

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF MAPLE RIDGE
(hereinafter called "the Employer")

and

CUPE 622
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF MAPLE RIDGE (hereinafter "the Employer") AGREE TO RECOMMEND TO THE CITY OF MAPLE RIDGE MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622 (hereinafter "the Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 APRIL 01 AND EXPIRING 2021 MARCH 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2012 April 01 and expiring 2016 March 31 (hereinafter "the 2012-16 Collective Agreement") shall apply except as specifically varied below.

2. **Article 1 – Term of Agreement**

The Employer and the Union agree that the term of the new Collective Agreement shall be for five (5) years, commencing 2016 April 01 and expiring 2021 March 31.

It is further agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable 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 April 01, all hourly rates of pay where were in effect on 2016 March 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2017 April 01, all hourly rates of pay where were in effect on 2017 March 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 April 01, all hourly rates of pay where were in effect on 2018 March 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 April 01, all hourly rates of pay where were in effect on 2019 March 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2020 April 01, all hourly rates of pay where were in effect on 2020 March 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 3 – Exemptions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 3 by:

- (a) Deleting the following positions from the list:
 - Assistant Property and Risk Manager
 - Confidential Administrative Assistant
 - Director of Community Services
 - Director of Corporate Support
 - Director of Inspection Services
 - Executive Director to CAO
 - Human Resources Assistant
 - Manager of Parks & Open Space
 - Manager of Park & Planning Development
 - Manager Strategic Economic Initiatives
 - Recreation Manager – Support Services
- (b) Adding the following positions to the list:

- Manager of Economic Development
- Manager of Business Solutions
- Manager of Infrastructure and Security Services
- Manager of Parks, Planning & Operations

5. **Article 4.03 – Regular Part-Time Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 4.03 as follows:

~~“Effective 2014 June 16,~~ “Regular Part-Time Employee” means an employee who is employed on a part-time basis for a minimum of fifty percent (50%) of full-time hours for the classification per week on average in one position for an indefinite period of time ~~for excluding those~~ positions listed in the Letter of Understanding ~~—Listing of Positions Excluded from Regular-Part Time Definition under Article 4.03~~Defined Regular Part Time Positions.”

6. **ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9 as follows:

9.01 Grievance Defined

- (1) Where a difference arises between an employee and the Employer, or between the Employer and the Union, relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled according to the grievance and arbitration procedure which follows.
- (2) Policy grievances submitted by the Employer or by the Union shall be in writing and shall be submitted at Step 3 within ~~fifteen (15) working~~ twenty-one (21) calendar days of the event giving rise to the grievance.

9.02 Grievance Procedure

Except for Employer and Union policy grievances, all grievances shall be resolved as follows:

Step 1 - The employee involved, accompanied by a shop steward, shall first take up the grievance verbally with the employee’s non-bargaining unit Departmental Supervisor or designate within ~~five (5) working~~ fourteen (14) calendar days of the circumstance(s) giving rise to the grievance.

Step 2 - If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing and the employee and the shop steward or designated Union representative

shall submit to the Director of Human Resources, or his or her designate, within ~~ten (10) working seven (7) calendar~~ days following the ~~Employer's reply at Step 1~~ circumstance(s) giving rise to the grievance. The Director of Human Resources shall reply within the next ~~five (5) working seven (7) calendar~~ days, in writing.

Step 3 - If a satisfactory settlement is not reached at Step 2, the grievance shall be referred to Step 3 within ~~ten (10) working fourteen (14) calendar~~ days of the Employer's reply at Step 2. The Union Representatives and the Chief Administrative Officer, or his or her designate, will meet to discuss the grievance. If they are unable to settle the grievance within ~~ten (10) working fourteen (14) calendar~~ days of the date the grievance was referred to Step 3, then either party, within ~~fifteen (15) working twenty-one (21) calendar~~ days, may give written notice of arbitration to the other.

9.03 Time Limits

Time limits may be extended only by mutual agreement in writing of the Municipal Chief Administrative Officer or designate and the Union Representative.

9.04 Dismissal Grievances

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 of the grievance procedure within ~~ten (10) working fourteen (14) calendar~~ days of the date on which the dismissal occurred, or within ~~ten (10) working fourteen (14) calendar~~ days of the employee receiving notice of such dismissal.

9.05 Arbitration

- (1) The party desiring arbitration shall name its nominee to the Board in the notice of arbitration referred to in Article 9.02, Step 3.
- (2) Within ~~five (5) working seven (7) calendar~~ days of receipt of notice of arbitration, the other party shall in writing name its nominee.
- (3) Within a further ~~ten (10) working fourteen (14) calendar~~ days, the two nominees shall agree upon a Chairman. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour to appoint a Chairman. Hearings shall commence within thirty (30) days of the appointment of the Chairman.
- (4) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the arbitration hearings or within such extended period as may be mutually agreed to by the parties. The Board shall deliver its award, in writing, to each of the parties and this award shall be carried out forthwith. In the event the Arbitration Board finds that an employee has been dismissed or suspended unfairly or for any other than proper cause, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his or her wages or salary

lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

- (5) Each party shall pay its own cost and expenses of the Arbitration and its nominee and one-half the remuneration and disbursements or expenses of the Chairman.”

7. **Article 15.02 – Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a second paragraph to Article 15.02 to read as follows:

- “(b) Notwithstanding 15.02(a), Callout, when an employee who is authorized by their exempt supervisor or delegate to perform after-hours support receives a telephone call, text or e-mail and is able to resolve the problem over the telephone or by computer or by other electronic means, the employee shall be paid at overtime rates for the time actually worked rounded to the nearest quarter (¼) hour, with a minimum payment of one quarter (¼) hour.”

The existing paragraph in Article 15.02 will be re-lettered as 15.02(a).

8. **Article 18 – Health and Welfare Benefits**

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will direct the carrier to make the following amendments to the Extended Health Plan:

- (a) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program;
- (b) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates “no substitutions” on the prescription;
- (c) Increase the maximum payable for vision care from four hundred (\$400) to four hundred and fifty dollars (\$450) per person in a twenty-four (24) month period;
- (d) Amend coverage for the following paramedical services: physiotherapy, chiropractic and massage therapy to a combined annual maximum payable of six hundred and fifty dollars (\$650);
- (e) Increase the maximum payable per person per year under Dental Plans ‘A’ and ‘B’ from two thousand (\$2,000) to two thousand and five hundred dollars (\$2,500) combined.

9. **Article 19 – Sick Leave Provisions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to Article 19:

- (a) Amend Article 19.08 (Family Illness) by adding a new sentence at the end of the paragraph to read as follows:

“In order to comply with the requirements regarding eligibility for EI rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for Family Illness.”

- (b) Amend Article 19.09 (Notification) by adding a new sentence at the end of the paragraph to read as follows:

“An employee will make every effort to schedule a medical appointment outside their normal working hours or at the beginning or end of the day in order to minimize time away from work.”

10. **Article 21.03 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to Article 21.03:

“A Regular Full-Time Employee shall be granted leave and may be granted a maximum of five (5) regularly scheduled ~~consecutive~~ work days' leave without loss of pay or benefits in the case of either death or terminal illness of a parent (including step or foster), parent-in-law, spouse (including common-law), brother, sister, child (including step or foster), or grandchild. A Regular Full-Time Employee who has been granted leave under this provision shall be entitled to such leave within thirty (30) calendar days following the death of such relatives. A Regular Part-Time or Part-Time Employee shall be entitled to such leave without loss of pay or benefits for any previously scheduled shifts within five (5) calendar days following the death of such relatives.

A Regular Full-Time Employee shall be granted leave and may be granted a maximum of three (3) regularly scheduled ~~consecutive~~ work days' leave without loss of pay or benefits in the case of either death or terminal illness of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or any other relative residing in the employee's household. A Regular Full-Time Employee who has been granted leave under this provision shall be entitled to such leave within thirty (30) calendar days following the death of such relatives. A relative shall include a person related by marriage, adoption or common-law. A Regular Part-Time or Part-Time Employee shall be entitled to such leave without loss of pay or benefits for any previously scheduled shifts within three (3) calendar days following the death of such relatives.

Where the burial occurs outside the Province an additional leave without pay shall be granted for reasonable travelling time, not to exceed seven (7) days.”

11. **Article 22 – Payment of Wages and Allowances**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to clarify Article 22.21 (Environmental Operator Certificate Program) as follows:

“22.21 Environmental Operator Certificate Program

Where a job specification and/or description does not require an employee to hold an Environmental Operator Certificate Program (EOCP) Level 3 or 4 certificate and the Employer approves an employee to attain either certificate and the employee does attain and maintain the certificate in good standing, such employee shall be eligible to receive a bi-weekly premium as follows:

Level 3 - \$60.00 biweekly

Level 4 - \$80.00 biweekly

An employee who currently holds a Level 2 certificate and has been approved by the Employer to attain a Level 3 certificate shall be eligible to receive a premium of \$40.00 biweekly after the completion of 50% of the required training and experience for a Level 3 certificate. An employee who has commenced receipt of the \$40.00 biweekly premium will continue receive the premium until the employee successfully completes the Level 3 training, or for a period of twelve (12) months following the commencement of the premium payment, whichever is sooner.

Where an employee requests approval to attain an EOCP Level 3 or 4 certificate the employer will not unreasonably withhold approval to attain such certificate.

The Employer and Union agree that these premiums are based on the EOCP program as it exists on 2008 May 05. Should there be changes made to the requirements for attaining these certificates the Employer and the Union will meet to discuss how these premiums apply to the new program or if they should continue to apply at all.”

While not to be included in the Collective Agreement, the Employer and the Union agree that while the amendment to Article 22.21 is effective on the date of ratification of the Memorandum of Agreement, the twelve (12) month period referenced in the amended provision will commence from the date of ratification of the Memorandum of Agreement for affected individuals who are employed as of the date of ratification. That is, the new provision will not be applied retroactively for the purposes of calculating the twelve (12) month period for existing employees.

12. **Aquatics Scheduling Review Committee**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Terms of Reference set out in Appendix “D” of this document. The Terms of Reference will be included in the new Collective Agreement.
- (b) While not to be included in the new Collective Agreement, effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Aquatics Scheduling Guidelines attached as Appendix “F”.

13. **Hours of Work Committee**

While not to be included in the agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Terms of Reference set out in Appendix “E” of this document.

14. **Letters of Understanding**

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

- (a) Renew the following Letters of Understanding:
 - Emergencies (Snow Removal only)
 - Job Sharing
 - Non-Standard Hours of Work – RCMP Records Unit
 - Occupational First Aid – Level 2 – Lieu Time
 - Payment of Shift Premium
 - Personal and/or Sexual Harassment
 - Work Assignments for Engineering Operations Truck Drivers
- (b) Renew and attach the following Letters of Understanding to the Collective Agreement (attached as Appendix “A”):
 - Daily Guarantee for Recreation Host
 - Hours of Work for Building Services Supervisor
 - Hours of Work for License Inspector/By-law Enforcement Officer
- (c) Delete the following Letters of Understanding:
 - Principles and Guidelines – Aquatics Scheduling
- (d) Amend the following Letters of Understanding as set out in Appendix “B”:
 - Employee Assistance Program Committee

- Employee-Funded Long Term Disability Plan
 - Listing of Positions Excluded from Regular Part-Time Definition Under Article 4.03
 - Workers in Special Services, Children's Services and Youth Services and Other Identified Positions in Recreation
- (e) Attach the Letter of Understanding titled "Shift Changes Notification for Employees under Notes J, K, and Q of Schedule B of the Collective Agreement" to the Collective Agreement (attached as Appendix "G").

15. **Housekeeping**

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

- (a) delete expired effective dates;
- (b) delete the last sentence of Article 7.01 (Check-Off of Union Dues);
- (c) update Article 10.04 (Divisions) by amending "Strategic Economic Initiatives Department" to "Economic Development Department";
- (d) clarify Hours of Work Article 13.02 as follows:
- "Where the nature of a Department, Division of a Department or occupation requires daily hours of work other than the standard work day set out in paragraph 13.01, the normal work day, unless otherwise expressly stated for certain positions set forth in the Schedules for Regular, Probationary, and Part-Time Employees in such operations, shall be any seven (7) or eight (8) consecutive hours of work exclusive of a ~~one-half (½) or one (1) hour~~ or one half (½) hour lunch period, respectively.";
- (e) amend Article 16.01 (General Holidays – Regular Employees) by replacing the word "Dominion" with "Federal";
- (f) attach the consent award regarding Percentage in Lieu/Pension Contributions, related to Article 18, to the Collective Agreement as a Letter of Understanding (attached as Appendix "C" to this Memorandum of Agreement);
- (g) update Schedule "A" with any classifications that have been created, deleted or amended during the term of the collective agreement;
- (h) draft the collective agreement in a gender neutral manner;
- (i) any other changes that the parties agree to during the drafting of the Collective Agreement.

16. **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.

17. **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 forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 10th day of August, 2017 in the City of Maple Ridge.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY OF MAPLE RIDGE:

"Wendy McCormick"

"Frances King"

"Walter Oleschak"

"Harman Sandhu"

"Robert D'Angelo"

BARGAINING REPRESENTATIVES ON BEHALF OF
CUPE LOCAL 622:

"Melissa Dunn"

"Michelle Baski"

"Val Silva"

"Jim Mason"

APPENDIX “A”

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: DAILY GUARANTEE FOR RECREATION HOST CLASSIFICATION

1. PURPOSE

Article 20.04 of the current Collective Agreement allows for employees to be paid a minimum of four (4) hours' pay at the employee's regular rate, except in limited and specific situations, if they are reporting for work on the call of the Employer.

The Employer is requesting to reduce this daily guarantee to two (2) hours for the newly created position of Recreation Host. This position is intended to support the Special Events and Volunteer sections in providing set-up and take-down duties before and after City events.

2. TERM AND TERMINATION OF THIS LETTER

This agreement is in effect from the date signed and will expire on December 31, 2015 unless otherwise negotiated by the Parties. Alternatively, either party may cancel this agreement with 30 days' written notice.

It is understood that this LOU applies to this classification only while it is an Auxiliary position. If the Employer determines that regularly scheduled hours of work are required and the position is changed to Part-time, Regular Part-time or Regular Full-time this LOU will not apply and the regular terms of the collective agreement will be in effect.

3. SHIFT REQUIREMENTS

For the Recreation Host classification only, the minimum daily guarantee will be two (2) hours. No shift less than two (2) hours in length is permitted to be created.

In the event that more than one two (2) hour shift is required on the same day, the Parties agree that the incumbent filling the first shift will be given first opportunity to work the subsequent shift. If the incumbent declines the second shift, other qualified auxiliary employees will be contacted in order of seniority.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

“F. King”

Frances King, Director of Human Resources

February 19, 2015

Date

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“V. Silva”

Val Silva, President

February 19, 2015

Date

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: HOURS OF WORK FOR BUILDING SERVICES SUPERVISOR

1. PURPOSE

The City requires supervision of building services staff during their hours of work which can occur during day, afternoon or evening shifts. In order to support and supervise staff, the Building Services Supervisor would be required to work the same shifts.

2. TERM AND TERMINATION OF THIS LETTER

This agreement is in effect from the date signed until the renewal of the 2012 to 2016 Collective Agreement.

3. HOURS OF WORK

Employees in this class shall be covered under Note H in Schedule B.

Note H:

5 x 8 hour shifts or 4 x 10 hour shifts weekly which may include day shift, afternoon shift, and/or night shift. Depending on the work week configuration, employees working a full shift shall be entitled to either a ten (10) or a fifteen (15) minute rest period in each of the first and second half of the shift. The 5 x 8 hour shifts will have a thirty (30) minute unpaid lunch break and the four day configuration shall have a forty (40) minute unpaid lunch break.

4. ADDITIONAL INFORMATION

- (a) On a without prejudice basis, the Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours.
- (b) On a without prejudice basis, the Employer shall provide five (5) calendar days' notice of a change in an employee's work week.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

- (c) The intent is for this class to work as regular full-time employees with a non-standard work week and work day and as such all other relevant articles will apply. Any disputes related to the application of this letter or interpretation of specific articles as they apply to this class will be discussed with the Union.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

“F. King”

Frances King, Director of Human Resources

June 5, 2015

Date

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“V. Silva”

Val Silva, President

June 4, 2015

Date

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: HOURS OF WORK FOR LICENCE INSPECTOR/BYLAW ENFORCEMENT OFFICER

1. PURPOSE

The current Collective Agreement does not allow for Licence Inspector/Bylaw Enforcement Officers to work on Sundays without overtime provisions applying. The current Monday to Saturday work week is less than optimum in providing bylaw enforcement services with which include enforcement of bylaw infractions and ticket services. Allowing officers to work on Sundays would ensure better customer service in the field of enforcement and a greater success rate in the service of bylaw tickets.

This Letter of Understanding is to allow a maximum of two (2) auxiliary positions to work on Sundays in the classification of Licence Inspector/Bylaw Enforcement Officer.

2. TERM AND TERMINATION OF THIS LETTER OF UNDERSTANDING

This agreement is in effect from the date signed and will expire on March 31, 2016. Either party may terminate this letter by providing thirty (30) days' written notice to the other party.

3. HOURS OF WORK

Auxiliary Licence Inspector/Bylaw Enforcement Officers may work any seven (7) hours between the hours of 7:00 am to 9:00 pm Sundays.

This LOU is not meant to be applied to existing Bylaw Staff except by mutual agreement and is not intended to expand the work week or work day of the Bylaw Department in general. The Sunday shifts are to be posted as a stand alone shift except it may be combined with a Saturday shift to create a fourteen (14) hour weekly block. The Employer is not permitted to post a Wednesday to Sunday schedule. If the Employer determines that an expanded shift block beyond Saturday/Sunday block is required, then mutual agreement from the Union is required.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“V. Silva”

Frances King, Director of Human Resources

Val Silva, President

December 4, 2014

December 4, 2014

Date

Date

| Amended during negotiations for the renewal of the 2012-16 Collective Agreement.

APPENDIX “B”

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: EMPLOYEE ASSISTANCE PROGRAM COMMITTEE

The Employee and Family Assistance Program (EFAP) provides a holistic approach to building a thriving workplace, healthy employees and families, and stronger communities by supporting employees in managing all of life’s complexities.

The Employer and the Union recognize that mental wellness and substance dependency are health and wellness issues~~illness, alcohol and drug addiction are medical disorders. They further recognize there are social, personal and economic problems associated with them.~~ Accordingly, the parties shall establish a joint Employee Assistance Program Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to assist with addressing these issues ~~deal with these problems~~ in the workplace. The Committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations.

Dated: August 10, 2017

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“Frances King”

Frances King, Director of Human Resources

“Melissa Dunn”

Melissa Dunn, President

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

RE: EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN

The Employer and the Union agree that the following terms and conditions shall apply to employees who have completed the qualifying period for benefits and are enrolled in the employee-funded Long Term Disability Plan.

1. Eligibility

The Long Term Disability Plan was implemented on October 1, 2002. All Regular Employees who had completed the three (3) month probationary period as of that date had a one-time option to participate in the Long Term Disability Plan. Those who waived the option cannot enroll at a future date. Participation in the Long Term Disability Plan is mandatory, following completion of the probationary period, for all Regular Employees hired after October 1, 2002.

2. Status and Benefits Coverage During the LTD Waiting Period

An employee who does not have sufficient Sick Leave credits to cover the six (6) month LTD waiting period, shall be deemed to be on an unpaid leave of absence for the remaining balance of the waiting period. As per article 19.10 of the Collective Agreement, Medical, Extended Health, Dental, and Group Life/AD&D coverage shall continue for the first four weeks of the unpaid leave in accordance with the cost-sharing arrangements agreed to in the Collective Agreement. The employee may elect to maintain their Medical, Extended Health, Dental, and Group Life/AD&D benefits coverage following the four week period by paying 100% of the premiums. If the Group Life Plan includes a premium waiver, no premiums will be payable as long as that provision is in effect.

3. **Benefit coverage while receiving LTD Benefits**

An employee who is in receipt of LTD benefits during the two year “own occupation” period may continue to receive health benefits under the City of Maple Ridge benefit plan provided in Article 18.02 Group Plans, Article 18.03 Medical Benefits and Article 18.04 Extended Health

and Dental Care provided the employee pays their share of the premium cost share indicated in Article 18.06 of the collective agreement.

An employee who is in receipt of LTD benefits during the “any occupation” period following the two year “own occupation” period may continue to receive health benefits under the City of Maple Ridge benefit plan provided in Article 18.02 Group Plans, Article 18.03 Medical Benefits and Article 18.04 Extended Health and Dental Care provided the employee pays 100 percent of the premium cost.

Employees shall not earn other benefits such as vacation pay, general holidays, and sick leave while in receipt of LTD benefits. Where an employee returns to regular employment, the time absent will be included in the calculation of the employee’s seniority and eligibility for future vacation entitlement only.

4. LTD and Sick Leave are Exclusive

Where an employee is in receipt of Long Term Disability benefits the employee shall not have access to Sick Leave.

5. Pensionable Service

The Employer shall request and upon receiving approval from the Superannuation Commissioner, the period of Long Term Disability will be considered as pensionable service.

6. Back-filling for Those on LTD

When the employer elects to back-fill for an employee on LTD by posting a Regular Full-time position and the employee on LTD is subsequently able to return to their posted position, the returning employee shall be reinstated into their previous position or a comparable position.

7. Medical Information Relating to Ability to Return to Work

In order to facilitate the earliest return to work, the Employer may require an employee to periodically provide information relating to the employee’s limitations, abilities and the time frames associated with a return to work. Such information may be required, in an acceptable form, from the employee’s health care professional(s). Where the Employer or the Medical Consultants of the Employer require such information, it shall be at the Employer’s expense.

8. Return to Work (Rehabilitation)

Where the Employer and the employee’s physician determine it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee’s skill, knowledge, ability and medical condition, and where mutually agreed between the Employer and the Union, posting and seniority requirements may be waived.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

9. Termination of Employment

Nothing in this Letter restricts the employer's right to terminate an employee's employment if, as a result of the illness or injury, it is determined that the employment contract has been frustrated.

10. Amendments/Cancellation of the LTD Plan

Any changes to the six (6) month LTD waiting period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames.

In the event that the LTD Plan is terminated, this Letter of Understanding will terminate on the same date. However, this Letter of Understanding will continue to apply to any employee who continues to receive LTD benefits after the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered a termination of the Plan.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE – LABOUR MANAGEMENT COMMITTEE:

“Michelle Wetherill”

Date: February 4, 2016

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“Val Silva”

Date: February 4, 2016

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

LISTING OF POSITIONS EXCLUDED FROM REGULAR PART-TIME DEFINITION UNDER ARTICLE 4.03

The parties agree that the following is a listing of Regular Part-Time positions which are excluded from the definition of Regular Part-Time under Article 4.03:

- Aquatic Leader I
- Recreation Host
- Youth Worker
- Child Worker
- Children’s Program Leader
- Access Support Worker
- Recreation Support Staff

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“Frances King”

Frances King, Director of Human Resources

“Melissa Dunn”

Melissa Dunn, President

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

WORKERS IN ~~SPECIAL SERVICES~~, CHILDREN’S SERVICES AND YOUTH SERVICES AND
OTHER IDENTIFIED POSITIONS IN RECREATION

Context:

The underlying premise of this Letter of Understanding is that programs and services provided by ~~Special Services~~, Children’s Services and Youth Services shall operate with a high degree of flexibility that enables the Employer to provide services to our community within a limited budget. As such, the parties agree to the following terms and conditions:

This Letter of Understanding applies only to the following positions:

Children’s Program Leader
~~Children’s~~ Worker
Youth Worker
Recreation Support Staff
Access Support Worker

The parties must mutually agree to any additions, deletions or amendments to the list of positions.

The employees in positions covered by this Letter shall be governed by and have access to all articles in the collective agreement that are not specifically excluded or amended in the list below:

~~Article 18.07 (Benefit Entitlement)~~

~~Is replaced with the following language:~~

~~“Effective, 2014 June 16, employees covered by the Letter of Understanding shall receive a four percent (4%) cost settlement on their pay cheque to cover welfare benefits, sick leave benefits, vacation and general holidays, and other miscellaneous benefits.~~

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CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

~~Effective 2015 April 01, the cost settlement referred to in paragraph one above shall increase to eight percent (8%).~~

~~Effective 2016 March 31, the cost settlement referred to in paragraph one above shall increase to twelve percent (12%).~~

~~If, on 2016 March 31, an employee has over two thousand (2,000) hours and up to three thousand five hundred (3,500) hours they shall immediately receive a fourteen percent (14%) cash settlement on his pay cheque in lieu of these benefits. If, after 2016 March 31, an employee accumulates 2000 hours they shall receive a fourteen percent (14%) cash settlement until they accumulate 3500 hours.~~

~~If, on 2016 March 31, an employee has accumulated three thousand five hundred (3,500) hours they shall immediately receive a sixteen percent (16%) cash settlement on their pay cheque in lieu of these benefits. If, after 2016 March 31, an employee accumulates 3500 hours they shall receive a sixteen (16%) cash settlement.”~~

Article 11.01 (Job Postings)

Replace the first paragraph of this Article with the following:

“When the Employer requires additional employees in ~~Special Services,~~ Children’s Services and Youth Services the Employer shall notify the Union in writing and post notice a minimum of five (5) working days in order that all members will know about the positions(s) and be able to make written application. The Employer will post for opportunities a minimum of two (2) times per calendar year, if required. It is recognized that, on occasion, an employee may be hired by ~~Special Services,~~ Children’s and Youth Services outside of the two (2) annual posting periods.”

Article 13 (Hours of Work)

Is replaced by the following Hours of Work and Shift provisions:

Schedule “B”, Note J

Article 13.04 (Break Periods)

Is replaced with the following language:

“Break Periods will be agreed to by the employee and the supervisor depending on the length of the shift and type of work. It is noted that some types of programs do not allow for breaks that can be taken away and apart from the program participants.”

Article 14 (Shift Work and Shift Differential)

Is replaced with the following language:

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

“With the exception of the paragraph below, positions covered by this Letter may be scheduled between the hours of 6:00 a.m. and midnight; Monday to Sunday.

The Employer may institute extended shifts for the purposes of overnight activities or overnight and weekend trips. A flat rate will be paid for each of these programs as set out in the following table:

Overnight Events	Twelve (12) hours pay for each twenty four (24) hour period at the employee’s regular rate of pay, for any overnight event.”
------------------	--

Article 14.08 (Posting of Shifts)

Does not apply to shifts dependent on or determined by program registration.

Article 14.10 (Shift Differential)

Does not apply to positions covered by this Letter.

Article 14.11 (Shift Preference)

Shift preference will be subject to the terms of Article 14.11 except that “ability to perform the work required” will be determined by the application of the Shift Protocol Agreement.

Article 15 (Overtime)

Overtime will not apply to Overnight Events.

Article 15.03 (General Holidays)

Does not apply to positions covered by this Letter.

Article 22.03 (Daily Guarantee)

Is replaced with the following language:

“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) hour pay at the regular hourly rate. There shall be no split shifting of the two (2) hour shifts.

The minimum call for shifts that are dependent on or determined by program registrations will be one and a half (1.5) hours at the employees regular rate of pay rather than the two hour minimum call described above.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

It is also understood that employees covered by this Letter may have shifts cancelled or shortened due to circumstances beyond the Employer's control and there will be no payment for those hours not worked."

Article 22.06 (Provisions for Meals and Rest Periods on Overtime)

Does not apply to positions covered by this Letter.

Article 23 (Job Classification and Reclassification)

Is replaced with the following language:

"The Employer agrees to create job descriptions for all positions listed in this Letter of Understanding.

Positions and job descriptions so established shall not be eliminated without first advising the Union."

Letters of Understanding

With the exception of the Letters of Understanding relating to the Employee Assistance Program Committee and the Joint Statement on Personal and/or Sexual Harassment, no other Letters of Understanding apply to positions covered by this Letter.

Dated this 29th day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

"F. King"

"V. Silva"

Frances King, Director of Human Resources

Val Silva, President

[Amended during negotiations for the renewal of the 2012-16 Collective Agreement.](#)

APPENDIX “C”

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

POLICY AND GROUP GRIEVANCE RE: PART-TIME AND AUXILIARY EMPLOYEES’ PENSION CONTRIBUTIONS

The parties have agreed to the full and final resolution of the above-noted grievance. The specific terms of the agreement are as follows:

1. All part-time and auxiliary employees who are enrolled in the Municipal Pension Plan shall have their percentage in lieu of benefits under Article 18.07 reduced by the following percentages on the following dates, in recognition of the City’s contribution to the Municipal Pension Plan on their behalf:

Date	Reduction	12%	14%	16%
Jan 1, 2016	8%	4%	6%	8%
April 1, 2016	7%	5%	7%	9%
July 1, 2016	6%	6%	8%	10%
Oct 1, 2016	5%	7%	9%	11%
Jan 1, 2017	4%	8%	10%	12%

- (a) As of April 1, 2017, the City shall increase the percentage in lieu for those employees receiving eight percent (8%) per the above chart as of January 1, 2017 to ten percent (10%). This will include employees whose terms and conditions of employment are governed by the LOU found at p. 81 of the 2012-2016 collective agreement.
- (b) The percentages expressed in the top row (12%, 14%, 16%) represent the current percentage in lieu under Article 18.07 of the Collective Agreement.
- (c) The percentages immediately below those percentages represent the percentage in lieu of benefits that will be paid to the employees as of those specified dates.
- (d) This agreement does not affect employees who opt not to join, or who are not eligible to

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

join, the MPP. However, if such employees do join the MPP at any point, their pay in lieu and the applicable reductions will be as per these terms.

2. For all existing part-time and auxiliary employees who have opted out of membership in the Municipal Pension Plan, the Employer will send letters providing them with the opportunity to opt in and explaining the terms of this agreement to them.

3. Settlement Bonus

For all part-time and auxiliary employees who have been enrolled in the Municipal Pension Plan prior to the date of this agreement, the Employer will pay them a grievance settlement bonus of five point two percent (5.2%) of their pensionable salary from December 31, 2015 back to the date of their enrollment or the date of ratification of the last collective agreement (June 16, 2014), whichever is later. The grievance settlement bonus will be paid in the second pay period of 2016.

4. This agreement applies unless the parties negotiate a different agreement during collective bargaining or at any other time.

5. Joan Gordon will retain jurisdiction and remain seized to resolve any issues that may arise regarding the interpretation, application or implementation of this settlement agreement.

6. This settlement agreement shall be subject to a consent order.

7. In consideration of the settlement agreement, the parties agree that the above captioned policy and group grievance is fully and finally resolved.

Dated and effective at Maple Ridge, British Columbia, this 30th day of November, 2015.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“V. Silva”

Frances King, Director of Human Resources

Val Silva, President

Amended during negotiations for the renewal of the 2012-16 Collective Agreement.

APPENDIX “D”

TERMS OF REFERENCE

between the

CITY OF MAPLE RIDGE

(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the “Union”)

RE: AQUATICS SCHEDULING REVIEW COMMITTEE

1. The Employer and the Union agree to establish an Aquatics Scheduling Review Committee (hereafter “the Committee”) comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The Committee will be a sub-committee of the Labour Management Committee and will plan to meet at least once per month following the date of ratification in accordance with a predetermined schedule, agreed by the committee members, until the work is completed. Meetings may be cancelled by mutual agreement of the Committee members if there are no current discussion topics. Additional resource people may be invited to attend as required and agreed by the Committee.
2. The purpose of the Committee shall be to review the operation of the revised aquatics scheduling model, and serve as a venue to discuss any issues that may arise.
3. The members of the Committee shall set dates to meet by mutual agreement.
4. The Employer and the Union agree that the Aquatics Scheduling Guidelines developed during the 2016 round of bargaining will remain in effect until such time as the Employer and the Union agree to amend or delete the Guidelines.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

5. Where an agreement of the Committee is reached, it shall be implemented as soon as possible following approval by the parties.

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“Frances King”

Frances King, Director of Human Resources

“Melissa Dunn”

Melissa Dunn, President

APPENDIX “E”

The following terms are not intended to be ongoing and therefore will not be included in the agreement.

TERMS OF REFERENCE

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

RE: HOURS OF WORK COMMITTEE

1. The Employer and the Union agree to establish an Hours of Work Committee (hereinafter “the Committee”) comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.
2. The purpose of the Committee shall be to review alternate schedules of work and determine whether alternate schedules of work can be implemented in a specific work group for a trial period of no less than one year in duration. The committee will select three (3) diverse work groups for review. The Committee may examine other work groups during the life of the Committee by mutual agreement.
3. Any proposed change in schedules of work must meet the following requirements:
 - maintenance of annual working hours;
 - sufficient departmental coverage;
 - improved service to the public;
 - improved operational flexibility;
 - no additional salary, or benefit cost to the Employer;
 - no reduction in the salaries or benefits of employees; and
 - no increase in operational costs arising from an alternate schedule of work.
4. Where the parties agree to an alternate schedule of work for a work group, the alternate schedule of work shall be implemented in accordance with the agreement reached between the parties.
5. The members of the Committee shall set dates to meet by mutual agreement.

2016 MEMORANDUM OF AGREEMENT
CITY OF MAPLE RIDGE – CUPE LOCAL 622 (cont'd)

6. This Letter and the Committee will expire on 2021 March 31, unless extended by mutual agreement of the parties.

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“Frances King”

Frances King, Director of Human Resources

“Melissa Dunn”

Melissa Dunn, President

APPENDIX “F”

The following guidelines will not be included in the agreement.

Aquatics Scheduling Guidelines

1. Shift schedules are created by the Employer throughout the year and can span from a few weeks to a number of months.
2. The Employer will provide employees with an Availability Form and allow 1 calendar week to complete where on the 7th day the form must be submitted to the Employer. If not submitted by the 7th day, the employee will be placed at the bottom of the seniority list for the purpose of shift assignment for that shift period.
3. The Availability Form will include information on the employees preferred work hours and availability and will specify periods of time where the employee is unavailable. The availability provided is for the entire shift schedule as noted on the availability form.
4. Employees must be reasonably available during operational hours, recognizing that weeknights and weekends are the busiest times of the operation. Conversely, the Employer recognizes that Employees are entitled to time away from work.
5. The Employer will endeavor to schedule the preferred hours desired, however does not guarantee the employee will receive these hours. Schedule design is based on operational needs, seniority and employee availability.
6. A weekly shift block may contain 1 to 5 (6 if requested/identified on availability form) shifts in the seven day period and may contain 4 to 40 hours.
7. Pursuant to Schedule B, Note J, daily hours of work need not be consecutive. It is understood that the following applies to Aquatics only.

Where daily hours are not consecutive, the following shall apply:

- Start and finish times shall be within a twelve hour period.
 - There shall only be one “split” per day and both segments of work shall be a minimum of 2 hours.
 - Unscheduled time shall be no shorter than 30 minutes.
8. The schedule will be provided to staff a minimum of 5 days in advance of first day worked. Should there be a bona fide scheduling error identified prior to the first day worked, the Employer will resolve the issue accordingly.
 9. Annual vacation requests will be reviewed in the same manner and at the same time as full-time staff. Approved time off will not result in lost hours beyond the approved time.

Appendix "G"

LETTER OF UNDERSTANDING

between the

THE CORPORATION OF THE CITY OF MAPLE RIDGE
(the "Employer")

and the

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

RE: SHIFT CHANGE NOTIFICATION FOR EMPLOYEES WORKING UNDER NOTES J, K AND Q OF SCHEDULE B OF THE COLLECTIVE AGREEMENT

1. PURPOSE

The Parties have been in dispute for a number of years regarding the application of notification language for a change in shifts for employees working under Notes J, K and Q of Schedule B; specifically those employees that do not participate in a shift selection process. This Letter of Understanding (LOU) will outline how much notification the Employer is required to provide when a change in the employee's regular work day or work week is required both on a temporary and permanent basis. This LOU is not intended to change the current practices that are in place for the Aquatics division in regards to shift scheduling or notice periods for a change in shifts or shift cancellation. This LOU shall not apply to auxiliary employees.

2. Notice of a Change in Hours of Work/Work Week

Employees listed under Notes J, K and Q who do not participate in a shift selection will be entitled to the following:

- A general work schedule that includes their standard work day and work week. (e.g. An employee who generally works Tuesday to Friday 9am-5pm).
- The Employer must provide 48 hours, notice of a change in an employee's hours of work (e.g. The Employer now requires the Employee to work 10am-6pm).
- The Employer must provide 48 hours' notice of a temporary change in an employee's general work week schedule (e.g. The Employer requires the employee to work Wednesday to Sunday for 2 weeks for a special project)
- The Employer must provide 5 working days (based on the employee's general work schedule) of a permanent change in an employee's general work week schedule (eg. The Employer requires the employee to work Wednesday to Sunday for the foreseeable future). When shifts are changed, or positions hired, employees in the positions will be given shift preference on the basis of seniority.

Employees listed under Notes J, K and Q who do participate in a shift selection will have standard notification rights under Article 14. These employees are entitled to 5 days' notice of a shift being put in place and 5 days' notice of a major change in shift schedule.

3. Overtime

If the notice requirements in Section 2 are not provided then the appropriate overtime provisions shall apply.

If the Parties mutually agree to less notification then the overtime provisions would not apply.

4. Addition of Positions to Note J

The Parties agree to the addition of the following positions into Note J:

- Recreation Programmer – Special Events & Volunteers
- Children's Programmer
- Social Planning Analyst
- Recreation Programmer (Health and Wellness)
- Building Services Supervisor
- Marketing and Communications Coordinator
- Aquatics Programmer
- Facility Operations Supervisor

5. Review

The Parties both acknowledge that the Notes in question cover a large and diverse part of the workplace and not every issue can be anticipated. It is agreed that this LOU will be reviewed in 6 months from the time of signing and either Party can cancel the LOU without reason. In the event that the LOU is cancelled, the Union reserves the right to raise grievances related to the Notes or Article 13.05 or any other Article that is impacted by this LOU. If the LOU is resigned the parties can agree on a new termination date.

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“Frances King”

“Melissa Dunn”

Frances King, Director of Human Resources

Melissa Dunn, President