

2007

MEMORANDUM OF AGREEMENT

between the

CITY OF BURNABY
(hereinafter called "the City")
and the

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

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

AND

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

THAT THEIR INSIDE, OUTSIDE AND FOREMEN COLLECTIVE AGREEMENTS COMMENCING 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreements"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions


All of the terms of the 2003-2006 Collective Agreements continue except as specifically varied below by paragraphs 2 to 20 both inclusive.

2. Term of Agreement

The term of the new Collective Agreements shall be for five (5) years from 2007 January 01 to 2011 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Increase (Inside, Outside and Foremen)

(a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.



- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01; all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Trades 2 Adjustment** (Outside and Foremen only)

The Employer and the Union agree as follows:

- (a) effective 2007 January 01, to increase the hourly rate of pay for all Trades 2 and Trades Supervisory classifications by one dollar (\$1.00) per hour;
- (b) effective 2008 January 01, to increase the hourly rates of pay for all Trades 2 and Trades Supervisory classifications by fifty cents (\$0.50) per hour;
- (c) the adjustments in this item shall be done after the application of any general wage increases that are applicable on the same date.

5. **Overtime Banking** (Inside, Outside and Foremen)

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add the following new provision to Clause 7.31 of the Inside Agreement and to Clause 4.51 of the Outside and Foremen Agreements:

"(e) **Cost Recovery**

Where an employee works overtime and/or is called out to deal with situations where the City is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the City shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout."

6. **First Aid Premium** (Inside, Outside and Foremen)

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 7.60 of the Inside Agreement and Clause 7.40 of the Outside and Foremen Agreements by:

- (a) increasing the OFA Level II premium from "\$85 per month" to "\$125 per month" and from "55¢ per hour" to "80¢ per hour"; and
- (b) increasing the OFA Level III premium from "\$100 per month" to "\$145 per month" and from "65¢ per hour" to "95¢ per hour".

7. **Vacations** (Inside, Outside and Foremen)

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 8.1 of the Inside, Outside and Foremen Agreements by deleting paragraph (a) and amending paragraph (b) to read as follows (re-number existing provisions):

"(b) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (¹/₁₂) of fifteen (15) working days for each month or portion of a month greater than one-half (¹/₂) worked by December 31st "

8. **Dental - Plan "C"** (Inside, Outside and Foremen)

The City and the Union agree to amend Clause 10.20(c) by increasing the Plan "C" maximum from \$3000 to \$3500 effective the first of the month following the date of ratification of the Memorandum of Agreement and to further increase it to \$4000 on 2009 January 01.

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

The City and the Union agree to amend Clause 10.30(d) by:

- (a) increasing the eye exam coverage from \$75 to \$100 effective the first of the month following the date of ratification of the Memorandum of Agreement;
- (b) increasing the vision care coverage from \$300 to \$350 effective the first of the month following the date of ratification of the Memorandum of Agreement and further increasing it to \$400 on 2009 January 01; and
- (c) establishing a cap on physiotherapist and massage practitioner combined coverage of \$2000 effective 2008 January 01, changing to \$1500 for combined coverage effective 2009 January 01, changing to \$1250 for combined coverage effective 2010 January 01.

10. **Joint Committee - Disability Benefit Plan** (Inside, Outside and Foremen)

The City and the Union agree to establish a Joint Committee to review the plan design and coverage of the Burnaby Municipal Benefit Society Disability Benefit Plan (including health and welfare benefits and WCB coverage) including potential cost saving measures. The Joint Committee shall consist of not more than three (3) representatives of the Union and three (3) representatives of the City. The parties agree that the CUPE committee may be combined with an IAFF Benefits Committee.

The Committee shall commence its review within three (3) months of the date of ratification of the Memorandum of Agreement and shall report its findings and recommendations by 2008 July 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

11. **Compassionate Leave** (Inside, Outside and Foremen)

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 11.3(a)(i) in the Inside, Outside and Foremen Agreements by replacing the references to the employee's wife, husband or common-law spouse with the following phrase: "employee's spouse (including common-law spouse and same sex partner)".

12. **Safety Work Boots** (Inside, Outside and Foremen)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to each Collective Agreement:

"Safety Work Boot Allowance

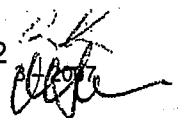
- (a) Except as provided in paragraph (b) below, Regular Full-time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed \$50 retroactive to 2007 January 01 (increasing to \$75 on 2009 January 01) and every twenty-four months thereafter.
- (b) Regular Full-Time Employees who are assigned to the paving crew on a year-round basis shall be reimbursed up to \$100 every twelve (12) months upon presentation of receipts.
- (c) Regular Part-Time, Temporary Full-Time and Auxiliary Employees who have worked 1200 hours (commencing 2007 January 01) within two (2) consecutive calendar years shall be eligible for the Safety Work Boot Allowance without any proration of the allowance."

13. **Hours of Work - Schedule "B", Note "T"** (Inside only)

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to add the following classes to Schedule "B", Note "T": Microcomputer Specialist, Technical Support Specialist and Visual Arts Coordinator/Curator. Current incumbents of the Microcomputer Specialist and Technical Support Specialist classifications are covered by a Management Guideline letter providing assurance regarding the scheduling of work on evenings and weekends. New hires into those classifications will be covered under Schedule "B", Note "T" and the Management Guideline letter concerning these positions (dated 2007 July 30) shall not apply.

14. **Apprenticeship Committee** (Inside, Outside and Foremen)

The City and the Union agree to renew the Apprenticeship Committee from the 2003 settlement and to amend the report out date from "2004 December 31" to "2007 December 31".



15. **Conversions** (Inside and Outside only)

(a) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to the conversion of the following positions from Temporary Full-Time or Auxiliary to Regular Part-Time or Regular Full-Time as well as the conditions surrounding such conversions.

The following positions will be created with the indicated status. If an incumbent is indicated, they shall receive the position without posting. Unless probation is specifically mentioned, the incumbent will not have to serve probation.

In the case of Auxiliary positions in the Parks, Recreation and Culture Department that are converted (indicated with an *), the City will retain the hours of work flexibility as per Clause 4.1(g). This flexibility applies to the positions and will remain regardless of a change to the incumbent.

Outside

Class Title	Status	New Status	Name
Trades 2 — Garage	TFT	RFT	Wandrei, B.
Labourer 2 — Sewers	TFT	RFT	Maginnis, S.
Labourer — Golf	TFT	RFT	Clouston, M.
Labourer — Forestry	TFT	RFT	Schevchenko, G.

Inside

*Park Patroller	Aux	RFT	Tarling, B.
Clerk 3 — Purchasing	Aux	RFT	Gunter, K.
Clerk Typist 3 — Purchasing	Aux	RFT	Anderson, C.
Clerk Typist 3 — Legal	Aux	RPT	Thalen, E.
*Fine & Performing Arts Programmer	Aux	RPT	Gable, S.
*Fine Arts Leader	Aux	RPT	MacLennan, J.
Rec Clerk 1 — Parks	TFT	RFT	Uljevic, M.
Coordinator Recreation Programs — Golf	RPT	RFT	Mark, D.
Coordinator Recreation Programs — Golf	RPT	RFT	Eremko, H.
*Golf Services Asst.-Golf	Aux	RPT	Spottiswood, S.
Rec Clerk 2 — Golf	RPT	RFT	Bucuris, L.
*BSW — Parks Mtnce.	Aux	RFT	Griffin, A.
*Parks Janitor	Aux	RFT	Hill, R.
*Rec Clerk 1 — Parks	Aux	RPT	Small, C.
*Asst Programmer	Aux	RPT	Langlet, L.
*Food Services Worker	Aux	TFT	Contois, B.

(b) While not to be included in the new Collective Agreements, the City will meet with the Union twice annually, in January and July of each year, to review the hours worked by Temporary Full-Time, Regular Part-Time and Auxiliary Employees. Following the review, the City may make recommendations to City Council for conversion of employment status of specific positions. Due to the date of ratification of this Memorandum of Agreement, the first review meeting will occur in 2007 September. It is understood that any conversion agreed upon will only be implemented once per year, following the January meeting.

16. **Job Evaluation Committee** (Inside, Outside and Foremen)

The City and the Union agree to establish a Joint Committee to review the new job evaluation plan being developed jointly by the City of Coquitlam and their CUPE local to determine if the new plan is acceptable to the City of Burnaby and Burnaby Public Library and CUPE Local 23. The Joint Committee shall consist of not more than five (5) representatives of the Union (City and Library combined) and not more than five (5) representatives of the Employers (City and Library combined). The Committee shall commence its review following the completion of the Internal Equity Review being conducted at the Burnaby Public Library.

Where the Joint Committee agrees to implement the new job evaluation plan, the implementation cost shall be limited to the equivalent of no more than one percent (1%) of the City straight-time payroll per year.

17. **Fitness/Wellness Joint Committee** (Inside, Outside and Foremen)

The City and the Union agree to establish a Joint Committee to discuss establishing a Fitness/Wellness Program for City and Library Employees. The discussions shall include the introduction of an employee discount of at least twenty-five percent (25%) for the purchase of City Fitness Passes and the ability to purchase same through payroll deduction. The Joint Committee shall consist of not more than three (3) representatives of the Union (City and Library combined) and not more than three (3) representatives of the Employer (City and Library combined). The Committee shall commence its discussions within one (1) month of a request from the Union for the Committee to meet.

18. **Aquatic Shift Scheduling**

Lifeguard-Instructors and Aquatic Leaders on the Auxiliary Seniority list will be given first opportunity to advise the City of their availability for vacant shifts and will be first scheduled into vacant shifts in decreasing order of their placement on the Auxiliary Seniority list as outlined in the attached Letter of Understanding.

19. **Tool Allowance**

Effective the date of ratification of the Memorandum of Agreement, the employer and the Union agree to roll the forty dollar (\$40) tool allowance into the hourly rate of all employees receiving a tool allowance as of the date of ratification by increasing the hourly rate by fifty (50) cents.

20. **Housekeeping** (Inside, Outside and Foremen)

Effective 2007 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreements, shall be included in those new Collective Agreements. Such items also include:

- (a) delete expired effective dates and related transitional wording;
- (b) delete the reference to the Employee Nurse in Clause 10.40(c);
- (c) update wage schedules, notes and related Letters of Understanding to reflect changes to class titles and rates of pay in effect when the new Collective Agreements are drafted.
- (d) amend clause 10.41(d) to reflect varying percentage.

21. **Ratification**

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

22. **Drafting of New Collective Agreements**

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

Handwritten signature and initials, possibly "EK" and "dcb", with a horizontal line extending to the right.

Signed this 30 day of July, 2007.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

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Benny Davis

BARGAINING REPRESENTATIVES FOR
CURE LOCAL 23:

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