

2016

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 CITY OF BURNABY (HEREINAFTER CALLED “the City”), AGREE TO RECOMMEND 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 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (HEREINAFTER CALLED THE “new Collective Agreements”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions:

All of the terms of the 2012 – 2015 Collective Agreements continue except as specifically varied below by paragraphs 2 to 28 both inclusive.

2. Term of Agreement:

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 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:

Effective 2016 January 01, all hourly rates which were in effect on 2015 December 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2017 January 01, all hourly rates which were in effect on 2016 December 31 shall be increased by one point five percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2018 January 01, all hourly rates which were in effect on 2017 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2019 January 01, all hourly rates which were in effect on 2018 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. Conversions (Inside, Outside):

The City and the Union agree to the conversion of 76 employees listed on Appendix #1 from Auxiliary, Regular Part Time and Temporary Full-Time to Regular Part-Time or Regular Full-Time as well as the conditions surrounding such conversions. These conversions will take place in 2016 and 2017 as identified on Appendix #1. These conversions will take place as follows:

Appendix 1(a) within 30 days of ratification
Appendix 1(b) January 1, 2017

Each incumbent shall receive the position/status as indicated on Appendix #1 without posting and the probationary period will be considered as served.

It is understood that these are permanent positions and that, when an incumbent vacates the position, it will be posted and filled in accordance with the collective agreement. This clause does not preclude the application of the existing conversion process in the 3rd and 4th year of this agreement.

Where an individual on the conversion list (Appendix 1a or 1b) is successful in obtaining a RFT or RPT position prior to their conversion, the City and the Union will mutually agree to substitute another individual's name.

5. Exclusions (Inside):

Effective as soon as possible following date of ratification, the City and the Union agree to the exclusion of the following positions from the bargaining unit.

- Infrastructure Security Analyst
- Data Base Administrator
- Records and Information Administrator

6. Schedule “B” Notes (Inside):

Effective date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Schedule “B” as noted in Appendix #2.

7. Daily Guarantee (Inside):

Effective date of ratification of the Memorandum of Agreement, the City and the Union agree to amend 4.4 (d) (1) to include:

- Security Clearance Specialist
- Junior File Clerk

8. Extended Health and Dental (Inside, Outside and Foremen):

Dental Benefits

Effective January 1, 2017, the City and the Union agree to amend Clause 10.2 (c) to include coverage for white fillings as part of Plan “A”.

Generic Drugs:

The City and the Union agree to add a clause to Article 10.3 as follows:

(g) Effective January 1, 2017 the plan will reimburse drug expenses based upon mandatory generic pricing; except where the employee’s physician provides confirmation of no generic substitution on the prescription.

Education:

While not to be included in the Collective Agreement, the City and the Union agree that strategies will be looked at to provide staff with greater knowledge and a greater understanding of the Extended Health Benefits for which they are covered.

9. Premiums:

Safety Work Boot Allowance (Inside, Outside and Foremen)

The Employer and the Union agree to amend Clause 7.90 Inside, Clause 7.60 Outside and 7.70 Foremen as follows:

- (a) Effective January 1, 2017, the reimbursement amount shall increase to \$ 100.00; and where assigned to the paving crew, the reimbursement shall increase to \$125.00.

10. Overtime (Inside):

Effective date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 7.3.1 (d) by adding the words “to a maximum amount of three (3) weeks, i.e. one hundred and five (105) hours based on 35 hour work week to be applied in compensatory time off. The remainder will be paid out on March 31st of the following year.”

11. Task System – Compressed Work Week (Outside):

The City and the Union agree to the establishment and implementation of a Compressed Work Week (4 day work week schedule/ 10 hour day) for those positions within the Sanitation Division of the Engineering Department currently operating within the existing Task System. The implementation of the Compressed Work Week is to take place by 2017 April 30.

Blended Rate – Sanitation (Outside):

The City and the Union agree to the introduction of a “blended rate” of \$29.80 per hour plus 1.5% general increase (\$30.25, 2016 rates) effective date of ratification for positions within the Sanitation Division of the Engineering Department covered under the task system:

- Truck Driver – Automated Equipment
- Truck Driver – Container Placement

- Truck Driver – Container Repair
- Truck Driver - Swamper – Bulky Item Pick-Up
- Truck Driver - Swamper 2
- Truck Driver 3 – Recycling
- Truck Driver 3 - Scavenging

Productivity Pay (Outside):

The City and the Union agree, upon implementation of the “blended rate” applicable to the noted positions within the Sanitation Division, that the productivity pay associated with these positions will be eliminated.

Schedules

Adjustments to Schedule B (Notes on Non-standard Hours and Working Conditions and Special and Premium Pay), Schedule C (Memorandum of Agreement Re: Container Refuse Collection System – Note F) and Schedule D (Memorandum of Agreement Re: Refinements in Refuse Collection – Note I) will be completed to reflect the Task System Changes, Blended Rate and Productivity Bonus within thirty (30) days of ratification.

12. Hours of Work – Labourer 1, Parks (Outside):

The City and the Union agree that two (2) new Temporary Full Time seasonal staff, will be hired in accordance with a Letter of Understanding to be completed prior to ratification; and will work a forty (40) hour work week during any five (5) consecutive days including weekends without shift differential during peak season from April 1st to October 31st. This will be reviewed prior to December 31, 2017 to determine continuation, cancellation and/or expansion.

13. Direct Deposit (Inside, Outside, Foremen):

The City and the Union agree to amend Clause 10.4.7 to “all employees shall be enrolled in the direct deposit system” and to remove the second sentence. The parties agree to work jointly to transition existing employees to direct deposit within ninety (90) days of ratification of the Collective Agreement.

14. Job Evaluation Disputes:

The City and the Union agree to establish a Joint Job Evaluation Committee comprised of (6) members; three (3) members from each party (City and Library combined). The main purpose of the Committee will include, but is not limited to:

- Review and update the language within the Job Evaluation agreement (1979) to reflect current practices.
- Review/resolve outstanding reclassification value disputes (internal comparators only).
- Should the Committee be unable to gain consensus, Step 4 and 5 of the grievance procedure shall apply.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue being discussed.

15. Pilot Recruitment (Inside, Outside):

While not to be included in the Collective Agreement, the City and the Union agree to a pilot project, as outlined below, during the term of the agreement to enable the senior capable applicant to be confirmed in the position, subject to the successful passing of skill tests applicable to the classification and providing that there are no current performance or safety infractions.

- Customer Service Assistant (within each of Planning and Building)
- Parks Janitor (holding the status of Parks Janitor)
- Engineering Information Clerk (within Engineering)
- Truck Driver 2, Truck Driver 3 (Engineering Department)

16. Testing (Inside):

While not to be included in the Collective Agreement, the City agrees to adjust the “requalification” timeframe for keyboarding and basic software testing (ie: basic “word” testing; basic “excel” testing) from three (3) months to twelve (12) months.

17. New Class/Position – Pipelayer (Outside):

The City and the Union agree to the establishment of the position of “Pipelayer”. Once confirmed and valued, this position will be incorporated in Schedule A (Outside). The

position will be subject to normal classification and valuation procedures. The Union and the City agree to discuss implementation of this classification within sixty (60) days of ratification.

18. Payment for Certifications (Outside, Foremen):

The City and the Union agree, effective the date of the Collective Agreement ratification, that costs related to medical appointments for positions requiring the maintenance of a Class 3 Drivers License with air endorsement will be paid up to a maximum of \$125.00.

19. Training Opportunities/Succession Management:

The City and the Union agree to establish a joint committee comprised of six (6) members, three (3) members from each party (City and Library combined). The committee will be tasked with identifying positions that may be suitable for career advancement training opportunities and developing a plan for implementation. The committee shall meet within sixty (60) days of ratification and shall produce a Letter of Understanding within six (6) months of meeting.

It is further agreed that the Committee members for each party may be adjusted depending upon the nature of the topic/issue being discussed.

20. Early Access (Inside):

While not to be included in the Collective Agreement, the City and the Union agree that early access fifteen (15) minutes in the thirty (30) minutes prior to their scheduled shift will be permitted for staff working in the positions of Lifeguard, Aquatic Leaders (Aquatic Facilities) and Weight Room Attendants (Weight Room Facilities). A Letter of Understanding will be completed no later than 30 days following ratification of the Collective Agreement.

21. Aquatics – Access to Work:

While not included in the Collective Agreement, the City and the Union agree upon a process with respect to the selection/allocation of shifts at Aquatic facilities. Within thirty (30) days after ratification of the Collective Agreement, a Letter of Understanding will be finalized to outline the procedures with respect to the “shift pick” process.

22. Aquatics Training:

While not to be included within the Collective Agreement, the City and the Union agree that annual training opportunities for Fred Randall Pool and any new and/or retrofitted Aquatic facilities (once staffed and operational) will be made available to auxiliary aquatics staff, on the basis of seniority. A maximum of fifteen (15) staff per season, up to a maximum of forty-five (45) per year, may participate with a minimum prior commitment to work two (2) shifts per week at that facility, for the following two (2) seasons. Training opportunities will be posted and will occur at least three (3) weeks in advance of the shift pick at the specific location. The Letter of Understanding will be updated to reflect this change.

23. Pay Rate Adjustments (Foremen)

Effective date of ratification, the City and the Union agree to a change in pay rate adjustment as outlined in Appendix 3.

24. Acting Pay (Inside):

Effective January 1, 2017, the City and the Union agree to amend Clause 7.4 Pay for Acting in a Senior Capacity as follows:

“.....shall be paid for every hour, subject to a four (4) hour minimum each day that the employee carries out the duties.....”

25. Auxiliary, Regular Part-Time and Temporary Full-Time Seniority Porting to Regular Full Time (Inside and Outside):

Effective date of ratification of the Collective Agreement, The City and the Union agree to a modification of Clause 6.1.2 (b) and 6.1.3(b) to reflect the following:

“Time worked . . . and not for other benefits, with the exception of vacation which will be calculated based upon auxiliary seniority hours achieved. Auxiliary and Regular Part-Time staff will receive fifty percent (50%) credit towards their next vacation date up to a maximum of three (3) years credit.

While not to be included in the Collective Agreement, the above modification will not be introduced retroactively.

Temporary Full-Time employees will receive credit towards annual vacation entitlement based upon TFT seniority achieved.

26. Housekeeping:

Effective 2016 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) 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;
- (c) Any other mutually agreed housekeeping changes made during the drafting of the new Agreements,
- (d) Amend Schedule A – Foremen’s Division to reflect the current practice (fifty cents per hour) that the Sub-Foreman – Welding and Sub-Foreman – Mechanics shall receive an additional fifty (50) cents per hour in lieu of the Tool Allowance. The fifty (50) cents shall be included in the base hourly rate when calculating future increases.

27. Drafting of New Collective Agreements:

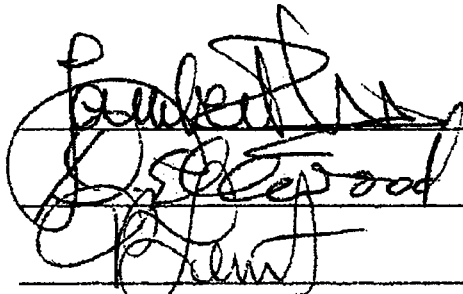
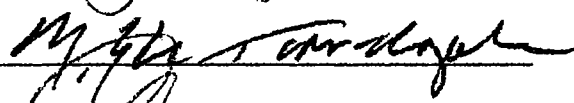
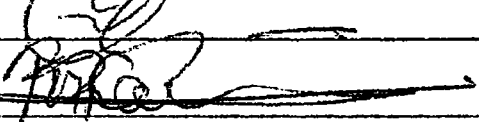
The City and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective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

28. Ratification:

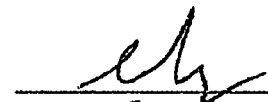

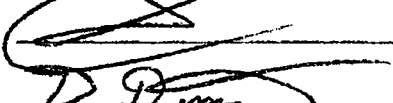
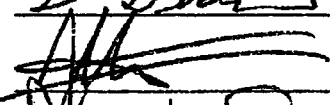
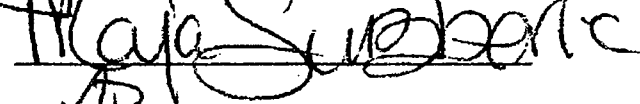
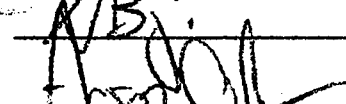
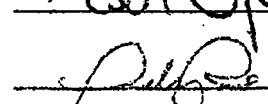
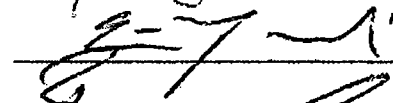
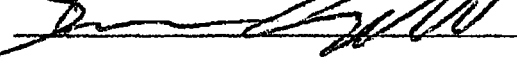
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty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

Signed this 4th day of August , 2016

BARGAINING
REPRESENTATIVES
FOR THE CITY

BARGAINING
REPRESENTATIVES
FOR THE UNION

Conversion List
Year 1

APPENDIX #1(a)

	<u>Name:</u>	<u>Dept.</u>	<u>Current Status</u>	<u>Conv. Status</u>	<u>Position</u>
1.	Saved for conversion – Burnaby Public Library				
2.		PRCS	Aux	RFT	Parks Janitor
3.		PRCS	Aux	RFT	Parks Janitor
4.		PRCS	Aux	RFT	Aquatic Leader 1
5.		PRCS	Aux	RFT	Parks Janitor
6.		PRCS	Aux	RFT	Food Serv. Lead Hand
7.		PRCS	Aux	RFT	Golf Serv. Asst 2
8.		PRCS	Aux	RFT	Food Serv. Lead Hand
9.		PRCS	Aux	RFT	Parks Janitor
10.		PRCS	Aux	RFT	Parks Janitor
11.		PRCS	Aux	RFT	Golf Serv. Asst 2
12.		PRCS	Aux	RFT	Food Serv. Lead Hand
13.		PRCS	Aux	RFT	Parks Janitor
14.		PRCS	Aux	RFT	Building Serv. Worker
15.		PRCS	Aux	RFT	Parks Janitor
16.		PRCS	Aux	RFT	Parks Janitor
17.		PRCS	Aux	RFT	Parks Janitor
18.		PRCS	Aux	RFT	Asst. Facility Supervisor
19.		PRCS	Aux	RFT	Building Serv. Worker
20.		PRCS	RPT	RFT	Lifeguard Instructor
21.		PRCS	Aux	RFT	Building Serv. Worker
22.		PRCS	Aux	RFT	Parks Janitor
23.		PRCS	Aux	RFT	Golf Serv. Asst. 2
24.		PRCS	Aux	RFT	Parks Janitor
25.		PRCS	Aux	RFT	Parks Janitor
26.		PRCS	Aux	RFT	Food Services Worker
27.		Eng	Aux	RFT	Labourer 2
28.		Eng	Aux	RFT	Labourer 2
29.		Eng	Aux	RFT	Labourer 2
30.		Eng	Aux	RFT	Labourer 2
31.		Eng	Aux	RFT	Labourer 2
32.		Eng	Aux	RFT	Labourer 2
33.		Eng	Aux	RFT	Labourer 2
34.		Eng	Aux	RFT	Clerk 2
35.		IT	Aux	RFT	Micro Comp. Supp. Spec.

36.	Eng	TFT	RFT	Labourer 2
37.	Eng	TFT	RFT	Labourer 2
38.	Eng	TFT	RFT	Labourer 2
39.	Eng	TFT	RFT	Labourer 2
40.	Eng	TFT	RFT	Labourer 2
41.	Eng	TFT	RFT	Labourer 2

Notes:

- (1) Regular Part-Time and Temporary Full-Time positions converted will not be backfilled.
- (2) The classifications of Food Service Lead Hand, Food Service Attendant and Food Service Worker, will be included Schedule "B" Note "T".
- (3) Building Service Worker and Parks Janitor positions that are converted, will be included in Note "R", but will retain the hours of work flexibility any five (5) of seven (7) days, eight (8) hours per day and forty (40) hours per week. This flexibility applies to the positions and will remain regardless of a change to the incumbent and enables the City to schedule based on operational requirements.
- (4) Any changes in the names of employees included in Appendix 1(a) must be mutually agreed to.
- (5) The City and the Union agree to meet after January 2, 2018 to review hours of work flexibility for Building Service Worker and Parks Janitor positions.

Dated August 4, 2016.

Conversion List
Year 2

APPENDIX #1(b)

	<u>Name:</u>	<u>Dept.</u>	<u>Current Status</u>	<u>Conv. Status</u>	<u>Position</u>
1.		PRCS	Aux	RFT	Building Service Worker
2.		PRCS	Aux	RFT	Food Serv. Lead Hand
3.		PRCS	Aux	RFT	Food Serv. Lead Hand
4.		PRCS	Aux	RPT	Aquatic Leader 1
5.		PRCS	Aux	RFT	Marketing Assistant
6.		PRCS	Aux	RPT	Sales Service Assistant
7.		PRCS	RPT	RFT	Aquatic Leader 1
8.		PRCS	Aux	RFT	Building Serv. Worker
9.		PRCS	Aux	RPT	Aquatic Leader 1
10.		PRCS	RPT	RFT	Recreation Clerk 1
11.		PRCS	RPT	RFT	Coordinator – Rec Prog.
12.		PRCS	Aux	RPT	Lifeguard Instructor
13.		PRCS	Aux	RFT	Building Serv. Worker
14.		PRCS	RPT	RFT	Fine Arts Leader
15.		PRCS	RPT	RFT	Lifeguard Instructor
16.		PRCS	Aux	RFT	Asst. Museum Prog.
17.		PRCS	RPT	RFT	Recreation Clerk 2
18.		PRCS	Aux	RFT	Building Serv. Worker
19.		PRCS	RPT	RFT	Recreation Clerk 1
20.		PRCS	Aux	RFT	Design Supervisor
21.		PRCS	Aux	RFT	Parks Janitor
22.		PRCS	RPT	RFT	Building Serv. Worker
23.		PRCS	Aux	RFT	Parks Janitor
24.		PRCS	Aux	RFT	Food Services Attd.
25.		PRCS	Aux	RFT	Building Serv. Worker
26.		PRCS	Aux	RFT	Pool Janitor
27.		PRCS	Aux	RFT	Food Services Worker
28.		PRCS	Aux	RFT	Technical Supervisor
29.		Eng	TFT	RFT	GIS Technician
30.		Eng	Aux	RFT	Clerk - Traffic
31.		Eng	Aux	RFT	Clerk - Traffic
32.		IT	TFT	RFT	IT Tester
33.		IT	TFT	RFT	IT Tester
34.		Building	TFT	RFT	Asst. Project Manager
35.		Finance	Aux	RFT	Printshop Operator

Notes:

- (1) Regular Part-Time and Temporary Full-Time positions converted will not be backfilled, with the exception of #29, Ruby Tam.**
- (2) The classifications of Food Service Lead Hand, Food Service Attendant and Food Service Worker, will be included Schedule "B" Note "T".**
- (3) Building Service Worker and Parks Janitor positions that are converted, will be included in Note "R", but will retain the hours of work flexibility any five (5) of seven (7) days, eight (8) hours per day and forty (40) hours per week. This flexibility applies to the positions and will remain regardless of a change to the incumbent and enables the City to schedule based on operational requirements.**
- (4) Any changes in the names of employees included in Appendix 1(a) must be mutually agreed to.**
- (5) The City and the Union agree to meet after January 2, 2018 to review hours of work flexibility for Building Service Worker and Parks Janitor positions.**

Dated: August 4, 2016

APPENDIX #2

Schedule "B" Notes:

Adjustments:

- a) To remove the following classes from Schedule "B", Note "U" as they are currently included under Note "T":
 - *Technical Supervisor*

- b) To update Schedule "B" notes to correctly reflect Schedule "A", for example the following class titles have Note "T" assigned to the job in Schedule "A", but Schedule "B", Note "T" was not updated:
 - *Coordinator Production and Operations*
 - *Client Services Supervisor*
 - *Assistant Museum Programmer*
 - *Design Supervisor*
 - *Interpreter Lead*
 - *Marketing and Sponsorship Coord.*
 - *Museum and Programs Coordinator*

- c) To update Schedule "A" and Schedule "B" so that they are consistent as Note "T":
 - *Booking Coordinator*

- d) To add the following classes to Schedule "B", Note "U":
 - *Recreation Complex Supervisor (Retain Note "S")*
 - *Operations and Events Supervisor (Retain Note "S")*

Dated: August 4, 2016

APPENDIX #3

Foremen Division:

Pay Rate Adjustments:

Effective the date of ratification, the City and the Union agree to the following pay rate adjustments:

Classification	Current PG	Current Rate	New PG	New Rate
Sub-Foreman Trades replaced by Foreman 1 – Trades**	--	\$37.20	--	\$38.88
Sub-Foreman – Welding replaced by Foreman 1 – Welding**	--	\$37.70*	--	\$39.38*
Sub-Foreman – Mechanics replaced by Foreman 1 – Mechanic**	--	\$37.70*	--	\$39.38*
Foreman 1 – Water/Sewers	19	--	20	--
Foreman 2 – Water/Sewers	21	--	22	--
Foreman 3 – Water/Sewers	23	--	24	--
Sub-Foreman – Waterworks	--	\$28.60	--	\$29.90
Sub-Foreman – Sewers	--	\$28.60	--	\$29.90

*Includes an additional .50 cents per hour in lieu of tool allowance. The .50 cents per hour is not included in the base hourly rate when calculating future increases.

**the classifications will be reviewed and updated to reflect title change and any change in duties

Dated: August 4, 2016