

2016 Memorandum of Agreement

between the City of Port Coquitlam (hereinafter called "the Employer") and CUPE Local 386 (hereinafter called "the Union")

The parties agree to recommend to their respective principals ratification of the following settlement of the collective agreement:

Amend Article 19:

Article 19.1

Amend clause: It is here recorded that the Employer has drawn up classification specifications for all positions and classifications for which the Union is bargaining agent. Established classification specifications shall not be eliminated without prior agreement with the Union.

Article 19.2

Amend title: Changes in or New Classifications

Amend clause: When the duties and responsibilities in any classifications have been substantially altered, or where the Union and/or an employee feels incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto is established during the term of this Agreement, the matter shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification, reclassification and/or rate of pay of the job in question, or the effective date of reclassification, such dispute shall be resolved as follows:

- The Parties shall meet to discuss the classification specifications and every attempt to conclude the process within sixty (60) calendar days shall be made by the Parties.
- If the Parties are unable to resolve the dispute, it will be referred to interest arbitration as follows:
 - a) The grievance shall be referred to the first available mutually agreeable arbitrator from the following roster:
 - Mark Brown
 - X
 - Y
 - b) Within ten (10) days of the referral, the arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for exchange of particulars and documents, a time frame for written submissions if directed by the arbitrator, the use of will say statements, agreed statements of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute.
 - c) If an oral hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator.

- d) If a written submission process is directed by the arbitrator it shall be concluded within thirty (30) days of the referral to the arbitrator.
- e) The arbitrator must render the decision within fourteen (14) days of the conclusion of the arbitration
- f) The decision will be without prejudice and without precedent
- g) The arbitrator retains jurisdiction with respect to any issue arising from their decision
- h) Except as set out herein the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia

Amend Paragraph 5 of the Memorandum of Agreement on Training:

An Adjudication Committee comprised of two representatives of the City, one of whom shall be the Director of Human Resources, and two of the Union shall be appointed annually for the purpose of ruling on all matters related to this memorandum. The Committee may elect to be supplemented, as required, by the addition of no more than one extra representative of each party, to be chosen from the department concerned in the dispute. The Adjudication Committee will meet every three months, and will additionally meet within ten (10) days of either party calling a meeting.

Should the Adjudication Committee be unable to reach a consensus within sixty (60) days of a matter being brought to the Committee by either party, the matter will be referred to arbitration following the process set out in Article 19.2 of the Collective Agreement.

During the sixty-day period during which the Adjudication Committee attempts to resolve the matter, either party may refer the matter to the Bargaining Committee which will meet within ten (10) days and attempt to resolve the matter.

One-time agreement, not added to the Collective Agreement or the Memorandum of Agreement on Training: The Parties will review and update the entirety of the training manual within 18 months of ratification of the collective agreement.

Benefits:

While not to be included in the Collective Agreement, the Employer and the Union agree that effective January 1, 2018, the Employer shall instruct the benefits carrier to amend the Extended Health Care Plan (the "Plan") as follows:

- Chiropractic and acupuncture combined coverage shall be \$550 per person per calendar year;
- Physiotherapy and massage combined coverage shall be \$1250 per person per calendar year;
- Eye exams shall be covered at \$100 per person per 24-month period;
- Vision care coverage shall be \$500 per person per 24-month period (including coverage for laser eye surgery);
- Hearing aids shall be covered at \$1000 per adult and \$1100 per child per sixty-month period;

- Clinical psychologist or Registered Clinical Counsellor services shall be covered at \$700 per person per year;
- Per-visit benefit maximums shall be removed;
- 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;
- Increased deductible to \$125

In all other respects the Plan shall remain unchanged.

Other Articles of Collective Agreement to be amended:

- a) The Letter of Understanding between the parties dated February 29, 2008 entitled "Trial Period for the Operation of Temporary Transfer Article 10.6(b)", appended at page 65 of the current collective agreement between the parties, is terminated
- b) The hours of work for the mechanic will be fall between 6:00am and 11:30pm and their defined "day shift" for the purpose of Article 12.9(a) will end at 5:00 pm.
- c) The City will provide a \$50/year boot allowance for all employees who are required by Worksafe BC to wear safety boots

Term:

The City will implement the regional term and wage pattern over a course of five years, with annual increases of 1.5%, 1.5%, 2%, 2%, and 2% retroactive to January 1, 2016

Sign Technician Position

- The Union agrees to the Employer's proposed Sign Technician Classification Specification, and that the employer may proceed to post and fill it pursuant to the collective agreement and related documents
- Dave Striha will be confirmed in the Sign Maker position he currently occupies on an acting basis
- Mr. Striha will not be laid off or downgraded from that position as a result of circumstances flowing from the creation or filling of the Sign Technician classification

Withdrawal of Grievance

The City's grievance dated February 10, 2016 is withdrawn on ratification of these terms and the Collective Agreement

House-keeping Amendments

The Parties agree to house-keeping amendments to the Collective Agreement while drafting the new version.

Mark Brown will remain seized to resolve any difficulties the parties may have in amending the collective agreement and Training Program provisions to incorporate the parties' agreement and in implementing the resolution of the Sign Technician Classification Specification and Mr. Striha's position.

Signed this 25th day of May, 2017

Bargaining Representatives for the Employer:

[Redacted signature area for Employer]

Bargaining representatives for the Union:

[Redacted signature area for Union]