

2003

MEMORANDUM OF AGREEMENT

between the

CITY OF BURNABY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE CITY OF BURNABY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU APPROVES, THEN TO THE BURNABY CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR INSIDE, OUTSIDE AND FOREMEN COLLECTIVE AGREEMENTS COMMENCING 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreements"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreements continue except as specifically varied below by paragraphs 2 to 16 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for four (4) years from 2003 January 01 to 2006 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of

2003 MEMORANDUM OF AGREEMENT
CITY OF BURNABY – CUPE LOCAL 23 (cont'd)

the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreements.

3. **General Increase** (Inside, Outside, Foremen)

- (a) Effective 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:
 - (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,
 - or
 - (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Direct Deposit** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that all new employees shall be enrolled in the direct deposit system. The parties further agree that they will work jointly to promote the direct deposit system to current employees not on direct deposit.

5. **Extending Promotion Probationary Period When Absent** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following to Clause 6.13(b) of the Inside Division, Clause 6.15(d) of the Outside Division, and Clause 6.14(d) of the Foremen Division:

“Where a promoted or transferred employee is absent for ten (10) or more working days during the in-service probationary period, the in-service probationary period shall be extended by the number of days absent exceeding ten (10) working days.”

6. **Extended Health Benefits Plan** (Inside, Outside, Foremen)

The Employer and the Union agree to:

- (a) effective 2004 January 01, amend the chiropractic and acupuncture coverage to provide a combined maximum of \$500 per calendar year;
- (b) effective 2004 January 01, add coverage for laser eye surgery in the amount of \$500 per eye per lifetime;
- (c) effective 2004 January 01, increase coverage for Hearing Aids to \$1,000 over a five-year time frame (60 months);
- (d) effective 2004 January 01, add coverage for eye exams in the amount of \$75.00 every two years;
- (e) effective 2004 January 01, add coverage for oral contraceptives; and
- (f) effective 2004 January 01, increase the EHB deductible to \$50; and effective 2005 January 01, increase the EHB deductible to \$100.

Subject to mutual agreement on the wording, the Employer and the Union agree to reflect the coverage listed in paragraphs (b), (c), (d) and (f) above in Clause 10.30 (all Agreements).

7. **Pension “Buy-Back” Provision** (Inside, Outside, Foremen)

Effective date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Clause 10.71 (all Agreements) to conform with the new Municipal Pension Plan regulations regarding pension buy-back by adding the following new paragraph:

2003 MEMORANDUM OF AGREEMENT
CITY OF BURNABY – CUPE LOCAL 23 (cont'd)

“Where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Employer shall, upon the employee’s retirement, reimburse the employee for one-half (½) of the cost previously paid by the employee provided the employee has reached the minimum retirement age.”

8. **Extended Health Benefits – Paramedicals** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to resolve the outstanding issue of Extended Health Benefits Plan coverage for the five paramedical services no longer covered by the Medical Services Plan by removing the \$10 limit that currently exists.

9. **Benefits for Regular Part-Time and Auxiliary Employees** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the words “(35-hour work week positions), 978 hours (37.5-hour work week positions) or 1044 hours (40-hour work week positions),” between the words “913 hours” and “and regularly” in the first lines of Clause 10.60(b), (c) and (d) (all Agreements).

This shall only apply to employees hired after the date of ratification.

10. **Sick Leave Reimbursement** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree add a new section to Clause 10.40 (all Agreements) as follows:

“Sick Leave Reimbursement

The Medium and Long Term Disability Plan benefits shall be reduced by any benefits an employee receives from the following sources:

- (a) any Workers’ Compensation Act or coverage or similar legislation;
- (b) disability benefits payable by the Canada/Quebec Pension Plan (excluding dependent benefits and future cost of living adjustments);
- (c) any amount of disability income provided by any compulsory act or law.”

11. **Apprenticeship Committee**

The Employer and the Union agree to establish an Apprenticeship Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall meet as often as necessary to study, review and discuss the viability of an apprenticeship program at the City of Burnaby and where the Employer determines such a program is viable, the Committee shall review and discuss the various aspects related to the implementation of such program.

The Committee shall report its findings and recommendations by 2004 July 01 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

12. **Temporary Full-Time Service Porting to Regular Full-Time** (Inside, Outside, Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Clause 6 (all Agreements):

“Temporary Full-Time Service Porting to Regular Full-Time

- (a) A Temporary Full-Time Employee who becomes a Regular Full-Time Employee without a break in service exceeding twelve (12) months, shall upon successfully completing their probationary period, be credited with such service as a Temporary Full-Time Employee.
- (b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g., vacations, increments, etc.
- (c) Current Regular Full-Time Employees who formerly worked as Temporary Full-Time Employees and who obtained seniority will also have their past Temporary Full-Time service credited for these same purposes.”

13. **Foremen – Early Reporting Pay** (Foremen only)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “B”, Note F, of the Foremen’s Agreement, by replacing

the words “one-quarter (1/4) hour” with the words “one-half (1/2) hour” and the words “one (1) pay grade” with the words “two (2) pay grades”.

14. **Conversions**

While not to be included in the Collective Agreement, the Employer will provide the Union with an annual listing of all hours worked by Temporary Full-Time, Regular Part-Time and Auxiliary Employees including employee name, classification and department on an annual basis.

15. **Auxiliary Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to establish a joint committee consisting of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union to review the issue of scheduling of Auxiliary Employees in the Parks, Recreation and Cultural Services Department. The Committee shall report its findings and recommendations by 2003 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

16. **Housekeeping**

Effective 2003 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreements, shall be included in those new Collective Agreements. Such items also include:

- (a) removing outdated effective dates;
- (b) replacing all references to “Municipal Superannuation Plan” with “Municipal Pension Plan”.

17. **Drafting of New Collective Agreements**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreements is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreements, the amended or new provision only shall appear in the new Collective Agreements together with a sentence referencing its effective date.

18. **Ratification**

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

2003 MEMORANDUM OF AGREEMENT
CITY OF BURNABY – CUPE LOCAL 23 (cont'd)

Signed this ____ day of _____, 2003.

**BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:**

**BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 23:**
