

2003

MEMORANDUM OF AGREEMENT

between the

CITY OF COQUITLAM
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
(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 COQUITLAM (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 COQUITLAM CITY COUNCIL;

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below by paragraphs 2 to 18 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement 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 the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

- (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 April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 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 February 28, 2006. 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. **Auxiliary to Temporary Full-Time Status**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new provision to Schedule “E”, paragraph 13(1), to read as follows:

“An Auxiliary Employee who has been employed full-time for more than six (6) continuous weeks shall commence on the first day of the seventh (7th) week, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees.”

5. **Conversions**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the conversion of fourteen (14) positions from Auxiliary/Temporary Full-Time to Regular Full-Time and eighteen (18) positions from Auxiliary to Regular Part-Time and as well as the conditions surrounding such conversions:

- (a) Where the incumbent in the position being converted has been in the position for two (2) years or longer, the incumbent shall be appointed to the position without a probationary period;
- (b) Incumbents of converted positions shall receive benefits in accordance with their new employee status;
- (c) Where the position being converted has been occupied for less than two (2) years by the same incumbent, the position will be posted and all appropriate provisions will apply;
- (d) A Temporary Full-Time Employee who becomes a Regular Full-Time Employee pursuant to this paragraph (5) shall, upon successfully completing their probationary period, be credited with such unbroken service as a Temporary Full-Time Employee in calculating their seniority.

The Employer agrees to review the employee status of Aquatic positions to determine if any of the positions should be converted to Regular Full-Time or Regular Part-Time status. The review shall be completed by 2003 December 01 and shall be referred to the Labour/Management Committee for discussion. Any recommendation to create Regular Full-Time and/or Regular Part-Time positions must be approved by City Council.

6. **Auxiliary Committee**

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union to review the issue of scheduling of Auxiliary Employees. The Committee shall report its findings and recommendations by 2004 June 30 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

7. **Trades Adjustment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.9 by:

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- (a) adding the words “and Trades Adjustments” to the title of the provision; and
- (b) adding the following at the end of the provision:

“Note: In the case of a Trades classification, the Employer is not restricted to making adjustments to the entire classification but may make a separate adjustment to any specific trade(s) covered by that classification.”

8. **Extended Health Benefits**

The Employer and the Union agree to:

- (a) effective the first of the month following the date of ratification, increase the acupuncture coverage to a maximum of \$200.00 per calendar year;
- (b) effective the first of the month following the date of ratification, increase the podiatrist coverage to a maximum of \$350.00 per calendar year;
- (c) effective 2004 January 01, add coverage for eye exams in the amount of \$75 every two (2) years;
- (d) effective 2004 January 01, increase vision care coverage to \$300.00 every two (2) calendar years;
- (e) effective 2004 January 01, add coverage for oral contraceptives;
- (f) effective 2004 January 01, increase the EHB deductible to \$50; effective 2005 January 01, increase the EHB deductible to \$100; and
- (g) effective 2006 January 01, increase the EHB deductible to \$150 and increase the lifetime maximum on Dental Plan “C” to \$4,500.

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

9. **Extended Health Benefits – Paramedicals**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to resolve the outstanding issue of Extended Health Care Plan coverage for the five paramedical services no longer covered by the Medical Services Plan by removing the \$10 limit that was implemented in 2002.

10. **Workers' Compensation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.4 by:

- (a) replacing the words “regular full salary” with “approximate net salary” in the first sentence;
- (b) replacing the word “pay” with “advance” in the second sentence; and
- (c) adding “Where WCB subsequently accepts an employee’s claim, the employee’s pay shall be recalculated retroactive for the period of the claim.” as a new third sentence.

11. **Car Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to replace Article 15.1 with the following:

- “(a) When, in its sole discretion, the Employer deems transportation is necessary, the Employer will provide either means of transportation exclusively at the cost of the Employer, or pay a car allowance to authorized employees in accordance with the City of Coquitlam’s current policy.
- (b) Employees who as a condition of employment are required to provide a vehicle for city business regularly every day and who drive in excess of an average of 800 kilometres per month, may elect to have the Employer supply them with a City vehicle, subject to the following conditions:
 - (1) that an Agreement is entered with the Employer that the City vehicle is to be used only on City business for a minimum period of two years, subject however to the termination of the Agreement if the employee retires or transfers to another position within the City of Coquitlam and the employee no longer requires the use of a vehicle on the same basis as when the Agreement was entered into;
 - (2) employees who wish to elect use of a City vehicle shall request such use at least 8 weeks prior to the City going out to tender for vehicle requirements;

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- (3) in computing the limitation of 800 kilometres per month, temporary or intermittent periods of driving less than 800 kilometres per month shall be ignored (e.g. vacations, sickness, temporary change of work routine);
- (4) employees who elect for the use of a City vehicle and who subsequently, as a result of a change in work routine, drive less than the 800 kilometres per month limitation, shall be allowed to continue for a period of one year as long as such employees otherwise continue to qualify under this paragraph (b);
- (5) in the event of a difference as to the interpretation of this regulation, the City Manager shall make the decision relating thereto and shall take into account representations from the employee concerned and Union representatives. The decision of the City Manager shall be subject to Article 14, Grievance Procedure, of this Agreement.”

12. **Job Evaluation Committee**

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Union (including a representative from CUPE National) and not more than four (4) representatives of the Employer (including representatives from the GVRD Labour Relations Department) to discuss the development and implementation of a new Job Evaluation system.

The Committee shall report its findings and recommendations by 2004 December 31 or such later date as mutually agreed, to their respective principals. Where a recommendation is approved and ratified by the principals of both parties, such recommendation may be implemented during the term of the Agreement.

13. **Bargaining Unit Exclusions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to exclude the following positions: Payroll Supervisor and Municipal Accountant, and delete them from Schedule “A”.

14. **Benefits Committee**

The Employer and the Union agree to replace the Local Benefits Committee currently contained in Schedule “H” with the following:

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“The Employer and the Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave Plans, and Long Term Disability. It is understood by both parties that any restructuring of benefits is to be done on a cost-neutral basis.

The Committee shall report its findings and recommendations by 2004 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.”

15. **Wage Adjustment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to revalue the Project Coordinator Engineering class from Pay Grade 26 to Pay Grade 27. The Union agrees that this revaluation shall not be used as criteria to request that any other rates of pay be amended.

16. **Pool Service Worker**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the words “Pool Service Worker” to the last sentence of Schedule “A”, Note F which shall make the class eligible for shift premium.

17. **Flexible Scheduling Committee**

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union to discuss the issue of Flexible Scheduling for employees. The Committee shall report its findings and any recommendations by 2004 June 30 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

18. **Housekeeping Matters**

Effective 2003 January 01, the Employer and the Union agree to make the following housekeeping changes to the new Collective Agreement:

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- (a) subject to mutual agreement during the drafting of the Agreement, update the Notes in Schedules “A” and “B” to reflect which classes are eligible for shift premium;
- (b) delete Schedule “G” and the cross-reference in Article 9.2(a);
- (c) subject to mutual agreement during the drafting of the Agreement incorporate the hours of work Letters agreed to during the term into the relevant sections of the Agreement;
- (d) delete outdated items from Schedule “H”, 1981 - #10, 1993 - #1, #2; and
- (e) any other changes mutually agreed to during the drafting of the Agreement.

19. **Asphalt Crew**

While not to be included in the new Collective Agreement, the Employer agrees to reimburse Regular Full-Time Employees who are assigned to the paving crew on a year-round basis up to \$75 every twelve (12) months towards the purchase of work boots upon presentation of receipts.

20. **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 the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

21. **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.

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Signed this ____ day of _____, 2003.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 386:
