

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

TO THE JANUARY 01, 1999 – DECEMBER 31, 2001 CONTRACT

October 28, 2002

PREVIOUS CONDITIONS

All of the terms of the 1999 – 2001 collective agreement continue except as specifically varied below.

The terms and conditions of this agreement will be effective as of the date of ratification by the Parties, unless otherwise specified in this agreement.

All items previously agreed to in accordance with *City of Port Coquitlam Agreed To Additions/Amendments – September 19, 2002* document.

1. TERM OF AGREEMENT AND WAGES

This agreement shall be for the period from and including January 1, 2002 to and including December 31, 2004, and from year to year thereafter subject to the right of either party to this Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2004) or immediately preceding the last day of December in any year thereafter, by written notice, require the other party to the Agreement to commence collective bargaining.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia shall be specifically excluded from, and shall not be applicable to this Agreement.

Wages:	April 1, 2002	3.0%
	January 1, 2003	2.5%
	January 1, 2004	2.5%

2. ARTICLE 12 – HOURS OF WORK

12.6 OVERTIME AND CALL-OUT PROVISIONS

(b) Authorization and Assignment

Employees shall be paid overtime, provided same is first authorized by the Employer. Opportunities for overtime work shall be offered equally among the employees who are willing and capable to perform the work that is available in accordance with the following:

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

1. Overtime is first offered to the employee currently in the process of completing an assigned task;
2. Overtime is then offered to the employees, and assigned in the following order:
 - a) Specific classification within the section
 - b) Specific classification within the division
 - c) Specific classification and home location
 - d) Section
 - e) Division and home location
 - f) Home location

Any other overtime such as call out shall be offered in the same manner.

(c) REST PERIOD FOLLOWING OVERTIME OR CALL OUT

- (i) Except as outlined in sub-section (ii) and (iii), employees working overtime or call-out which ends within eight (8) hours of their next regularly scheduled shift shall receive eight (8) consecutive hours time off without loss of pay.
- (ii) Employees on call-out shall receive eight (8) consecutive hours time off without loss of pay unless the call-out commenced three (3) hours or less from the start time of their regularly scheduled shift.
- (iii) Employees on call-out for snow clearing only shall receive eight (8) consecutive hours time off without loss of pay unless the call-out commenced four (4) hours or less from the start time of their regularly scheduled shift.
- (iv) Sub-section (ii) and (iii) applies only if the number of hours the employee works exceeds two (2) hours.

3. ARTICLE 18 – VEHICLE ALLOWANCES

18.8 Vehicle Allowance

- (a) Employees required to use their own vehicles for the Employer's business shall be reimbursed at the rate of 41 cents per kilometer.
- (b) No change
- (c) No change
- (d) Employees who are called out shall receive compensation at the rate of 41 cents per kilometer when providing their own transportation to a maximum of \$17.00 per call out.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

4. ARTICLE 17 – LEAVE OF ABSENCE

17.3 Maternity and Parental Leave

a) Maternity and Parental leave will be granted in accordance with the prevailing federal and/or provincial legislations.

b) **Notice Requirements and Commencement of Leave**

i) An employee shall provide written notice, including the expected birth date or adoption, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.

ii) An employee who requests leave for the adoption of or caring of a child shall be required to provide proof of adoption or birth of the child.

iii) The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. In the event that the pregnant employee cannot reasonably perform their duties, the Employer shall attempt to provide alternative productive employment. If the pregnant employee is not able to perform the alternate duties, the Employer may require the pregnant employee to commence her leave. In such cases the employee's previously scheduled leave period will not be affected.

iv) An employee on maternity or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth shall be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

c) **Return to Work**

On resuming employment an employee shall be reinstated in their previous position. For the purposes of pay increments, benefits and service related entitlements, such as vacation entitlement (but not for public holidays); maternity and parental leave shall be counted as service.

d) **Sick Leave**

- i) An employee on maternity or parental leave shall not be entitled to sick leave during the period of leave.
- ii) Subject to paragraph (d) (i), an employee on maternity or parental leave who has notified their Manager of their intention to return to work pursuant to paragraph (b) (v) and who subsequently suffers an illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits, upon satisfactory proof of illness, commencing on the first day on which the employee would otherwise have returned to work.

e) **Health and Welfare Benefits**

- i) Health and Welfare benefits shall continue uninterrupted during the period of time the employee is on maternity or parental leave, provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost shared or where the premiums are the sole responsibility of the employee.
- ii) Pension contributions will be governed by the provisions of the Municipal Pension Plan Regulation, which may change from time to time.

f) **Supplementary Employment Insurance Benefits (SEIB) Plan**

Effective January 1, 2003:

- i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB payments.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

- ii) Subject to the approval of Human Resources Development Canada (HRDC), birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by the employee and ninety-five percent (95%) of the base weekly earnings, and is paid as follows:
 - (1) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (2) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (3) Base weekly earnings for a full-time employee shall be defined as the employee's classification rate multiplied by the full-time employee's regular weekly hours.
 - (4) Base weekly earnings for a part-time employee shall be defined as the employee's classification rate multiplied by the part-time employee's average weekly hours worked in the twelve (12) calendar months prior to the maternity leave. Base weekly earnings shall include the percentage paid in lieu during the twelve (12) calendar months prior to the maternity leave.
- v) The SEIB Plan meets the requirements of Section 38 of the HRDC - Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

vi) Income tax rules or regulations may require a payback of Employment Insurance earnings; depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee a specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of federal and/or provincial regulations.

5. ARTICLE 18.9 – INCREMENTS

Effective January 1, 2002, the following accumulations towards increment progression shall commence.

On call employees shall be granted increments on the basis of hours worked within a classification. To be eligible for an increment, the on call employee must work the equivalent of full time in that classification.

Employees awarded time stated positions shall, for increment purposes only, accumulate the hours of service within that classification towards increment progression.

6. STAFFING AND MAINTENANCE WORKER AGREEMENT

See attached Appendix I.

7. ARTICLE 20 – HEALTH AND WELFARE BENEFITS

Effective the first of the month following date of ratification of this collective agreement, amend (c) Weekly Wage Indemnity coverage to reflect the following provisions:

- Illness/accident waiting period - 10 working days (2 weeks) for accident or illness
- Coverage – no change to 17 week coverage
- Extended Health Benefits coverage increases to \$1,000,000 Lifetime limit effective first of the month following ratification of agreement.
- All cost-share arrangements remain unchanged.

Extended Health Benefits Coverage Amendments effective January 1, 2003

Vision Care \$75 per person for eye examinations every two (2) years

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

Vision Care	Increase coverage to \$350 every two (2) years
Paramedicals	Increase reimbursement to \$15 per visit
Acupuncture	Cap increased to \$200 per person per calendar year
Chiropractor or Naturopath	Cap increased to \$350 per person per calendar year
Physiotherapist/ Massage Therapist	Cap increased to \$400 per person per calendar year
Podiatrist	Cap increased to \$250 per person per calendar year
Psychologist	Cap increased to \$300 per person per calendar year
Hearing Aids	Cap increased to \$700 per person every five (5) calendar years
Mastectomy Brassieres	One (1) brassiere per breast prosthesis per person to a maximum of two (2) brassieres every two (2) calendar years
Wigs/Hairpieces	\$1,000 per person every two (2) calendar years
Dental	Plan C: Lifetime maximum of \$3000/per person per lifetime

8. ARTICLE 9 - SENIORITY

9.3 CALCULATION OF SENIORITY

- (b) Regular Employee (Part -Time)
 - (i) Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer. Seniority shall be calculated on the basis of hours scheduled, and seniority for shifts not worked shall be in accordance with Article 9.5.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

9.5 RETENTION AND ACCUMULATION OF SENIORITY

(a) RETENTION OF SENIORITY

It is agreed between the parties that seniority shall be retained on the following basis:

- (i) Regular employees who are laid off with less than one (1) year of service shall retain seniority for a period of nine (9) months.
- (ii) Regular employees who are laid off after one (1) year of service shall retain their seniority for a period equal to their length of service to a maximum of three (3) years.
- (iii) Authorized leave of absence beyond thirty (30) calendar days.

(b) ACCUMULATION OF SENIORITY

An employee shall accumulate seniority as set out in this Article during the following absences:

- (i) Absence due to a bona-fide sickness, provided such sickness is certified by a qualified medical practitioner, pursuant to Article 15.6.
- (ii) During an employee's approved paid leave.
- (iii) During maternity/parental leave.
- (iv) For the first thirty (30) calendar days of an approved unpaid leave of absence.
- (v) Absence while serving in Her Majesty's Armed Forces, in times of a national emergency after employment by the Employer, shall be considered as having leave of absence, and shall retain their seniority rights; and shall continue to accumulate seniority, provided such seniority rights are asserted within ninety (90) days of honorable discharge.

Article 12 – Hours of Work

Incorporate the LETTER OF UNDERSTANDING (Inside Staff – Part time – Exceptions) into the collective agreement.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

12.2 SCHEDULE "B"

(d) Inside Staff – Part Time - Exceptions

Exceptions to these hours of work, and other entitlements in this Article, are made for the following positions:

The hours of work for Schedule "B" position classification of Recreation Program Coordinator – Part Time shall be a maximum of seven (7) hours per day and thirty-five (35) hours per week, but may have a work day other than 8:00 a.m. to 5:00 p.m., and a work week other than Monday to Friday, inclusive.

Employees in these positions may be required to work any five (5) consecutive days followed by two (2) consecutive days of rest. When changes to the work week schedule are necessary, see 12.9 (d) of the Article if regular rest day(s) are lost.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.2 Part Time Employees

Regular part time employees shall receive the wage rates, conditions of employment, and perquisites specified in this agreement on a pro-rata basis according to their hours of work.

Notwithstanding the above, all part-time Schedule "C" employees shall be paid an additional 16% of their total earnings (including overtime pay) in lieu of all benefits.

Delete the next sentence that refers to the 1981-82 contract and the use of sick credits for Schedule C employees.

In the event that the personal circumstances change for an employee, the employee may request a change from pay in lieu of benefits to taking pro-rata benefits, or vice versa. Effective January 1, 1999, the employee has to work twenty (20) or more regular hours per week, or have worked more than one thousand (1,000) hours in the previous calendar year and have completed his/her probationary period. The pro-rata benefits would include: group life insurance, medical, dental and extended health benefits.

To provide a consistent level of group life insurance to these Schedule "C" employees, the sub committee recommends that the group life insurance coverage be based on 1.5x the annual full time earnings of the occupation. For example, a

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

Cashier Attendant who elects the benefit coverage would be provided with group life coverage based on the annual earnings of a full time Cashier Attendant.

Further, when these Schedule "C" employees elect for benefit coverage the following percentages shall apply:

Employees with less than five (5) years of seniority and electing benefits, shall continue to receive 8% in lieu of vacation, statutory holidays and other paid leaves.

Employees with five (5) and more years of seniority and electing benefits, shall continue to receive 10% in lieu of vacation, statutory holidays and other paid leaves.

This does not impact the current practice with regard to pension eligibility, contributions and the reduction of the percentage in lieu when part-time Schedule "C" employees become members of the Municipal Pension Plan.

The sub committee agrees to recommend the Letter of Understanding, Part-Time Schedule "C" Scheduling to their Bargaining committee.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

LETTER OF UNDERSTANDING
(Part-Time Schedule “C” Scheduling)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

PREAMBLE:

This letter of understanding has been established to assist supervisors in maintaining consistent decisions and to minimize the number of shift signings required. The following procedures recognize the principle of seniority and the spirit of the collective agreement.

1.0 DEFINITIONS:

For the purpose of this document:

- 1.1 “Shift” means an individual’s daily work schedule.
- 1.2 “Weekly schedule” means a pattern of daily shifts within a week of a seasonal schedule.
- 1.3 “Seasonal schedule” means a schedule covering two weeks to four months at a time.
- 1.4 “Interim schedule” means a temporary schedule between seasonal schedules (ie. Christmas break, Spring break).
- 1.5 Program Staff means the positions of:
 - Aquatic Leader
 - Food Service Worker
 - Recreation Worker

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

- Senior Sport/Wellness Leader
- Youth Worker

1.6 Support Staff means the positions of:

- Building Service Worker (subject to change)
- Cashier Attendant
- Concession Worker
- Rink Patrol
- Vector Control Worker

2.0 TIME OFF REQUESTS

2.1 To request time off from their schedule, employees shall submit a *Time Off Request* form to their immediate supervisor.

2.2 Employees are encouraged to submit their time off requests by March 31st, as seniority will prevail until then. After March 31st it is “first come, first serve”. Time off requests for the period between January 1st and March 31st will be considered on a first come basis.

2.3 Unused time off requests (see Section 2.6) are not to be carried over into the following year.

2.4 Assess each request on, but not limited to:

- Operational requirements of the work area
- Job duties (ie. Aquatic Leader in the middle of a lesson set)
- Amount of time being requested
- Cost to the City (ie. training replacement)

2.5 The operational requirements will be based on the required service levels. These requirements may vary from time to time and vary from work group to work group.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

- 2.6 Upon completion of the employee's probationary period, supervisors may grant time off requests as per the table below:

Years of Seniority	Number Of Time Off Requests
1 - 3	2 requests, up to a total of 14 calendar days per year - staff could get 2 weeks off if they are working 5 out of 7 days a week.
4 - 7	3 requests, up to a total of 21 calendar days per year - staff could get 3 weeks off if they are working 5 out of 7 days a week.
8 or more	4 requests, up to a total of 28 calendar days per year - staff could get 4 weeks off if they are working 5 out of 7 days a week.

2.6.1 Each request can only be for up to one calendar week of consecutive days. This clause is needed to prevent a 1-3 year seniority staff person (for example), that only works one shift per week, from taking 2 ½ months off (their 14 calendar days per year).

- 2.7 The supervisor has the responsibility to inform staff whether the request is approved or denied.

- 2.8 Seniority shall continue to accumulate during this core time away.

3.0 ADDITIONAL TIME OFF

- 3.1 If an employee requests more time off than what they are eligible for (section 2.6), then their request should be considered on an individual basis, using the same criteria outlined in section 2.4.
- 3.2 If an employee's request is for more than 30 calendar days, the Manager will forward the request and background information with a recommendation to the Director for review and consideration.
- 3.3 The accumulation of seniority shall be in accordance with the terms of the collective agreement.

4.0 ABSENCE DUE TO SICKNESS

- 4.1 Supervisors are to ensure their staff, are aware of the reporting of absence procedures for their area.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

- 4.2 Staff that are scheduled to “return to work” during a seasonal schedule will be included in the shift signing process for the applicable season.
- 4.3 The accumulation of seniority shall be in accordance with the terms of the collective agreement.

5.0 SHIFT SIGNING PROCESS

- 5.1 Seasonal schedules will be posted for different periods of time depending on the operational requirements of that work area.
- 5.2 Staff will be notified of each upcoming shift signing.
- 5.3 Prior to the shift signing process, the schedule shall be posted and circulated to staff for their review.
- 5.4 To minimize the need for shift signings, supervisors will endeavour to design seasonal schedules. This will vary from work area to work area based on operational needs.
- 5.5 The shift signing process shall be conducted in order of seniority approximately seven (7) days but not less than forty-eight (48) hours prior to the shifts commencing.
- 5.6 Staff shall be assigned a specific day and time to sign/call in for their shift. They may choose to sign in person, by phone, or by leaving their choices marked on a copy of the seasonal schedule stating their shift preferences (in priority order), including enough choices to cover the number of staff ahead of them in seniority.
- 5.7 If staff miss their allotted time, they will be bypassed. If or when that staff person makes contact; they will have the choice of the shifts still available at that time. If no contact is made, then that staff person will be assigned the shift that is available at the end of the shift signing process and this will remain their shift until the next shift signing process takes place.
- 5.8 If a staff person cannot sign for a shift on a seasonal schedule, then they will be considered to have resigned.
- 5.9 On an interim schedule, there may be opportunities for staff to not sign for a shift, providing operational requirements can still be met.
- 5.10 All schedules will note that they are subject to change.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

6.0 STAFF LEAVE THEIR POSITION

- 6.1 The parties agree that consistency of staff in the areas of program instructors is good customer service and reflects positively on staff and the City in general. Therefore to minimize disruption, in the event that a staff person involved in instruction leaves their position during a seasonal schedule, the vacancy will be filled by one individual either through the reassignment of the shifts in order of seniority or by the posting procedure.
- 6.2 In the event that a vacancy occurs within the support staff, the following process will apply. In the event that a posting occurs to fill the vacancy, and after the successful candidate has been appointed, then based on seniority, the staff within the seasonal schedule shall notify the supervisor in charge of the area that they are interested in the vacancy. They must accept the entire seasonal schedule to be considered eligible for the schedule.
- 6.3 In the event that there is not an employee available to fill the vacancy, or the City chooses not to fill the vacancy, then the shifts within the applicable seasonal schedule will be reassigned for the duration of the seasonal schedule.
- 6.4 Shifts, where possible, must be replaced by one employee, in order of seniority and without incurring overtime.
- 6.5 If the above is not possible, the seasonal schedule should be broken up to meet operational requirements and then the shifts should be offered to staff, in order of seniority and scheduled availability, as long they will not be incurring overtime.
- 6.6 If any shifts remain at the end of the process, they should be assigned in reverse order of seniority provided that they will not be incurring overtime.
- 6.7 These hours should remain reassigned until a replacement person is hired or until the next seasonal shift signing.

7.0 REDUCING/INCREASING STAFF HOURS DURING A SEASONAL SCHEDULE

- 7.1 If a situation (normally resulting from an action that was not anticipated at the time of a seasonal shift signing e.g. events added/cancelled; program added/cancelled) should arise that results in a requirement to reduce/add hours to a seasonal schedule, then the hours will be deducted from/added to the applicable shift(s), for up to the remaining duration of the schedule

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

without a shift signing process.

8.0 LAY-OFFS

8.1 If during a seasonal schedule there are more staff than there are shifts available then layoffs will occur in reverse order of seniority, in accordance with the collective agreement.

These procedures are subject to review and revision.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the _____ day of _____ 2002.

President, CUPE 498

City Administrator

Representative, CUPE 498

Manager, Human Resources

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

9. AGREED TO LIST - November 7, 2001

The following items have been agreed to between the Parties, effective November 7, 2001:

ARTICLE 4 – EMPLOYER’S RIGHTS

Remove apostrophe from “it’s”

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.5 Meeting of Committee

The parties clarified that the reference to committee means the Labour Management Committee.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.7 - Trial Period

Agreed to amend the article by changing the reference to “Bargaining Committee” to “Union”.

ARTICLE 20 – WELFARE BENEFITS

Agreed to amend the title to Health and Welfare Benefits.

20.2 Group Medical and Insurance Benefits

Agreed to amend the title to Group Medical, Extended Health Care, Dental and Insurance Benefits.

ARTICLE 21 – SAFETY AND HEALTH

21.9 Disclosure of Information

Agreed to remove the apostrophe in “it’s”.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

10. AGREED TO ITEMS – SEPTEMBER 19, 2002

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

To read:

Administration Clerk
Administrative Assistant to the Mayor & City Administrator
Area Recreation Manager
Assistant City Engineer
Assistant Operations Manager
Budget Officer
City Administrator
City Clerk
City Engineer
Deputy Administrator/City Treasurer
Deputy City Engineer
Deputy Director of Parks and Recreation
Deputy Treasurer/Finance
Director of Corporate Services
Director of Development Services
Director of Human Resources
Director of Parks and Recreation
Human Resources Assistant
Human Resources Advisor
Human Resources Clerk
Labour Relations Officer
Manager of Bylaw and Legislative Services/Deputy City Clerk
Manager, Building Permits and Inspections
Manager, Communications and Administrative Services
Manager, Human Resources
Manager of Information Services
Manager of Parks - Planning & Design
Manager, Parks and Services
Manager of Revenue and Collections
Operations Manager
Project Engineer
Purchasing Manager
Senior Human Resources Advisor
Senior Project Engineer
Vector Control Officer

Update all references to Superannuation or the Pension (Municipal) Act to Pension Corporation and/or Municipal Pension Plan.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

11. AGREED TO – NOVEMBER 14, 2001

Renewal of:

Letter of Understanding – Nine-Day Fortnight – Payroll Staff, with cancellation clause

Memorandum of Interim Agreement – Terms for the Construction Division in the Engineering Operations Department

Memorandum of Agreement – Terms for Refuse, Composting and Recycling Collection Service in Port Coquitlam

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

LETTER OF UNDERSTANDING

(Nine-Day Fortnight - Payroll Staff)

BETWEEN

THE CITY OF PORT COQUITLAM

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

(hereinafter referred to as the "Union")

Due to the special situation in the payroll area as a result of the stringent time line demands of direct deposit, the Employer and Union agree to a Nine-Day Fortnight for the full time Payroll Staff which will enable the Direct Deposit process to take place efficiently and effectively.

There shall be no additional costs incurred to the Employer and no decrease in customer service levels.

The compressed work week schedule will consist of eight (8) 7 ³/₄ days and one (1) 8 hour day, although the Employer reserves the right to schedule an employee for nine (9) hours, without incurring overtime costs when a statutory holiday occurs within a pay period. Overtime will be paid for all hours worked in excess of 70 hours bi-weekly and all hours in excess of 42.5 hours weekly. The hours of work will fall between 8:00 a.m. and 5:30 p.m., Monday to Friday.

The Employer will be responsible for scheduling the compressed work week day off for employees working a Nine-Day Fortnight. The employee's desire for the day of the week for their compressed work day off will be reasonably accommodated subject to work requirements.

Unpaid meal periods shall be scheduled as close as possible to the middle of the work day. The length of the meal period shall not be less than thirty (30) nor more than sixty (60) minutes and shall be discussed by the Employer and the specific employees.

When a statutory holiday falls on an employee's scheduled compressed work day off, the employee will have another compressed work day off that is agreeable to the Employer. The rescheduling of a compressed working day off due to a statutory holiday cannot include the one-day that is eight (8) hours in length during a Nine-Day Fortnight period.

Sick leave will be based on the actual hours of time lost due to sickness. In the event sickness occurs during a non-standard 7³/₄ hour work day, sick leave will be paid for a

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

maximum of 7 ¾ hours. In the event sickness occurs during a scheduled non-standard eight (8) hour work day, sick leave will be paid for a maximum of eight (8) hours. In the event sickness occurs during a scheduled compressed work day off, no sick leave benefits will be paid.

No claim for “Acting in a Senior Position” shall be made because of the absence of incumbents in senior positions due to the Nine-Day Fortnight unless the employee is requested or directed to perform, temporarily, work of a higher rated classification for one or more hours at the higher rated position.

Although the regular part-time employee’s regular hours shall be seven (7) hours per day, it may be necessary, in certain circumstances to change the work schedule to meet the above outlines. The Employer will endeavor to provide as much notice as possible to the employee.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

President, CUPE 498

City Administrator

Representative, CUPE 498

Manager, Human Resources

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

MEMORANDUM OF INTERIM AGREEMENT

(Terms for the Construction **Section** in the ~~Engineering~~ Operations **Division of the Engineering Department**)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the "Union")

Whereas the Employer and the Union both have an interest in providing the public taxpayer with a good civil construction service at the lowest possible cost.

Therefore the undersigned acting on behalf of the Employer and the undersigned acting on behalf of the Union agree that the current Collective Agreement and any agreement signed be amended by the addition of this Memorandum of Interim Agreement as a schedule appended to and forming part of the said Collective Agreement in the following terms:

1. The term of the Agreement shall run from August 1, 1992 and shall continue for a period of twelve (12) months at which time it will be reviewed by the Bargaining Committee, unless modified by mutual consent or terminated by either party upon providing thirty (30) days written notice to the other party.
2. All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of the Memorandum.

A Construction **Section** within the Operations **Division** will be established utilizing a construction crew to perform capital-civil construction work as determined by the City Engineer. Capital-civil construction work formerly performed by the City's maintenance crews will now be performed by this construction crew.

The Construction **Section** will consist of a construction crew of four (4) newly created positions as follows:

Foreman III – Construction
Foreman II – Construction
Water Operator – Construction
Trades I – (Grade setter) Construction

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

For the purpose of hiring this crew, the positions of Foreman II, Water Operator, Trades I and Trades I – Spare will be posted in accordance with the Collective Agreement. It is agreed that the position of Foremen III – Construction will, for the initial hiring, not be posted inside.

To minimize equipment resource conflicts and production interruptions, equipment contractors will be utilized to perform equipment related operations and work including excavating, paving, curbing, crane work, grading, trucking and related duties as well as the supply of materials and aggregates required for the work. In-house equipment will be used to supplement hired equipment whenever the City's equipment and operators can be practically scheduled without affecting maintenance work as determined by the City's Operations Manager.

In filling a temporary vacancy of up to six (6) weeks, the vacancy shall be filled by the employee within the construction crew positioned next in line of authority as specified below:

Foreman III – replaced by Foreman II

Foreman II – replaced by Water Operator

Water Operator – replaced by Trades I

Trades I – replaced by one (1) only posted Spare-Trades I/Grade Setter within the Operations Division

In order to maintain continuity, vacancies due to sick leave or vacation of an employee that extend beyond six (6) weeks, to be posted as temporary positions, unless the Union is advised and agrees otherwise. Postings may not be filled until the completion of the current construction project, denoted by a (CW#) and/or other project preparatory work.

Regularly scheduled work days will consist of 8³/₄ hours at regular straight time rates to allow employees to contribute ³/₄'s of one hour for each day actually worked to a "Shut-Down Fund", consisting of up to 6 weeks/240 hours of "Shut-Down Time".

Any "Shut-Down Hours" over the limit of 240 hours shall be paid out to an employee at his/her regular rates of pay. Pay out will occur once per year in the month of June. Employees making permanent changes outside the Construction **Section** shall receive a pay out three (3) months after the effective date of change.

An employee posted in the Construction **Section** with the exception of the Spare-Trades I/Grade setter will be granted a loan of up to two (2) additional weeks from the "Shut-Down Fund", after all "Shut-Down Hours" have been used. The Spare Trades I/Grade

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

setter posted to the Construction **Section** will be required to use his/her "Shut-Down Hours", whenever working with the Construction **Section** and a "Shut-Down" order is issued. When the Spare-Trades I/Grade setter has used all of the "Shut-Down Hours" in his/her fund, the employee will return to the maintenance crew to resume maintenance duties.

All loans taken of "Shut-Down Hours" will be repaid prior to making normal contributions to the "Shut-Down Fund". If an employee terminates when owing "Shut-Down Hours" to the City, the City shall have the right to recover this amount from any other monies owing the employee.

Employees will be credited with one (1) days seniority for each 8³/₄ hour day worked. Employees will then be credited with one (1) days seniority for each eight (8) hours drawn out of their "Shut-Down Fund" including the two (2) weeks advance. All time off such as sick leave, vacation, compassionate leave, time for union business etc. shall be paid as an eight (8) hour day. In order to be credited with the ³/₄ hour an employee must have worked the last ³/₄ hour of the day.

Temporary transfers will not be permitted from the Construction **Section** to other positions in the City, however, an employee will be afforded the opportunity for promotion to a permanent position within the City.

Whenever work is not available for the employee(s) posted in the Construction **Section**, notification of a "work shut-down" will be issued. The employer and employee(s) agree to mutually contact each other during "Shut-Down" periods so employee(s) may be advised of work availability and start up time.

When a "Shut-Down" order is issued each employee affected by the notice will receive their regular rate of pay for the hours missed, up to (eight (8) hours per day, five (5) days per week) from a work shut-down bank of his/her own contributions.

It is agreed that there will not be a minimum number of hours provided for notice of "Shut-Down". The Construction **Section** agreement will not provide for any shift preference, sharing of overtime and/or minimum notifications of shift changes. Overtime shall apply after 8³/₄ hours per day, and/or 43³/₄ hours per week.

Dated this _____ day of _____, 2002

President, CUPE 498

City Administrator

Representative, CUPE 498

Manager, Human Resources

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

MEMORANDUM OF AGREEMENT

(Terms of Refuse, Composting and Recycling Collection Service in Port Coquitlam)

BETWEEN

THE CITY OF PORT COQUITLAM

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union both have an interest in providing the public taxpayer with a good refuse, composting and recycling collection service at the lowest possible cost.

AND WHEREAS the Employer and the Union agree that the current Collective Agreement and any agreements signed Feb. 7, 1983 and July 23, 1991, be replaced by this Memorandum of Agreement in the following terms:

1. The term of the Agreement shall run from June 3, 1998, and shall continue indefinitely unless terminated through the bargaining process or by providing a 6 (six) month written notice to either party. This agreement shall be reviewed after twelve months by the Committee. Should this agreement be terminated, the parties agree to revert to the original terms of the Memorandum of Agreements of February 7, 1983 - Refuse Collection and July 23, 1991 - Recycling and Composting Collection. Notwithstanding, the basic refuse tonnage (minimum overtime weight) as set out in Item 9 of this agreement shall remain in effect.
2. All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Memorandum.
3. Refuse collection will be completed weekly throughout the year. Recyclables will be collected every second week throughout the year. Compostables will be collected on the alternate weeks for a period of approximately 8 months (7 months minimum) annually between the months of March and December.
4. Each refuse packer will be operated by a two-person crew, each person classified as a Driver-Swamper. In order for both to be paid at the rate for Driver-Swamper, they both would have to be qualified as drivers. Each recycling collection truck and/or composting truck will be operated by a person(s) classified as a Truck Driver III/Recycling/Composting.
5. Crews will work a flexible work day based on a modified task system. The work day would be finished when all refuse crews have completed their routes and their

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

- refuse related duties such as truck maintenance, missed pick ups, etc. Recycling / composting drivers would be finished for the day when all recycling/composting crews had completed their routes and related duties as required.
6. Refuse crews may be assigned to the collection of recyclables and/or compostables after they have completed their tasks. Recycling/composting drivers may be assigned to the collection of refuse after they have completed their tasks. Whenever drivers are collecting refuse or compostables there would be no increase in pay if the work takes more than 8 hours, however, recycling drivers will receive overtime pay when the work exceeds an 8 hour shift. Recycling/composting drivers will not be entitled to overtime weight for the collection of Christmas trees.
 7. Since this memorandum includes a task system which allows drivers to go home early, overtime cannot be calculated in the normal way. The task system lends itself to have overtime paid on the basis of a set amount of work rather than on a time basis. Therefore, overtime will be calculated on the basis of weight picked up above a specified number of tonnes per day averaged over one week. Overtime for refuse Driver/Swampers will be paid on the basis of one-half hour for each 1.0 tonne above the basic number of tonnes per day per refuse crew. Each person on the refuse crew would be paid for the overtime.
 8. Whenever Recycling/composting drivers are utilized for the collection and processing of compostables; and/or refuse after completing their recycling/composting task(s), the driver(s) shall be paid overtime rates on the basis of one-half hour for each one (1) tonne collected, provided that the total of all refuse trucks meet the basic tonnage requirement
 9. The basic tonnage (minimum overtime weight) requirement for the calculation of overtime will be in accordance to the following schedule:
 - As of January 1, 1998 - 13,200 kg per truck per day averaged over one week
 - As of January 1, 1999 - 13,450 kg per truck per day averaged over one week
 - As of January 1, 2000 - 13,700 kg per truck per day averaged over one week
 10. Refuse drivers shall share a portion of their overtime resulting from the collection of refuse with the other working refuse drivers when their total weekly truck overtime/ weight earned is greater than the weekly average truck overtime/weight of all the refuse trucks. Whenever this occurs, refuse drivers shall share forty percent (40%) of the difference of their weekly overtime and the weekly average of all the refuse trucks with the other refuse crew(s) collecting less than or equal to the weekly average of the trucks

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

11. If the basic refuse tonnage (minimum overtime weight) requirements are not met during the composting season the weight difference shall be made up from the compostables and refuse collected prior to calculation of any overtime as follows:

Any shared portion of overtime weight from the collection of compostables which is calculated for refuse and/or compostable collection crews, as referenced in 12(B), and then

Any portion of overtime weight from the collection of refuse, and then any remaining portion of overtime weight from the collection of compostables as referenced in 12(A).

12. If the basic refuse tonnage (minimum overtime weight) requirements are not met during the composting off-season (approx. 4 months annually), the weight difference shall be made up from the total refuse collected by all the trucks. All overtime earned as a result of the collection of compostables; and/or refuse collected after completion of recycling/composting task(s) shall be calculated as follows:

- (a) Fifty percent (50%) of the weight from compostables that was actually collected by any crew
- (b) The remaining fifty percent (50%) of the weight from compostables collected will be shared proportionately, amongst all of the working drivers (including the compostable drivers) based on the number of drivers and days worked.

**Refuse and Compostable Collection Overtime Hours
Sample Calculations**

Refuse Truck	Weekly Overtime	Average Weekly Overtime	Difference	Share 40% of Difference	Modified Refuse Overtime	Composting Overtime Share	Total Overtime Share
Truck 1	10	5	5	3	8	1.25	9.25
Truck 2	5	5	N/A	1	6	1.25	7.25
Truck 3	0	N/A	N/A	1	1	1.25	2.25
Subtotal	15		5				
Composting Truck (s)							
Truck 4	*10					6.25	6.25
Total	25						25

* The weekly Overtime is shared between the composting crew and the refuse crew in the following manner:

- 50% of the total compost is retained by the compost crew
- 50% of the remainder is shared proportionately between all of the compost and refuse drivers.

CITY OF PORT COQUITLAM/CUPE LOCAL 498

MEMORANDUM OF AGREEMENT

October 28, 2002

13. Calculations shall be made weekly for recycling/composting drivers and bi-weekly for refuse Drivers/Swampers. No driver shall receive a greater amount of overtime than the truck (crew) entitlement for a 1 week period
14. Whenever recycling/composting drivers are not utilized for composting collection (approx. 4 months annually), they will be assigned to other work. The posted recycling/composting drivers may be assigned refuse collection work prior to all non-posted drivers.
15. Notwithstanding this agreement, overtime which is required for reasons other than those involving the task system will be treated according to the provisions in the current Collective Agreement.
16. The Employer retains the right to set routes, pick-up zones and assign crews to routes but agrees to attempt to balance the routes in terms of weight. Changes to zones will be made at the expiry of the refuse, recycling and composting calendar unless operationally required.
17. The agreed hourly rate for the classification of Driver-Swamper and Truck Driver III/Recycling/Composting will be as set out by the Collective Agreement.
18. A productivity premium separate and apart from the classified rate, and in the amount of 5% of the classified rate, shall be paid to those employees in the classification of Driver-Swamper and Truck Driver III, Recycling/Composting for each hour worked as defined in the Article XII, HOURS OF WORK- Schedule "A" (a), 8 hours daily. The productivity premium will only be paid for regular hours worked collecting refuse, recyclables, compostables or when posted drivers are displaced by trainee(s) for training purposes. Notwithstanding, Truck Driver III's Recycling/Composting will retain the productivity bonus for hours worked during the composting off-season.
19. Annual vacations, statutory holidays, authorized leaves of absence and sick leave transactions for employees engaged in the refuse collection operations shall assume an 8 hour work day and 40 hour week and shall utilize each employee's classified rate of pay exclusive of the productivity premium.

Dated this _____ day of _____, 2002.

CITY OF PORT COQUITLAM /CUPE 498
MEMORANDUM OF AGREEMENT
APPENDIX I – STAFFING AGREEMENT
PART II OF II – MAINTENANCE WORKER AGREEMENT
OCTOBER 28, 2002

12. LETTERS OF UNDERSTANDING

Occupational First Aid Attendants – amended and agreed to

On Call Letter of Understanding – amended and agreed to

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

LETTER OF UNDERSTANDING
(Occupational First Aid Attendants)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the "City")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the "Union")

In compliance with the WCB Regulations the City maintains Level II Occupational First Aid Attendants at the Operations Center and City Hall/Recreation Office Complex.

The City will post invitations to fulfill the role of Occupational First Aid Attendants on all notice boards.

The selection of Occupational First Aid Attendants shall be on the basis of operational requirements and the individual's availability and seniority to provide the service in accordance with the Workers' Compensation Board Regulations.

- A. The City will pay a flat rate of \$100.00 per month to the successful candidates fulfilling the Occupational First Aid certification and role. Successful applicants will be trained on City time and the City will pay the course fees for these Occupational First Aid Attendants.
- B. The City will pay a bonus of \$500.00 upon successful completion of the Occupational First Aid Level II Certification for those selected to provide the service.
- C. Budget considerations may limit the number of employees who will be reimbursed for this training in any one year.
- D. Future appointees to the position of Safety and Training Officer, will be required to successfully complete the WCB Level II First Aid training during their probationary/trial period. In the event that the appointee is not successful they will be deemed to have failed their trial period and will be returned to their previous position, or in the case of a new employee serving a probationary period, shall have their employment terminated. Any difficulties arising from this will be dealt with at Labour Management.
- E. WCB Level II First Aid certification will be an ongoing requirement for future incumbents in the position of Safety and Training Officer.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the City upon six (6) months written notice.

President, CUPE 498

City Administrator

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

Representative, CUPE 498

Manager, Human Resources

LETTER OF UNDERSTANDING

(On-Call)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the "Union")

1. The following is a list of positions for which the Employer will maintain an on call list:

Accounts Payable Clerk	Clerk Typist II
Cashier Typist	Clerk Typist/Cashier
Clerk II	Computer Operator/Accounting Clerk I
Clerk Stenographer II	Engineering Operations Clerk
Clerk Stenographer III	Switchboard Operator/Typist
Plan Checking Clerk/Building Inspector I	Plumbing Inspector

* This list of positions is not all inclusive and is subject to change.

2. When additional on-call employees are required in a category, the job opportunity shall be posted. Appointments shall be made in accordance with Article 10.
3. Human Resources will maintain an on-call list, by seniority, for each position classification. These lists will be distributed to each on-call employee within each classification, upon request.
4. Placement of on-call employees will be offered based on seniority within each on-call list.
5. If an on-call employee has been brought in as additional help to complement the regular number of employees within a department, the classification and rate of pay will be determined based on the requirements and level of duties performed.

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

6. Part-time employees in Schedule B will have the first opportunity to fill absences within their department, subject to being qualified.
7. Coverage for absences within the part-time employee's "home" department shall take precedence over other on-call shifts.
8. The current pay rate will apply while working within each classification. Increments will be granted in accordance with the collective agreement, Article 18.9.
9. Seniority will be accumulated on the basis of hours worked.
10. On-call employees are required to put in the equivalent in hours of a regular full-time employee with respect to the probationary period.
11. The on-call lists may include part-time employees (Schedule B & C) and other employees hired for on-call only.
12. Human Resources will maintain a schedule of who is working, where and when on-call employees are scheduled to work.
13. On-call employees have the option of accepting or declining a request. Once a specific assignment has been declined, the next qualified, senior available employee will be offered the assignment.
14. If an on-call employee is unavailable to receive a call, the following timelines will apply:

Date Required

Return Call Waiting Period

- | | |
|---|--------------------------------------|
| • current day | when call is made |
| • next day | by 2 p.m. the day called |
| • any day in current week, following week or within a four month period | by 2 p.m. the day following the call |

15. It is the responsibility of each on-call employee to provide Human Resources with their availability on a quarterly basis. Any changes to the availability should be reported immediately.
16. There is no guarantee of hours while working on-call. Availability of hours will be determined solely by departmental requirements.

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

17. On-call requests required within a four month period will be processed at the first opportunity. All requests are to be coordinated and processed through the Human Resources Department. If an on-call employee fails to provide their availability, they will not be called for assignments.

18. On-call employees who are not otherwise working for the Employer must work a minimum of 35 hours in each six month period (January 1 – June 30 and July 1 – December 31) in order to retain their employment with the Employer unless hours are not made available. Unusual circumstances shall be addressed at Labour Management.

19. These procedures are subject to review and revision by the parties.

20. This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the _____ day of _____, 2002.

President, CUPE 498

City Administrator

Representative, CUPE 498

Manager, Human Resources

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

PROPOSAL:

Hyde Creek Recreation Centre Structure

The proposal at this facility is to change the current full-time Labourer and part-time Building Service Worker positions to new full-time and part-time positions called Building Maintenance Worker. Further, to add one full-time Pool Maintenance Worker position.

As well, it is being proposed that all part-time Pool Maintenance Worker and Building Maintenance Worker positions be scheduled based on facility operational needs (monthly facility use/bookings). Hours available would be scheduled to the most senior, available staff.

Note: See Attachment C for proposed structure.

Port Coquitlam Recreation Complex

The proposal for this facility is to change the current Labourer and part-time Building Service Worker positions to new full-time and part-time positions called Building Maintenance Worker. Further, it is proposed to add one full-time Arena Maintenance Worker position and one full-time Building Maintenance Worker position.

As well, it is being proposed that all part-time Arena Maintenance Worker and Building Maintenance Worker positions be scheduled based on facility operational needs (monthly facility use/bookings). Hours available would be scheduled to senior, available staff.

Note: See Attachment C for proposed structure

• **RATES OF PAY**

For the Arena Maintenance Worker and Pool Maintenance Worker the rate of pay will be negotiated in accordance with Article 19 in an expeditious manner. Further, that the parties agree to process the outstanding reclassifications for Pool Maintenance, Arena Maintenance and Building Service Workers in an expeditious

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

manner. Further, that the newly created Building Maintenance Worker position (full time and part time) be paid the current Labourer rate of pay based on the attached agreed to classification specification and training manual requirements.

- **STAFFING FORMULA PROPOSAL**

Trigger Points to Full-time vs Part-time

Full-Time Staff	Part-Time Staff
<ul style="list-style-type: none">• 13 or more full-time Maintenance/BMW Staff	<ul style="list-style-type: none">• No Limit to number of Part-time Maintenance/BMW staff
<ul style="list-style-type: none">• Less than 13 full-time Maintenance/BMW staff	<ul style="list-style-type: none">• Limit the total of 9 part-time BMW/Maintenance Worker staff

- That all full-time and part-time Building Maintenance Worker, Arena Maintenance Worker, and Pool Maintenance Worker positions be placed in Schedule “C”. Current Schedule “A” terms and conditions as stated in the contract governing hours of work, shift change notice for full time Arena/Pool Maintenance Workers would continue as an exception, i.e. the ability to schedule 40 hours per week utilizing 10 hour shifts or 8 hour shifts on a year round basis. Article 12.9 (e) and (f) shall not apply to the full time Maintenance/BMW staff.
- For the purposes of this agreement, the current incumbents, both regular and timestated, Adrian Durose, Vicki Respondek and Jean Mercier will be grandparented for purposes of benefits only. That they will continue to be eligible for the benefit entitlement as outlined in the 1992 Parks and Recreation Restructuring Agreement.
- In order for employees to obtain firing time, BMW staff at the arena may be given the opportunity to work with validated Arena Maintenance Workers in the plant room as staff schedules and operational requirements allow.
- That the incumbent Facility Services Coordinators be placed in Schedule B. Current Schedule “A” terms and conditions as stated in the contract governing hours of work, shift change notice for Facility Services Coordinators would continue as an exception, i.e. the ability to schedule 40 hours per week utilizing 10 hour shifts or 8 hour shifts on a year round basis.

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

Classification Specifications/Training Manual

- That the proposed class specs for both the Arena Maintenance Worker, Pool Maintenance Worker, and the new Building Maintenance Worker be accepted and the training requirements as stated, form part of the existing Training Manual.
- That the Arena Maintenance Worker position remain in the Training Manual but moved to pre-qualifications (courses and experience) section. That when an appointment is made through the posting process the position will be awarded to the most senior validated applicant that meets the requirements as provided for in Article 10. If no applicants are validated then the position will be awarded to the most senior applicant that meets the requirements as provided for in Article 10, and will be trained and validated on the ice-resurfacing machine at the time of appointment see attached Proposed Validation Process For Ice-Resurfacing Machines (Attachment D).

The Parties agree that the following concepts and the attached “PROPOSAL TO MEET THE 5TH CLASS REQUIREMENT” document will form the basis of a Letter of Understanding to deal with the Arena Maintenance Workers and the 5th Class Refrigeration Endorsement Certificate of Competency and the transition process from the current staff arrangement to the proposed staffing arrangement:

Transition Process from Current to Proposed Staffing

- For the purposes of this agreement:
- All incumbents in positions of Pool Maintenance Worker, Arena Maintenance Worker, and Building Maintenance Worker who are not qualified in accordance with the attached class specs and training manual will be considered qualified in consideration of their experience and will not have to obtain the required courses. The exception will be in the case of the Fifth Class Refrigeration Endorsement Certificate of Competency for the Arena Maintenance Workers.
- Postings – For the purpose of this agreement only, all newly created/vacant positions as a result of this agreement will be posted using the revised class specs and training manual requirements as agreed to in this proposal. Appointments will be made in accordance with Article 10. However, since the requirements are new to the employees there shall be a one-time grace

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I - STAFFING AGREEMENT -PART II OF II - MAINTENANCE WORKER AGREEMENT

OCTOBER 28, 2002

period of twelve (12) months from the ratification of the Collective Agreement to acquire the qualifications. It is understood that subsequent vacancies that arise during this initial twelve month period, will result in the successful candidate being provided with the balance of the twelve month period in which to successfully complete the requirements.

- That these time frames may be subject to extension, by agreement of the parties, in the event that the courses are not readily available in the time frames as outlined.
- All current incumbents in the position of Arena Maintenance Worker who have not already obtained their 5th Class Refrigeration Endorsement Certificate of Competency will be provided the opportunity to take the preparatory course work/examination on City time.
- Wherever possible and feasible, the City may bring in instructors to provide the courses to employees appointed to these positions or incumbents in these positions.
- Employees who do not successfully complete the necessary course requirements/examinations after being provided two (2) opportunities and the deadlines have not been extended, will have the option of, bidding into another vacancy, and if such vacancy does not exist or they are not successful in obtaining the position, they shall be issued displacement notice and shall be afforded bumping rights in accordance with Article 11.4.

1992 Parks & Recreation Department Restructuring Agreement

There shall be no increase in the number of Part-time Schedule "A" employees unless mutually agreed in writing by the parties.

With the agreement of the parties of the foregoing, the terms of the Parks and Restructure Agreement dated 1992 have been fulfilled, therefore rendering the agreement void.

Note: This proposal is considered Part II of the Staffing Agreement Proposal and must be accepted in its entirety as a whole package or the offer is void.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT – PART II OF II – MAINTENANCE WORKER AGREEMENT – ATTACHMENT C

OCTOBER 28, 2002

CURRENT STRUCTURE

PROPOSED STRUCTURE

	Pool Maintenance Positions	Labourer Positions	B.S.W. Part-time		Pool Maintenance Positions	B.M.W. Positions
<u>HC</u>	❖ 1 F/T (plus outdoor pool coverage)	❖ 4 F/T	❖ P/T (scheduled based on operational needs)		❖ 2 F/T ❖ Part Time (scheduled based on operational needs)	❖ 4 F/T ❖ Part Time (scheduled based on operational needs)
	Arena Maintenance Positions	Labourer Positions	B.S.W. Part-time		Arena Maintenance Positions	B.M.W. Positions
<u>RC</u>	❖ 6 F/T & ❖ 2 P/T (scheduled based on operational needs)	❖ 1 F/T	P/T (scheduled based on operational needs)		❖ 7 F/T Part Time (scheduled based on operational needs)	❖ 2 F/T ❖ Part Time (scheduled based on operational needs)

Notes:

- Increase to all the total number of full-time positions by three (3);
- Increase to the number of staff, at a higher level position;
- Better definition of work roles and responsibilities via a two tiered system;
- Best meets the proposal objectives and facility operational service efficiencies.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

VALIDATION PROCESS FOR ICE-RESURFACING MACHINE (S)

- Employee will hold a valid BC Class 5 Driver's License for the Province of B.C.;
- During the validation process the employee may be assigned a variety of shifts for training purposes (shift preference does not apply until validation is completed);
- The training process will be carried out by the Facilities Services Coordinator (FSC) or designate.

Theory – Employee will:

- Read and study the Operator's manual for the City's ice re-surfacing machines;
- Read and study the City's Driver's and Operator's Policy manual;
- View and study the Zamboni instructional video;
- Read and be familiar with the pre-trip inspection form and process;
- Read and study any/all SWP's pertinent to the care and operation of the City's ice-resurfacing machines.

Orientation – Employee will:

- Be familiarized with all the ice-resurfacing machines with regards to the driving of, the parts of, and the areas that require to be checked prior to driving the machine;
- Be instructed in the routine servicing and maintenance of the machine;
- Be instructed in the safe and proper procedure to install and remove the ice-knife (blade) on the machine;
- Be instructed in the safe and proper use of handling propane;
- Be instructed in the proper use of the controls of the machine;
- Be instructed in the specifics of the machine's components pertinent to ice-resurfacing;

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

- Observe the regular operator(s) demonstrating the operation of the ice-resurfacing machines.

Practical – Employee will:

- Drive the ice-resurfacing machine on the ice with the conditioner in the up position to gain experience driving the machine(s) on ice;
- Ride on the ice-resurfacing machine with a regular operator to observe the proper use of the controls;
- Drive the ice-resurfacing machine with a regular operator on the machine, providing instruction and direction;
- Drive the ice-resurfacing machine; practicing dry shaves, machine floods and ice cleans as required with the regular operator observing, providing instruction and direction, etc.;
- After approximately two weeks (32) times of practicing under the guidance of the FSC or designate, it is expected that the employee will be ready to perform ice-cleans on their own;
- Perform ice-cleans alone; which will then be reviewed and feedback provided by the FSC or designate. These ice-cleans will be progressive in nature with respect to the time available and ice conditions required. For example, they would begin with ice-cleans without time restrictions; then progress to time restricted ice-cleans requiring a higher quality ice surface

Evaluation Process

Once the FSC or designate deems the employee ready for validation, which is based on the employee's ability to perform satisfactory ice-cleans within the allotted time and demonstrated ability to perform related duties; the Safety and Training Officer will be contacted to set up a time for the evaluation. The expectation is that the employee will reach this stage, after a further two to three week period of time, doing ice-cleans on a regular basis on their own.

- The employee will be required to pass a written test (70% minimum) and a practical test overseen by the FSC or designate and the Safety/Training Officer or designate using the City evaluation form;
- When all steps listed above are successfully completed the employee will be considered validated;

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

- If the employee is unsuccessful in completing the evaluation process a further time period of one week of practice will be granted and the employee will be re-evaluated;
- If the employee is not successful after a second attempt, they will be reverted back to their previous position and will not be given preference for an Arena Maintenance Worker position for a period of two years from date of the second failed attempt.

NOTE:

- Employees with proven experience in performing ice-cleans will be able to move through the validation process in a shorter period of time.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CITY OF PORT COQUITLAM

CLASS SPECIFICATION

ARENA MAINTENANCE WORKER

NATURE AND SCOPE OF WORK

This is semi-skilled work involving the operation, maintenance, janitorial and care of a recreation complex including ice making and re-surfacing equipment. An employee of this class maintains assigned facilities according to prescribed standards to ensure a safe and high quality environment and performs routine maintenance and repairs of facility equipment. In addition, the incumbent provides guidance and direction to a small group of subordinates engaged in building maintenance and janitorial duties. Duties are performed in accordance with established practices and procedures, but an incumbent exercises some independence of action and judgement in the performance of routine duties on a day to day basis, referring complex or unusual problems to a superior who reviews work performance periodically in terms of conformance to established standards, practices and procedures and effectiveness of services provided.

ILLUSTRATIVE EXAMPLES OF WORK

Performs janitorial and custodial duties, ensuring that the facilities are maintained at an established level of cleanliness and sanitation at all times, operates janitorial equipment such as vacuums, scrubbers, polishers and other related equipment; clears snow and ice and minor grounds maintenance associated with the facility.

Inspects, maintains, adjusts and operates a variety of ice-making and facility equipment including mobile ice resurfacing machines; monitors gauges and records readings, reports problems or unusual readings, etc. to a supervisor; assists in problem solving and troubleshooting.

Performs a variety of semi-skilled building and equipment maintenance duties and minor repair work such as rough carpentry, painting, routine plumbing and electrical problem solving; operates power tools as required.

Provides assistance to the general public, teams and groups using the facilities, such as setting up and taking down tables, chairs, stages, sound systems and other related equipment, providing information, and enforcing rules and regulations governing the use of the facility operation as needed.

Provides direction, assistance and instruction to other members of the work unit and others working within the department and provides orientation to new members in the work unit and related areas as required.

Prepares and maintains a variety of records and reports related to the work and ensures completion of tasks.

Performs related work as required.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CLASS SPECIFICATION

ARENA MAINTENANCE WORKER

REQUIRED KNOWLEDGE, ABILITY AND SKILL

Sound knowledge of the operating principles and procedures of HVAC units and ice making and ice maintenance and refrigeration systems, and of the methods, materials and equipment used in ice making and maintenance.

Sound knowledge of safety practices and procedures governing the work performed.

Some knowledge of routine plumbing, carpentry and painting methods and procedures applicable to the work performed.

Ability to deal courteously and effectively with customers and staff to ensure harmonious working relationships and deal tactfully and firmly with groups and individuals to ensure observance of rules and regulations.

Ability to work under minimal supervision and as required, provide leadership to other staff members.

Ability to operate, maintain and make minor repairs to equipment typically used in recreation complexes including refrigeration, ice-making and ice maintenance.

Ability to perform maintenance and janitorial duties, basic plumbing, rough carpentry, painting and building and equipment repairs.

Ability to understand, follow and carry out oral and written instructions and to recognize and identify problems within the scope of work and take appropriate action.

Ability to prepare and maintain a variety of records and reports related to the work.

Physical ability to carry out the duties of this position

DESIRABLE TRAINING AND EXPERIENCE

Grade 10, supplemented by technical courses related to the work plus minimum one year recent, related experience working in an arena environment OR an equivalent combination of training and experience.

REQUIRED LICENSES, CERTIFICATES AND REGISTRATIONS

5th Class Refrigeration Endorsement Certificate of Competency

RFABC Arena Operator Level 1 & II

Valid Class 5 Driver's License for the Province of BC

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

The City of Port Coquitlam TRAINING REQUIREMENTS MANUAL	POSITION:	Arena Maintenance Worker
	DEPARTMENT:	Parks & Recreation
	DATE REVISED:	
	PAGE #:	1

PRE-QUALIFICATIONS:

1. 5th Class Refrigeration Endorsement Certificate of Competency
2. RFABC Arena Operator Level I & II

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CITY OF PORT COQUITLAM

CLASS SPECIFICATION

POOL MAINTENANCE WORKER

NATURE AND SCOPE OF WORK

This is semi-skilled work involving the operation, maintenance, janitorial and care of recreation complex, which includes indoor and outdoor pools and associated buildings and facilities. An employee of this class maintains assigned facilities according to prescribed standards to ensure a safe and high quality environment and performs routine maintenance and repairs of facility equipment. In addition, the incumbent provides guidance and direction to a small group of subordinates engaged in building maintenance and janitorial duties. Duties are performed in accordance with established practices and procedures, but an incumbent exercises some independence of action and judgement in the performance of routine duties on a day to day basis, referring complex or unusual problems to a superior who reviews work performance periodically in terms of conformance to established standards, practices and procedures and effectiveness of services provided.

ILLUSTRATIVE EXAMPLES OF WORK

Performs janitorial and custodial duties, ensuring that the facilities are maintained at an established level of cleanliness and sanitation at all times, operates janitorial equipment such as vacuums, scrubbers, polishers and other related equipment; clears snow and ice and minor grounds maintenance associated with the facility.

Inspects, maintains, adjusts and operates a variety of pool equipment and facility equipment including pumps, valves, chlorinators, chlorine tanks, heating units, filters, pipes, meters and motors necessary to ensure the water quality and effective operation of the facility; reports problems or unusual readings, etc. to a supervisor; assists in problem solving and troubleshooting.

Performs a variety of semi-skilled building and equipment maintenance duties and minor repair work such as rough carpentry, painting, routine plumbing and electrical problem solving; operates power tools as required.

Provides assistance to the general public, teams and groups using the facilities, such as setting up and taking down tables, chairs, stages, sound systems and other related equipment, providing information, and enforcing rules and regulations governing the use of the facility operation as needed.

Provides direction, assistance and instruction to other members of the work unit and others working within the department and provides orientation to new members in the work unit and related areas as required.

Prepares and maintains a variety of records and reports related to the work and ensures completion of tasks.

Performs related work as required.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CLASS SPECIFICATION

POOL MAINTENANCE WORKER

REQUIRED KNOWLEDGE, ABILITY AND SKILL

Sound knowledge of the operating principles and procedures of HVAC units, water hot tub filtration, chlorination and pool chemical systems, and of the methods, materials and equipment used in pool repair and maintenance.

Sound knowledge of safety practices and procedures governing the work performed.

Some knowledge of routine plumbing, carpentry and painting methods and procedures applicable to the work performed.

Ability to deal courteously and effectively with customers and staff to ensure harmonious working relationships and deal tactfully and firmly with groups and individuals to ensure observance of rules and regulations.

Ability to work under minimal supervision and as required, provide leadership to other staff members.

Ability to operate, maintain and make minor repairs to equipment typically used in a recreation complex which includes pools and related facilities.

Ability to perform maintenance and janitorial duties, basic plumbing, rough carpentry, painting and building and equipment repairs.

Ability to understand, follow and carry out oral and written instructions and to recognize and identify problems within the scope of work and take appropriate action.

Ability to prepare and maintain a variety of records and reports related to the work.

Physical ability to carry out the duties of this position

DESIRABLE TRAINING AND EXPERIENCE

Grade 10, supplemented by technical courses related to the work plus minimum one year recent, related experience working in a pool environment OR an equivalent combination of training and experience.

REQUIRED LICENSES, CERTIFICATES AND REGISTRATIONS

Building Service Worker Certificate (approved minimum 30 hour course)

BCRPA Pool Operators Level I and II or equivalent training by other recognized provincial bodies.

Valid Class 5 Driver's License for the Province of B.C.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

The City of Port Coquitlam TRAINING REQUIREMENTS MANUAL	POSITION:	Pool Maintenance Worker
	DEPARTMENT:	Parks & Recreation
	DATE REVISED:	
	PAGE #:	1

PRE-QUALIFICATIONS:

1. Building Service Worker Certificate (approved minimum 30 hour course)
2. BCRPA Pool Operators Level I and II, or equivalent training recognized by other provincial bodies.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CITY OF PORT COQUITLAM

CLASS SPECIFICATION

BUILDING MAINTENANCE WORKER

NATURE AND SCOPE OF WORK

This is manual to semi-skilled work in performing maintenance and janitorial tasks relating to the operation of public recreation facilities. An employee of this class performs a variety of janitorial duties and basic building maintenance and repair tasks and assists with the operation of specialized equipment found in assigned facilities. Some independence of action and judgment are exercised. A supervisor reviews work performance periodically in terms of satisfactory performance and adherence to established practices, procedures and policies.

ILLUSTRATIVE EXAMPLES OF WORK

Performs janitorial duties in accordance with established standards such as, cleaning public areas, washrooms, change rooms and offices, replenishing supplies, collecting and disposing of refuse, dusting, cleaning and sweeping steps, walkways, entrances and parking areas and clears snow and ice.

Operates equipment such as vacuums, scrubbers, burnishers, polishers and other related equipment.

Performs a variety of basic building maintenance and repair tasks, records readings and reports any problems or unusual readings to a supervisor or delegate.

Provides assistance to the general public, teams and groups using the facilities, such as setting up and taking down tables, chairs, stages, sound systems and other related equipment and providing information; enforcing rules and regulations governing the use of the facility operation as needed.

Provides assistance to other members of the work unit and others working within the department.

Under the direction of a superior, provides assistance during ice cleans, ice installation and removal duties.

Performs pool vacuuming and water testing.

Prepares and maintains a variety of records related to the work and ensures that tasks are completed.

Assumes security and emergency related responsibilities as required.

Other duties as required.

CITY OF PORT COQUITLAM/CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT - PART II OF II – MAINTENANCE WORKER AGREEMENT - ATTACHMENT E

OCTOBER 28, 2002

CLASS SPECIFICATION

BUILDING MAINTENANCE WORKER

REQUIRED KNOWLEDGE, ABILITY AND SKILL

Sound knowledge of the methods, materials and maintenance of tools and equipment used in janitorial work.

Some knowledge of the methods, materials, tools and equipment used in building maintenance and facility operation.

Ability to perform a variety of janitorial duties and basic building maintenance and repairs.

Ability to deal courteously and effectively with customers and staff to ensure harmonious working relationships and tactfully and firmly with groups and individuals to ensure observance of rules and regulations.

Ability to work independently or alone and as part of a team to complete tasks under minimal supervision.

Ability to use HVAC units, sound, communication and emergency systems and other facility and program equipment.

Ability to understand, follow and carry out oral and written instructions.

Ability to prepare and maintain a variety of records and reports related to the work.

Skill in the safe operation and use of a variety of tools and equipment related to the work performed.

Physical ability to carry out the duties of the position.

DESIRABLE TRAINING AND EXPERIENCE

Grade 10, supplemented with technical training related to the work plus some related experience working in a janitorial/maintenance position OR an equivalent combination of training and experience.

REQUIRED LICENSES, CERTIFICATES AND REGISTRATIONS

Building Service Worker Certificate (approved minimum 30 hour course)

Valid Class 5 Driver's License for the Province of B.C.

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT

PART I OF II

OCTOBER 28, 2002

The City of Port Coquitlam TRAINING REQUIREMENTS MANUAL	POSITION:	Building Maintenance Worker
	DEPARTMENT:	Parks & Recreation
	DATE REVISED:	
	PAGE #:	1

PRE-QUALIFICATIONS:

1. Building Service Worker Certificate (approved minimum 30 hour course)

CITY OF PORT COQUITLAM /CUPE 498
MEMORANDUM OF AGREEMENT
APPENDIX I – STAFFING AGREEMENT – PART I OF II
OCTOBER 28, 2002

This proposal is without prejudice and is void if not accepted in full. The proposal deals with two divisions: The Operations Division and the Parks and Services Division working out of the Operations Centre.

Definitions:

“Department” shall be defined as the Engineering Department or the Parks and Recreation Department.

“Division” shall be defined as the Operations Division or the Parks and Services Division.

“Section” shall be defined as Utilities, Public Works, Trades and Sanitation, Construction, Mechanical Shop, Grounds Maintenance, Parks Maintenance and Technical Maintenance.

“Home location” shall be defined as the facility at which the employees report to work.

“Contingent” shall be defined as the total number of incumbents holding Regular Labourer positions per division. See Attachment A for current incumbents for transition purposes only.

The parties agree to include the following to amend the collective agreement:

1. That the positions in the Operations Division be divided into the following two groups, including:
 - a. Labourer 2
 - b. Labourer 1
2. That the positions in the Parks and Services Division be divided into the following two groups, including:
 - a. Labourer 2
 - b. Labourer 1
3. Labourer 1’s in the Operations Division and the Parks and Services Division will be entitled to all terms of the Collective Agreement, except Article 23 – Contracting Out.

CITY OF PORT COQUITLAM /CUPE 498
MEMORANDUM OF AGREEMENT
APPENDIX I – STAFFING AGREEMENT – PART I OF II
OCTOBER 28, 2002

4. In order for the Operations Division to utilize Labourer 1's, the Operations Division must first have a contingent of five (5) Labourer 2's. In order for the Parks and Services Division to utilize Labourer 1's, the Parks and Services Division must first have a contingent of seven (7) Labourer 2's. It is agreed that the current seven (7) Labourers will be reduced to six (6) when one of the current incumbents leaves a Labourer position in Parks.
5. The contingent of Labourer 2 positions as provided for in #4, may be reduced by the City, within a division, if any Labourer 2 position is upgraded to a newly created regular position.
6. In the Operations Division and the Parks Services Division, Labourer 1's must be laid off prior to any Labourer 2's being laid off. Further, any Labourer 2's that are on lay off must be recalled, prior to any Labourer 1's being recalled or hired.
7. Applicants will be required to have one (1) year of verifiable experience in civil construction or public works or have completed any two (2) civil construction courses listed in the Training Manual to be eligible to become a Labourer in the Operations Division, up to Dec. 31, 2004. Similarly, six (6) months of work experience or completion of one (1) parks related course listed in the Training Manual will be required to become a Labourer in the Parks and Services Division, up to Dec 31, 2004. Upon expiry of the dates provided, verifiable work experience as outlined above shall be required to become a Labourer. The parties agree to review and expeditiously reach agreement on the attached list of pre-qualifications for the various positions in Attachment B at the Training Adjudication Committee. The parties agree in principle that the Trades I positions conceptually require a higher level of experience and training than Labourers.
8. Notwithstanding the requirements listed in No. 7, and for the transitional purposes of this agreement, the prerequisites for Labourer 1 will be waived for employees as listed in Attachment A. Labourer 1 positions will be posted to provide opportunities for employees.
9. Layoff and recall shall be on a Division wide basis; however, if any Labourer in the Division about to be laid off possesses the requirements for the other Division, that Labourer shall have the opportunity to displace a Labourer with less seniority.
10. Any disputes arising from this agreement shall be dealt with through the Labour Management Committee or the grievance procedure.
11. This proposal is considered part of the Staffing Agreement and must be accepted in its entirety as a whole package or the offer is void.

CITY OF PORT COQUITLAM /CUPE 498

MEMORANDUM OF AGREEMENT

APPENDIX I – STAFFING AGREEMENT – PART I OF II – ATTACHMENT A

October 28, 2002

Regular Employees - Labourer 2

	EMP.#	NAME	CLASS	SENIORITY June 28, 2002	DATE OF HIRE	DIVISION
1	022	HAYWOOD, Dan	Labourer	28 9.31	24-Nov-71	Parks
2	2072	WHALEN, Dan	Labourer	14 34.06	11-Oct-87	Parks
3	1452	EVANS, Shawn	Labourer	12 196.31	28-Jun-89	Operations
4	390	HARCK, Michelle	Labourer	12 151.89	30-Sep-87	Operations
5	427	DOUMA, Jane	Labourer	10 71.73	23-Jun-90	Parks
6	4362	RAYMOND, Andrena	Labourer	9 254.59	03-Jan-91	Parks
7	4182	VISSER, Jackie	Labourer	8 195.94	26-Jun-87	Parks
8	474	RAMSAY, Kristine	Labourer	8 195.05	17-Nov-92	Parks
9	2012	BERGERON, Gary	Labourer	7 154.06	29-Jul-93	Operations
10	4672	BEESE, Shawn	Labourer	7 83.38	14-Jun-92	Operations
11	4252	BOLDT, Liza	Labourer	7 39.66	02-May-93	Operations
12	4052	PHILLIPS, Ann	Labourer	6 51.28	24-Jun-94	Parks

Labourer 1's (Transitional and placement list for purposes of Paragraph 8)

	EMP.#	NAME	CLASS	SENIORITY June 28, 2002	DATE OF HIRE	DIVISION
1	4263	MANTEL, KAREN	Labourer	7 198.22	3-Sep-74	Parks
2	4972	MURRAY, Cheryl	Labourer	5 206.13	11-May-95	Parks
3	4482	PRITCHARD, Suzanne	TD/Swamper	5 104.93	05-Jul-93	Operations
4	3272	STEELE, Coral	TD/Swamper	5 86.50	23-Aug-96	Operations
5	6492	MCCABE, Jeff	Labourer	5 74.65	28-Jul-96	Operations
6	1922	HOFFMAN, Lisa	Labourer	4 144.00	06-Oct-96	Parks
7	3522	THOMSON, Heather	Labourer	4 121.02	10-Jan-96	Parks
8	6712	ROBERTS, Rebecca	Labourer	4 67.85	07-Jun-95	Parks
9	4062	ZARANDI-TABRIZI, M.	Labourer	3 95.24	19-Jun-98	Parks
10	3472	PRETZER, Jason	Labourer	3 77.42	25-Sep-96	Operations
11	6352	DUROSE, Adrian	Labourer	2 218.40	05-Dec-99	Operations
12	4562	COULSON, Sheila	Labourer	2 208.81	11-Aug-98	Parks
13	4572	ROUSEY, Debbie	Labourer	2 195.78	11-Aug-98	Parks
14	4592	LARSSSEN, Katherine	Labourer	2 79.54	25-Sep-98	Operations
15	2992	LYTLE, Shelley	Labourer	1 200.60	10-Oct-97	Parks
16	3672	SCHROEDER, Jason	Labourer	1 191.26	25-Jun-99	Operations
17	6572	NANSON, Debbie	Labourer	1 112.32	06-Mar-00	Parks
18	3532	HENRI, Nicole	Labourer	1 52.44	25-Apr-00	Operations
19	4402	LEONARD, John	Labourer	1 13.27	18-Dec-99	Operations

CITY OF PORT COQUITLAM /CUPE 498
MEMORANDUM OF AGREEMENT
APPENDIX I – STAFFING AGREEMENT – PART I OF II – ATTACHMENT A
 October 28, 2002

Qualifications
October 21, 2002

Position:	Present Pre-qualifications	Proposed Pre-qualifications
TRADES I Gradesetter	1. Builders Level 2. Transit for Construction Layout	1 or Survey Instrument Operator (change) 2. EOCP Distribution Operator (addition) 3. Minimum experience in construction and maintenance of Sewer Systems
TRADES I Signage & Road Markings	No pre-qualifications	(addition) 1. Level 1 Specialist (addition) 2. Level 2 Specialist (International Municipality) (addition) 3. Minimum experience in sign installation and maintenance
TRADES I Utilities	No pre-qualifications	(addition) 1. EOCP Distribution Operator (addition) 2. EOCP Water Collection Operator (addition) 3. Minimum experience in construction and maintenance of systems
TRADES I Asphalt	No pre-qualifications	(addition) 1. Builder (addition) 2. Asphalt (addition) 3. Minimum experience in construction
TRADES I	No pre-qualifications	(addition) 1. EOCP

CITY OF PORT COQUITLAM /CUPE 498
MEMORANDUM OF AGREEMENT
APPENDIX I – STAFFING AGREEMENT – PART I OF II
OCTOBER 28, 2002

Position:	Present Pre-qualifications	Proposed Pre-qualifications
Hydrant Maintenance		<i>Distribution Operator</i> <i>(addition) 2. Minimum 2 years experience in construction and</i>
TRADES I Cement Finishing	No pre-qualifications	<i>(addition) 1. Concrete</i> <i>(addition) 2. Minimum 2 years construction experience in concrete placing</i>