

2022

FRAMEWORK FOR SETTLEMENT

between the

CITY OF PITT MEADOWS

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 622

The following package of items is to be considered an Offer for Settlement submitted by the Employer to the Union to conclude the 2022 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

The Bargaining Representatives acting on behalf of the City of Pitt Meadows (hereinafter called “the Employer”), agree to recommend to the Council of the City of Pitt Meadows; and the Bargaining Representatives acting on behalf of CUPE Local 622 (hereinafter called “the Union”), agree to recommend to the Union membership that their Collective Agreement commencing April 1, 2022 and expiring March 31, 2025 (hereinafter called the “new Collective Agreement”), shall consist of the following:

**1. Previous Conditions**

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2022 April 1 to March 31, 2025, 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 2022 April 1 all hourly rates of pay that were in effect on March 31, 2022 shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective April 1, 2023, all hourly rates of pay that were in effect on March 31, 2023 shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective April 1, 2024, all hourly rates of pay that were in effect on 31<sup>st</sup> March 31, 2024 shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**4. Inflationary Support & Retention Payment**

- (a) The Employer and the Union agree to a one-time inflationary support payment of four and one half percent (4.50%) of new 2022 base hourly rate of pay, for all City Employees with earnings in 2022 and are active employees at the time of ratification of the Memorandum of Agreement. The payment of the lump sum (less applicable statutory deductions) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

**5. Article 2(f) – Time Duration Employee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 2(f) as follows:

- a) to provide for limited duration positions not exceeding twenty-four (24)
- b) to eliminate the automatic conversion of Time Duration Employees to Regular Employees after one hundred and twenty (120) days within a twelve (12) month period;
- c) to provide for a probationary period for Time Duration Employees of six (6) months;
- d) to remove the fifteen (15) day qualification period for receipt of the cost settlement to cover all employee benefits, vacation pay, general holiday pay, and any other miscellaneous benefits; and,
- e) to increase the cost settlement from ten percent (10%) to 12% for all TD employees whether augmenting the regular staff or backfilling due to a temporary absence of a regular staff

**6. Article 2(g) – Casual Employee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 2(a) as follows:

- a) to provide for the use of Casual Employees to augment Regular and Time Duration staff in addition to providing coverage for absent employees;

- b) to extend the period for which Casual Employees may be employed from two (2) to four (4) full consecutive pay periods;
- c) to increase the cost settlement from settlement to cover all employee benefits, vacation pay, general holiday pay, and any other miscellaneous benefits ten percent (10%) to 12%.

**7. Article 9, Section 1(a)(2) – Standard Work Day and Work Week**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 9.1(a)(2) to read as follows:

“Subject to paragraph (b) hereof, the standard work day of Outside Employees shall be eight (8) hours, exclusive of one-half (1/2) hour for lunch, between the hours of 7:00 a.m. to 5:00 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.”

**8. Article 9, Section 2 (d)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 9.2(d) by adding:

“The premium pay for any Utility Operators or Utility Workers who possess the Cross Connection Control Certificate shall be paid the premium of \$0.50/ hour. The premium will only be paid to an employee if the employee’s certification is in good standing. The premium is payable during an employee’s regular hours of work and overtime hours while working in the assigned classification.”

**9. Article 9, Section 2(e) – Shift Work and Shift Differential**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 9.2(e) to exclude Casual Employees from the application of seniority in determining shift preference.

**10. Article 10(e) – Reclassifications**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 9.2(e) to read as follows:

“In the event of a reclassification to a higher position, the employee shall be placed on the lowest step of the pay range that exceeds the incumbent’s previous rate.”

**11. Article 10(l) – Standby**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 10(l) as follows:

- (a) To include a requirement that employees posting into the standby rotation list will be required to provide a minimum of one (1) month's notice of their intent to be removed from the list.

**12. Article 11 – General Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 11 by adding the National Day for Truth and Reconciliation to Section 11(a) and by adding a new Section 11(b) as follows:

“The National Day for Truth and Reconciliation shall be administered strictly in accordance with the *Employment Standards Act*.”

Subsequent provisions shall be renumbered.

**13. Article 13(b) – Employee Benefits, Extended Health Care, Dental Care, and Group Life Insurance Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 13(b) and Sub-section 13(b)(2) and that the Employer will instruct the Extended Health Care Plan carrier to amend the plan as soon as possible following the date of ratification of this Memorandum of Agreement to provide for the following:

- a) Coverage for eye exams will be increased to one hundred and twenty-five dollars (\$125.00) every two (2) years;
- b) Coverage for psychology will be increased to eight hundred dollars (\$800.00) per plan member per calendar year and will include clinical counsellors; and,
- c) The cost of providing EHB and Dental shall be borne one hundred percent (100%) by the Employer.

**14. Article 14 (a) – Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to update Art. 14(a) as follows:

Upon reaching 90 days of employment all regular employees (full time and part time) shall be granted sick, per Article 2 and 14, accruing from their first day of employment as a regular employee.

Regular full-time employees will be granted one and one-half (1½) days' sick leave per month, and shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and sixty-one (261) days for the employee's future benefits.

Regular part-time employees will be granted one (1) day (prorated) sick leave per month, and shall be entitled to an accrual of all unused sick leave to a maximum of seventy five (75) days for the employee's future benefits.

**15. Article 15(c) – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 15(c) to include step-parents and to make all reference gender neutral.

**16. Article 16 – Service Severance Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 16 so that service severance is paid only to employees who have completed eight (8) years of service and who are retiring and have applied and receiving their municipal pension.

**17. Article 17(b) – Calculation of Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to replace Art. 17(b) with a new provision that provides for the following:

- a) All employees will retain the seniority they achieved as of December 31, 2023
- b) Beginning January 1, 2024, seniority for all categories will accumulate based on paid hours including hours worked and paid leaves;
- c) Full-Time Regular and Full-time Time-Durated employees must complete a probationary period of six (6) months in a single position, before exercising seniority rights.

Part-time Regular and Part-time Time-Durated employees must complete a probationary period of 910 hours Inside/1040 hours outside, in a single position, before exercising seniority rights;

- d) Casual and Auxiliary employees must complete a probation period of one-thousand and forty (1040) hours in a single or multiple positions, before exercising seniority rights;
- e) The Employer retains the right to determine that each employee has the knowledge, skills, and abilities to perform required duties regardless of seniority;
- f) Regular employees who have passed their 6-month probation, and with the requisite knowledge, skills, and abilities, will be considered for appointments and in job competitions before other categories of employees regardless of seniority;
- g) The Employer may assign shifts to Auxiliary and Casual employees without regard for seniority.

**18. Article 18(e) – Method of Making Appointments**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Art. 18(e) as follows:

“In making staff changes, transfers, or promotions, the required knowledge, ability and skills for the position shall be the primary consideration. Where two or more employees are equally capable of filling the position, seniority shall be the deciding factor.

“When filling vacant positions covered by this Agreement regular employee applicants, who have passed their six-month probation, and who meet the minimum qualifications, shall be given first consideration for the position before outside applicants are considered”.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.”

**19. Conversion of 1 CUPE Position to an Exempt Position**

- (a) Effective the date of ratification of the Memorandum of Agreement, the City shall have the right to exclude from the bargaining unit, the position of Operations Supervisor, in accordance with the following criteria: (a) If the position is vacant, the City shall have the right to convert it to an exempt position with notice to the Union. (b) If the position has an incumbent, the decision to convert it to an exempt position shall be mutually agreed upon by the incumbent and the City. The Union will be notified of these discussions. (c) There is no requirement for the City to exclude this position prior to the expiration of the Collective Agreement. This agreement remains in effect until the position has been excluded. (d) This excluded position shall not be considered a union vacancy and as such, will not be filled. This excluded position will become an Exempt position and then added to list of exclusions in Article 3(b);

**20. Appendix D – Letter of Understanding – EOCB Certification Premiums (Maintenance Workers)**

Remove this Appendix from the Collective Agreement, as the position of Maintenance Worker in Operations no longer exists. The positions have been transferred to Utility Operators I and Utility Operators II, where the EOCB Water Distribution Level 2 and EOCB Waste Water Collection Level 2 have been incorporated into the new job descriptions, and reflected in the new hourly rates.

The premium for any Utility Operator or Utility Worker, who holds a current Cross Connection Control Certificate shall continue to be paid \$0.50/ hour. This will be added into Article 9, Section 2 (d) Shift Premiums.

**21. Letters of Understanding**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to renew the other Letters of Understanding contained in the Collective Agreement.

**22. 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 the list of exclusions in Article 3(b);
- (c) update schedule A, B, C; D
- (d) clarify Article 10(l), paragraph (6) by replacing the reference to “Operations Supervisor” in subparagraph (6)(b) to “the Employer”;
- (e) delete reference to MSP in Article 15 (g)(e); and
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement

**b) Drafting of New Collective Agreement**

The Employer and the Union agree that the Employer will prepare a draft of the new agreement to the satisfaction of the Union based on this Memorandum of Agreement. 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.

**c) 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.

Signed this 6<sup>th</sup> day of February, 2024

BARGAINING REPRESENTATIVE FOR  
THE UNION

\_\_\_\_\_  
"Neerje Harvey"

BARGAINING REPRESENTATIVE FOR  
THE EMPLOYER

\_\_\_\_\_  
"Stephanie St. Jean"