

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2020 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years, from 2016 January 01 to 2020 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. Wage Increases

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

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2020 January 01, all hourly rates of pay which were in effect on 2019 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (f) Retroactive payments will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Article 6.1(a)(ii) – Standard Work Day and Work Week**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.1(a)(ii) to read as follows:

“Subject to paragraph (b) hereof, exclusive of half (½) of an hour for lunch, the standard work day of Outside Employees shall be eight (8) consecutive hours commencing no earlier than 7:00 a.m., at the Yard or at the job, whichever is designated by the Employer, and terminating no later than 4:45 p.m. and the standard work week subject to paragraph (c) hereof shall consist of five (5) consecutive working days from Monday to Friday, inclusive.”

5. **Article 7.3 – Pay During Temporary Transfers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph to the end of Article 7.3 to read as follows:

“Notwithstanding the above, where the Employer experiences difficulty in attracting employees to take on acting assignments, the Employer may, at its sole discretion, provide compensation at the second rate in the salary range of the higher paid position that exceeds the salary received in the employee’s regular position.”

6. **Article 7.11 – Premium Pay (New)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 7.11 to be placed after the current Article 7.10 and to read as follows:

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“Employees who are required to work in a homeless camp “clean-up” shall be paid a premium of ninety-five cents (\$0.95) per hour for the actual time engaged in such work. The minimum time to be paid shall be two (2) hours.”

7. **Article 9.1 – Employee Benefits**

While not to be included in the Collective Agreement, the Employer and the Union agree that effective 2018 January 01, the Employer shall instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) as follows:

- (a) Amend the Plan to reimburse drug expenses based on mandatory generic pricing, except where the employee’s physician provides confirmation of no generic substitution on the prescription.
- (b) Introduce a maximum dispensing fee of twelve dollars (\$12) per prescription.
- (c) Change the chiropractic and acupuncture coverage from the current separate annual maximums of \$350 and \$200, respectively, to a combined annual maximum of \$550.

8. **Article 9.1 – Employee Benefits**

Effective the 2018 January 01, the Employer and the Union agree to amend Article 9.1(b) to read as follows:

“(b) Extended Health Care Plan

Regular Full-Time Employees shall be eligible to enrol under the Extended Health Benefits Plan the first of the month following the commencement of employment and Temporary Full-Time Employees shall be eligible to enrol the first of the month following the completion of three (3) months' continuous service from the date of hire. The Plan has an annual deductible of \$125.00, a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$100.00 per person in a twenty-four (24) month period;
- (2) vision care to a maximum payable of \$500.00 per person in a twenty-four (24) month period (including coverage for laser eye surgery);
- (3) hearing aids to a maximum payable of \$1000 per adult/\$1100 per child per sixty (60) months;
- (4) diabetic equipment and supplies, orthopedic shoes (maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year) and ostomy;

- (5) the maximum physiotherapist and registered massage therapist combined coverage shall be \$1250 per person per calendar year;
- (6) clinical psychologist or Registered Clinical Counsellor (RCC) (maximum payable of \$700.00 per person in a calendar year).

and each provision is subject to the provisions of the Plan.”

9. **Article 9.1 – Employee Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the second paragraph of Article 9.1(f) to read as follows:

“(f) **Re-Employed Temporary Full-Time Employees**

When a previous Temporary Full-Time Employee is re-employed within twelve (12) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be re-served in full.”

10. **Article 9.1 – Employee Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the second paragraph of Article 9.1(g) to read as follows:

“Cost sharing of premiums by the Employer for an employee who is on unpaid sick leave will cease once an employee has been absent on unpaid sick leave for a period of six (6) continuous months. At this point, the employee shall pay one hundred percent (100%) of the premium for these benefits, subject to the participation requirements of Article 9.1.”

11. **Article 10(b) – Absence From Duty of Union Officials**

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

“With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for the representative's regular wage or salary plus the costs of benefits paid by the Employer while representatives are on leave of absence. The costs of benefits shall include vacation, general holidays, sick leave, workers' compensation, Canada Pension

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Plan, Unemployment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental, and Municipal Pension Plan. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.”

12. Article 11 – Compassionate Leave

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11(a) to read as follows:

“(a) An employee shall be granted leave of absence for a maximum of three (3) days without loss of salary or wages in the case of the death of a Step-parent, Sister, Brother, Step-child, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent-in-law, Grandparent, or Grandchild. The employee shall notify the Employer as soon as possible of the death.

An employee shall be granted leave of absence for a maximum of five (5) days without loss of salary or wages in the case of the death of a Father, Mother, Spouse (including common-law spouse and same-sex partner), Son, or Daughter. The employee shall notify the Employer as soon as possible of the death.”

13. Article 14(g) – Arbitration

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

“Arbitration

The Arbitration Board will be composed of a single arbitrator to be chosen by the parties. In the event that the parties fail to agree on the arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator. The decision of the arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the arbitrator.”

14. Article 15.4 – Clothing

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15.4(d)(1) to read as follows:

“Except as provided in paragraph (2) below, Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of fifty dollars (\$50) on May 1st of each year.”

15. **Article 15.XX – Union Representation (New)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 15.XX to come after the current Article 15.11 and to read as follows:

“All employees have the right to speak with Union representative prior to, and have a union representative present at, any meeting where discipline is issued or is reasonably foreseeable. Employees shall be advised in advance of the meeting of their right to speak with a Union representative. If the employee does not choose to have a Union representative present, this shall not constitute a basis for challenging any discipline imposed.”

16. **Schedule “A”**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to Schedule “A”:

- (a) add the following positions to Note N:
- Technical Services Coordinator
 - Technical Support Specialist
 - Park Planner
 - Parks Designer

17. **Schedule “B”**

Effective May 1, 2019, the Employer and the Union agree to replace “Two (2) Utility Worker – Parks” with “Three (3) Utility Worker – Parks” under the heading of “Parks” in Note C of Schedule “B”.

18. **Schedule “D”**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to Schedule “D”:

- (a) amend the title and the first paragraph of Part B to read as follows:

“Compressed Work Week—Communications Operator/Police and Police File Reviewer

The parties have agreed to amend the application of Items “K” and “I” in Schedule “A” so as to permit the classes of positions of “Communications Operator/Police” and “Police File Reviewer” to work a schedule developed on the concept of four (4) days on duty and four (4) days off duty in accordance with the following principles:”; and

- (b) amend part (f) of Part B to read as follows:

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“The compressed work week arrangement shall be viewed by both parties as a trial arrangement and either the City or the Union may terminate it by stating in writing that the work schedule revert to that which was in effect prior to implementation of this arrangement. Any reversion shall occur no later than thirty (30) calendar days after receipt of such statement by the other party.”; and

- (c) amend part (g) of Part B to read as follows:

“It is understood and agreed between the parties that the intent of the compressed work week arrangement is that no lesser or no greater advantage shall result from the arrangement.”; and

- (d) amend part (h) of Part B to read as follows:

“It is agreed with respect to any differences between the parties, and particularly with respect to any disputes between individual employees and the Administrative Officer-Police Department, regarding matters arising in general out of implementation and administration of this arrangement that any such differences or disputes shall be referred in the first instance to a joint committee comprising the Union President and the Director of Human Resources. It is agreed that such reference shall be considered a prerequisite to the filing of any grievances. It is agreed that any settlement with respect to such differences or disputes must be consistent with the provisions of the Collective Agreement for those classes of positions that are seven (7) hours a day, thirty-five (35) hours a week. It is further agreed that the implementation and administration of this arrangement, or consequent reversion, shall be of no additional cost to the City.”

- (e) add a new Part C to read as follows:

“Compressed Work Week—Custodial Guards

The parties have agreed to amend the application of Item “B” and “M” in Schedule “A” so as to permit the class of positions of “Custodial Guard” to work a schedule developed on the concept of four (4) days on duty and four (4) days off duty in accordance with the following principles:

- (a) The work schedule for hours of work shall be based on an average of forty (40) hours per week.
- (b) The work schedule shall be developed on the concept of four (4) days on duty and four (4) days off duty. It being understood that one adjustment day (additional day off) shall be scheduled every twenty-four (24) weeks.
- (c) The hours of work for each shift shall consist of twelve (12) hours, inclusive of lunch. The standard shift shall be twelve (12) consecutive hours from seven a.m. (7:00 a.m.) to seven p.m. (7:00 p.m.), or seven p.m. (7:00 p.m.) to seven a.m. (7:00 a.m.).

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Notwithstanding any Clause in this Collective Agreement, the City Manager may change the above standard shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the City Manager shall provide the Union with notice setting forth the intended changes and if the Union so desires, it shall, within thirty (30) calendar days of such notice, discuss and provide explicit reasons against the changes to the City Manager for consideration.

- (d) It is agreed that arrangements for the conversion of fringe benefits from a five-day week basis to the concept of four (4) days on duty and four (4) days off duty, shall be made in accordance with the principles set forth in Part A of Schedule "D".
- (e) The four (4) days on duty and four (4) days off duty schedule shall commence on a date to be determined on the agreement of both parties.
- (f) Custodial Guards while working this compressed work week may leave their work area to take two (2) eighteen (18) minute coffee breaks when there are no prisoners lodged within the Cell Block. Custodial Guards exercising this option must have the approval of the Watch Commander, must have pre-approval of their destination, carry a police portable radio in order to be summoned back and must be prepared to return to the cell block immediately when prisoners are incoming.
- (g) The compressed work week arrangement shall be viewed by both parties as a trial arrangement and either the City or the Union may terminate it by stating in writing that the work schedule revert to that which was in effect prior to implementation of this arrangement. Any reversion shall occur no later than thirty (30) calendar days after receipt of such statement by the other party.
- (h) It is understood and agreed between the parties that the intent of the compressed work week arrangement is that no lesser or no greater advantage shall result from the arrangement.
- (i) It is agreed with respect to any differences between the parties, and particularly with respect to any disputes between individual employees and the Administrative Officer-Police Department, regarding matters arising in general out of implementation and administration of this arrangement that any such differences or disputes shall be referred in the first instance to a joint committee comprising the Union President and the Director of Human Resources. It is agreed that such reference shall be considered a prerequisite to the filing of any grievances. It is agreed that any settlement with respect to such differences or disputes must be consistent with the provisions of the Collective Agreement for those classes of positions that are seven (7) hours a day, thirty-five (35) hours a week. It is further agreed that the implementation



and administration of this arrangement, or consequent reversion, shall be of no additional cost to the City.”

19. **Long-Term Disability Plan**

The Parties agree to meet within three (3) months of the ratification date of the Collective Agreement to discuss the feasibility of introducing a Long-Term Disability Plan. No costs shall be borne by either party unless and until a proposal is ratified by each party's respective principals.

20. **Conversion to Regular Status**

Following the date of ratification, the Employer agrees to post and fill two (2), Regular Part-Time Building Service Worker positions.

21. **Auxiliary Employees**

The Parties agree to meet within three (3) months of the date of ratification to review the use of Auxiliary Employees within the current staffing model and explore options for creating regular positions. The Parties commit to good faith discussion in keeping with the principle of fairness and with the City of Coquitlam's 2016-2019 Strategic Plan in achieving excellence in city governance.

22. **Housekeeping**

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

- (a) replace “persons employed on or after 1 January, 1975” with “new employees” in Article 3.1;
- (b) replace the definition of “employee” in Article 5.1 with “means an employee of the City of Coquitlam covered by the Union’s certificate of bargaining authority”;
- (c) replace the word “for” with “as” in the bottom paragraph of Article 6.2;
- (d) insert the words “subject to being eligible for coverage under the rules of the Medical Service Plan” at the end of Article 9.1(a);
- (e) delete Article 9.1(h)(2);
- (f) delete Article 13.2(b)(3);
- (g) amend Article 13.2(f)(4)(a) to read as follows:

“for the first six (6) weeks, which includes the Employment Insurance waiting period; and”;

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- (h) change “Accident Prevention Committee” to “Joint Health and Safety Committee” in Article 15.2;
- (i) delete “Aquatic Centre Maintenance Supervisor in Note Q of Schedule “A”;
- (j) amend Schedule “B,” Note E to delete the classes of “Working Foreman – Landscape” and “Working Foreman – Natural Areas”;
- (k) amend Schedule “B,” Note K to change the second “shall” to “may”;
- (l) delete expired effective dates wherever they occur; and
- (m) any other housekeeping changes agreed to during the drafting of the Collective Agreement.

23. Drafting of New Collective Agreement


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


24. Ratification


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


Signed this 20th day of April, 2017.


BARGAINING REPRESENTATIVES FOR THE EMPLOYER:












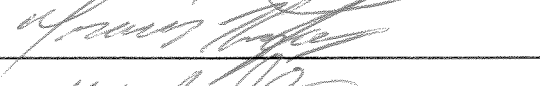



BARGAINING REPRESENTATIVES FOR THE UNION:













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