

2023

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM

and the

CANADIAN UNION OF PUBLIC EMPLOYEES 386

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2023 JANUARY 01 AND EXPIRING 2025 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2021-2022 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 2023 January 01 to 2025 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 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by five percent (5%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four and one half percent (4.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) 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 (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement to employees who are actively employed on the date this Memorandum of Agreement is signed.

4. Retention Support Payment

The Employer and the Union agree to a one-time support payment of three percent (3%) of their 2022 regular base earnings (less applicable statutory deductions) for active employees at date of ratification. Payment will be made as soon as possible in 2024.

5. Article 6 – Working Conditions, Clause 6.1 Hours of Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6 – Working Conditions, Clause 6.1(a) Hours of Work to read as follows:

“6.1 Hours of Work

(a) Work Day and Work Week

- (i) The standard work day of Inside Employees (Schedule A) shall be seven (7) consecutive hours between the hours of 6:00 a.m. and 6:00 p.m. with one (1) hour for lunch, and subject to paragraph (c) hereof the standard work week of Inside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive.
- (ii) Exclusive of half (½) of an hour for lunch, the standard work day of Outside Employees (Schedule B) shall be eight (8) consecutive hours between the hours of 6:00 a.m. and 6:00 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.

6. Article 6 – Working Conditions, Clause 6.5 Shift Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6 – Working Conditions, Clause 6.5 Shift Premiums to read as follows:

“Except as provided elsewhere in this Collective Agreement or attached schedules, the classes of work for which shift differentials were paid under the Collective Agreement

made between the Employer and the Union, shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for all regular hours worked between 6:00 p.m. and 6:00 a.m. provided however that if more than one-half of the hours of a regular shift qualify for shift premium, then the shift premium shall be paid for all regular hours worked on that shift.”

7. Article 6 – Working Conditions, Clause 6.6 Job Restrictions – Clerical Positions and Custodial Guards

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 6 – Working Conditions, Clause 6.6 Job Restrictions – Clerical Positions and Custodial Guards.

8. Article 7 – Remuneration, Clause 7.2 Daily Guarantee

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 – Remuneration, Clause 7.2 Daily Guarantee to read as follows:

- (a) “Subject to the provisions of paragraph (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c), auxiliary employees who work as Childminding Attendants, Program Leaders, Recreation Leaders, Aquatic Leaders, Registration Clerks/Receptionists, or school students on a school day, who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.

Subject to provision of paragraph (c), the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time and Auxiliary Employees when attending staff meetings and/or training sessions to a maximum of six (6) occasions per employee per year.

- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).”

9. Article 7 – Remuneration, Clause 7.9 Recruitment Adjustments

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 – Remuneration, Clause 7.9 Recruitment Adjustments to read as follows:

“7.9 Recruitment and Retention Adjustments

Where a classification has been identified by the Employer as being behind market and such class has been difficult to recruit for or to retain employees in, the Employer may increase the rate of pay for the classification. Such adjustments will be reviewed annually.

Upon such annual review, if a classification is found to be above market then the rate for the class will revert to the pay grade or hourly rate in effect prior to the time the temporary increase was applied. Those employees found to be above the range will remain at their current rate until such time as normal increments or general increases match or exceed the employee’s current rate, at which time employees shall again become eligible for increments and general increases.

Note: The Employer is not restricted to making adjustments to the entire classification but may make a separate adjustment to any specific position(s) covered by that classification.”

10. Article 7 – Remuneration, Clause 7.11 Premium Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 – Remuneration, Clause 7.11 Premium Pay to read as follows:

“Employees who are required to work in a homeless camp “clean-up” shall be paid a premium of two dollars (\$2.00) per hour for the actual time engaged in such work. The minimum time to be paid shall be two (2) hours.”

11. Article 8 - Vacations and General Holidays, Clause 8.1 Vacations NEW (5)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 – Vacations and General Holidays, Clause 8.1 Vacations by adding a new *(5) to read as follows:

“(8.1.5) Temporary Full Time Employees that are in an assignment for at least 12 months will receive vacation in accordance to 8.1. Temporary Full Time Employee that are in assignments of less than 12 months will be paid the equivalent percentage in lieu.”

**remainder of 8.1 will be renumbered to reflect this addition.*

12. Article 8 - Vacations and General Holidays, Clause 8.3 General Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 – Vacations and General Holidays, Clause 8.3 General Holidays to read as follows:

- “(a) All Regular Full-Time Employees including those on probation and Temporary Full-Time Employees shall receive pay for the following General Holidays:

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

and any other day appointed by Council to be a City holiday.

13. Article 9 – Employee Benefits, 9.1(b) Extended Health Care Plan

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend Article 9 – Employee Benefits, Clause 9.1(b) Extended Health Care Plan as follows:

- “(b) Extended Health Care Plan

Regular Full-Time Employees shall be eligible to enroll 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 enroll 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 one hundred twenty-five (\$125.00), a lifetime maximum of one million dollars (\$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 one hundred and twenty-five dollars (\$125.00) per person in a twenty-four (24) month period;
- (2) vision care to a maximum payable of five hundred dollars (\$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 one thousand dollars (\$1000.00) per adult/one thousand one hundred dollars (\$1100.00) per child per sixty (60) months;

- (4) diabetic equipment and supplies, orthopedic shoes (maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year) and ostomy;
- (5) the maximum physiotherapist and registered massage therapist combined coverage shall be one thousand two hundred and fifty dollars (\$1250.00) per person per calendar year.
- (6) clinical psychologist or Registered Clinical Counsellor (RCC) (maximum payable of one thousand two hundred dollars (\$1200.00) per person in a calendar year).
- (7) the maximum acupuncture, chiropractic and naturopath combined coverage shall be five seven hundred and fifty dollars (\$750) per person per calendar year.
- (8) Podiatry Treatments have a combined maximum limit of \$350 per person per calendar year.
- (9) Foot Orthotics & Orthopedic Shoes have a combined maximum limit of \$200 per person per calendar year (*children only*). Foot Orthotics & Orthotic shoes have a combined limit of four hundred dollars (\$400) per person per calendar year. (Adults only)

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

14. Article 9 – Employee Benefits, 9.1(g) Premium Costs

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend Article 9 – Employee Benefits, Clause 9.1(g) Premium Costs as follows:

“(g) **Extended Health Care** Premium Costs

The premium costs for Extended Health Care benefits shall be shared ninety percent (90%) by the Employer and ten percent (10%) by the employee except for employees who are on unpaid sick leave.

Effective July 1, 2024, the premium costs for Extended Health Care benefits shall be 100% paid by the Employer except for employees who are on unpaid sick leave.

(h) Dental Premium Costs

The premium costs for Dental benefits shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee except for employees who are on unpaid sick leave.”

15. Article 9 – Employee Benefits, Clause 9.2 Sick Leave Provisions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9 – Employee Benefits, Clause 9.2 Sick Leave Provisions to read as follows:

“9.2 Sick Leave Provisions

- (a) All Regular Full-Time and Temporary Full-Time Employees, upon completion of minimum of 90 days, shall be granted one and one-half (1½) days' sick leave with pay for every month of service, accumulative to the maximum of one hundred and twenty (120) working days for the employee's future benefits.

Employees listed in (a) above, will be advanced up to five (5) days at the beginning of each year. These advanced days will form part of the accumulation in (a) above.”

16. Article 11 – Compassionate Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11 – Compassionate leave title, (a) and (c) to read as follows:

“ARTICLE 11 BEREAVEMENT LEAVE”

- “(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, Step-child, Parent-in-law, Sibling-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 Parent, Spouse (including common-law spouse and same-sex partner), sibling or Child. The employee shall notify the Employer as soon as possible of the death.”

- “(c) Pall-Bearer's Leave

One (1) day leave may be granted without loss of salary or wages to attend a funeral as a pall-bearer.”

17. Article 15 – Miscellaneous, Clause 15.4 Clothing (d)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 15 – Miscellaneous, Clause 15.4 Clothing (d) to read as follows:

“(d) Safety Footwear Allowance

- (1) 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 one hundred and fifty (\$150) on May 1st of each year.
- (2) Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be reimbursed up to three hundred (\$300) on May 1st of each year upon presentation of receipts.”

18. Article 15 – Miscellaneous, Clause 15.13 Sexual Harassment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 15 – Miscellaneous, Clause 15.13 Sexual Harassment to read as follows:

“15.13 Respectful Workplace

The Employer and the Union agree that all forms of bullying, harassment, and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment, and/or discrimination is supported by Employer policies which all employees will be made aware of and provided education on.”

19. Schedule A

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to update Schedule A as required to reflect the changes made in Article 6 – Working Conditions, Clause 6.1 Hours of Work.

20. Schedule A, Note N

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule A - Notes to reflect the following positions moving from a thirty-five (35) hour work week to a forty (40) hour work week:

- Recreation Complex Supervisor,
- Recreation Program Coordinator
- Outdoor Sport Supervisor
- Recreation Leader Fitness
- Supervisory Control and Data Automation Technologist (SCADA)

21. Schedule B

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule B as required to reflect the changes made in Article 6 – Working Conditions, Clause 6.1 Hours of Work.

22. Schedule B – Notes F. Sewer Crews in Contact with Live Sewage:

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule

“F. Sewer Crews in Contact with Live Sewage

A premium of two dollars (\$2.00) per hour will be paid to employees while they are in direct contact with live sewage. (The Superintendent - Operations shall determine when this premium shall be paid.)”

23. Exclusions from the Bargaining Unit

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to convert the following positions from bargaining unit positions to excluded, non-contract positions.

- Administrative Coordinators to General Managers
- Administrative Coordinator to the Fire Chief
- Building Supervisors in Planning and Development

**Not to be included in the Collective Agreement – As soon as possible following the date of ratification the Employer agrees to convert nine (9) auxiliary positions to regular full time equivalent employee status. These positions will be posted in accordance with Article 6.7.*

24. Housekeeping

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

- (a) delete expired effective dates;
- (b) update Schedule D calculation to include twelve (12) General Holiday days.
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

25. 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.

26. 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 23 day of November, 2023 in the Port Coquitlam.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY OF COQUITLAM:

"N. Caulfield"

"R. Del Negro"

BARGAINING REPRESENTATIVES ON BEHALF
OF CUPE 386:

"V. Sharma"

"J. Friesen"

"N. Muhic"

"G. Townsend"