

MEMORANDUM OF AGREEMENT

Between:

CUPE Local 387

And

City of New Westminster

January 1, 2016 – December 31, 2019

Term: 4 years (January 1, 2016 to December 31, 2019)

Wage:

2016	1.5%
2017	1.5%
2018	2.0%
2019	2.0%

1.1 Coverage

WHEREAS the Employers are Employers within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the bargaining agent for employees at New Westminster, British Columbia, except those for whom the City of New Westminster Police Officers' Association, the City of New Westminster Firefighters' Union (Local Number 256 of the International Association of Firefighters), **and** the International Brotherhood of Electrical Workers, Local Number 213, **and the New Westminster Public Library Staff Association** are certified; and those excluded by the Labour Relations Code;

THIS Agreement will constitute the wages and working conditions for the employees so certified.

1.3 Definitions

~~h) A Seasonal Employee is employed to fill seasonal work requirements, most often required by Parks Horticulture and/or Parks Recreation Facilities. The employment is based on seasonally generated work and the term of employment can be variable in duration but with a specific start and end date. The Employer may shorten or lengthen the term of the seasonal work assignment dependent on operational need. The Employer will notify the Union as soon as possible in the event a seasonal work assignment is changed. Seasonal employees qualify for benefits as per Auxiliary. (Please see Article 14)~~

(With the removal of the Seasonal Employee definition, all reference to Seasonal Employees in the Collective Agreement will be removed)

***New**

1.7 Whistleblowing Protection

No employee shall be dismissed, disciplined, penalized or intimidated for making a report in good faith about any violation regarding WorkSafeBC, City Policies, or any other violation by the Employer, providing the Employer is notified of the alleged violation first.

ARTICLE 2 – UNION SECURITY

- f) As a condition ~~of being appointed to the permanent staff~~, of employment, every new employee will within the first six (6) months of service file a Certificate of Birth or other satisfactory proof of age as may be required by the Employers.
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ARTICLE 3 - SENIORITY

ARTICLE 3.1 b) - Definition

- b) No employee will have any rights based on seniority until he has completed the probationary period, except as provided in Article 3.2 herein. Upon completion of the probationary period in the case of an employee in an established position, the employee's seniority will be based on the total length of continuous service with the Employers and will be maintained and accumulated during:
- i) Absence due to layoff, providing the period of layoff does not exceed twelve (12) **continuous** months;
 - ii) Absence due to bona fide sickness or accident;
 - iii) Authorized leave of absence.
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ARTICLE 3.2.b – ~~Auxiliary Seniority Pool~~ Auxiliary Seniority Status

*****To be removed from Library Memorandum of Agreement 2012-2015:**

- ~~i) An Auxiliary employee who has worked one thousand (1000) hours within two (2) consecutive calendar years, will gain entry into the Auxiliary seniority list and will be deemed to possess seniority.~~
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- iv) a) An Auxiliary employee's seniority will be lost as the result of a break in service with the Employers which exceeds one (1) year.
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*****To be added to CUPE L387 Collective Agreement 2016-2019:**

b) Library Auxiliary Employee's seniority will be lost as a result of a break in service with the Employer which exceeds six (6) months.

~~vi) Class Seniority is to be exercised within the following units:~~

- ~~— Aquatics Facilities — Indoor and Outdoor~~
- ~~— Century House and Parks, Culture and Recreation Clerical Staff~~
- ~~— Animal Control Centre and Parking Patrol~~
- ~~— Centennial Community Centre and Queensborough Community Centre~~
- ~~— Concession Operations~~
- ~~— Engineering Department — Outside Employees~~
- ~~— Queens Park and Moody Park Arena~~
- ~~— Museum and Irving House~~
- ~~— Parks, Culture and Recreation Department — Outside Employees~~
- ~~— Skate Shop Operations~~
- ~~— Police Services~~
- ~~— All Departments at City Hall including the Fire and Rescue Services~~

vi) Class Seniority is to be exercised within the following units:

- Animal Services and Parking Services**
 - Anvil Centre**
 - Aquatics Facilities – Indoor and Outdoor**
 - Century House, Youth Services and Parks and Recreation Department Clerical Staff**
 - Centennial Community Centre and Queensborough Community Centre**
 - City Hall – All Departments**
 - Concession Operations**
 - Cultural Services – Anvil Centre, Irving House, Museum and Archives, Samson V**
 - Engineering Department – Outside Employees**
 - Fire and Rescue Services**
 - Library**
 - Parks and Recreation Department – Outside Employees**
 - Police Services**
 - Queens Park Arena, Moody Park Arena and Skate Shop Operations**
 - Queens Park Arenex**
 - Queens Park Petting Farm and Playground Services**
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ARTICLE 4.2 - Posting Position and Filling Vacancies

***** to be removed from Library Memorandum of Agreement 2012-2015:**

- a) It is agreed that before filling any ~~permanent~~ regular position, the Employers will post the position in City Hall and in other prominent work areas within the Union's jurisdiction for seven (7) calendar days. ~~with the exception of posting for the following positions for which no posting notice will be required:~~
 - ~~i) — Labourer 1~~
 - ~~ii) — Clerk Typist 1~~
 - ~~iii) — Clerk 1~~
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ARTICLE 4.4 – Hours of Work – Non-Standard (Inside)

*****To be added to CUPE Local 387 Collective Agreement 2016-2019:**

Position	Hours of Work
Library	<p><i>Non-standard hours of work for Inside Employees shall apply to all Regular Full-Time and Regular Part-Time Library employees in the job classifications of Librarian 2, Librarian 1, Library Assistant 4, Library Assistant 3, Library Assistant 2, Library Assistant 1 and Shelver.</i></p> <p><i>The normal work schedule shall be any five (5) days in a seven (7) day work week.</i></p> <p><i>The normal daily hours of work for employees in the above noted job classifications shall be any seven (7) consecutive hours, exclusive of a one (1) hour or one half (1/2) hour unpaid meal period, scheduled between 07:00 and 22:00, worked over five (5) days with two (2) days of rest.</i></p> <p><i>Due to the nature of the work performed, it shall be permissible for such employees to work a flexible schedule which incorporates any combination of days and hours, but does not exceed eight (8) hours per shift or seventy (70) hours in a two (2) week period.</i></p> <p><i>An Employee who is required to work in excess of eight (8) hours per shift or seventy (70) hours in a two (2) week period shall be compensated at overtime rates according to the provisions of the CUPE, Local 387 Collective Agreement. All overtime assignment are subject to the advance approval of the Chief Librarian or designate.</i></p> <p><i>Based on operational requirement, Regular Full-Time and Regular Part-Time employees shall be provided with fourteen (14) calendar day's notice of any schedule changes.</i></p>

ARTICLE 5.2 – Increments

- b) Upon the completion of six (6) accumulated months of service as a ~~Labourer~~ **Labourer 1**, an employee will be classified and paid as a ~~Labourer~~ **Labourer 2**.

ARTICLE 5.2 – Increments

***** to be added to CUPE Local 387 Collective Agreement 2016-2019:**

- c) *The pay scale for the classification of Shelver shall remain as a single step in the pay grade.*

***** Shelver to be added to Schedule A of CUPE Local 387 Collective Agreement 2016-2019:**

ARTICLE 5.4 – Acting Pay

- b) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head **or designate**.
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ARTICLE 5.5 – Daily Guarantee

***** to be removed from Library Memorandum of Agreement 2012-2015:**

~~*Scheduling of School Students – An employee who is a school student and school is in session, who reports for the employee’s scheduled shift at the request of the Employer, shall receive the employee’s regular rate of pay for the entire period of work with a minimum of two (2) hours of pay at the employee’s regular hourly rate of pay.*~~

*****to be added to Article 5.5 – Daily Guarantee - CUPE Local 387 Collective Agreement 2016-2019:**

- b) *Subject to the provisions of Paragraph (c) and (d), an employee who is a school student and school is in session, who reports for the employee’s scheduled shift at the request of the Employer on a school day, shall receive the employee’s regular rate of pay for the entire period of work with a minimum of two (2) hours of pay at the employee’s regular hourly wage.*

An employee, other than a school student on a school day, who commences work on his scheduled shift, will receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of four (4) hours of pay at his regular hourly rate.

*****to be added to CUPE Local 387 Collective Agreement 2016-2019:**

ARTICLE 5.7 – Remuneration – Library

~~*Sunday staffing – Effective 2008 February 19, Regular Full-Time Librarians or Regular Full-Time Library Assistants prior to 2007 January 01 and who work on Sundays shall receive compensation in the form of one (1) day off for working a four (4) hour shift on Sunday. A reasonable effort will be made to permit the compensatory day off to be taken on the Saturday following the Sunday on which the four (4) hour shift was worked. All Regular Full-Time Librarians and Regular Full-Time Library Assistants employed on or subsequent to 2007*~~

January 01 who are scheduled to work a shift on Sundays shall be paid at straight time rates with no additional compensation.

*****Renumber the rest of Article 5 accordingly**

ARTICLE 5.7 5.8 – Overtime – Standard

- a) Overtime will be defined for Regular **and Temporary** Full-Time employees as:
 - i) Time worked immediately following an employee's regular shift;
 - ii) Time worked immediately preceding an employee's regular shift, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift;
 - iii) Time worked at any other time, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift except as otherwise provided in Article 5.12 herein.

- b) Regular **and Temporary** Full-Time employees will be paid for overtime worked at the following rates:
 - i) One and one-half times (1.5x) the rate of pay for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
 - ii) Double times (2x) the rate of pay for all overtime worked at any other time. Employees will be paid a minimum of one and one-half (1.5) hours of pay at double the rate of pay (2x) for overtime not covered in Paragraph (b)(i) and (ii).

ARTICLE 5.8 5.9 – Overtime – Non Standard (Inside Employees)

ARTICLE 5.10 5.11- Overtime Regular Part-Time and Temporary Part-Time

Overtime rates will be paid on the following basis to all Regular **and Temporary** Part-Time employees;

- i) Time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- ii) Two times (2x) for hours worked beyond four (4) in excess of the normal daily hours in a day;
- iii) In any case where an employee has already performed work on five (5) consecutive days, time and one-half (1.5x) for any hours worked prior to 12:00 on his sixth day of work, two

times (2x) for hours worked after 12:00 on his sixth day, and two times (2x) for all hours worked on his seventh day of work.

- iv) Regular **and Temporary** Part-Time employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

ARTICLE ~~5.11~~ 5.12 - Overtime - Auxiliary

Overtime rates will be paid on the following basis to all Auxiliary employees:

- iii) in any case where an employee has already performed work on five (5) consecutive days ~~during the week~~, time and one-half (1.5x) for any hours worked prior to 12:00 noon on his sixth day of work ~~in that week~~, two times (2x) for hours worked after 12:00 noon on his sixth day, and two times (2x) for all hours worked on his seventh day of work ~~in that week~~.

***New**

ARTICLE ~~5.12~~ 5.13 – Callout

The following provisions will apply to Regular **and Temporary** Full-Time employees:

*****to be added to CUPE Local 387 Collective Agreement 2016-2019:**

- v. **An employee who has been authorized by the Employer to receive a telephone call while off duty, and is able to deal with the problem over the telephone and does not have to report to a worksite, shall be paid one (1) hour pay at straight time at the Employee's regular rate of pay. Multiple telephone calls within a one (1) hour period will be treated as one (1) event for the purpose of pay. Calls received beyond one hour of the initial call will be considered as a separate event.**

An employee will not be eligible for this form of callout should a return to the worksite callout (Article 5.12 above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty. ~~and not on standby.~~

ARTICLE ~~5.14~~ 5.15 - Dirty Pay

- a) A pay differential of ~~seventy-five cents (75¢)~~ **one dollar (\$1.00)** per hour will apply to any employee for the time the employee is in actual contact with live sewage while cleaning sewage pump stations, clearing blocked sewers or making sewer connections; such time to be subject to the approval of the supervisor.
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ARTICLE 5.15 5.16 - Occupational First Aid Pay

- a) Employees who are required by the Employers to perform first aid duties in addition to their normal duties, and who hold a valid WorkSafeBC First Aid Certificate, will be paid a premium in accordance with the certificate required as follows:

	Regular Full – Time and Temporary Full - Time Employees	Regular Part – Time, Temporary Part - Time & Auxiliary Employees
OFA Level II	\$125.00 \$150.00 per month	\$.80 \$.90 per hour

ARTICLE 5.17 5.18 - Shift Differential

The following provisions will apply to **Regular and Temporary Full-Time and Part-Time** Inside and Outside employees:

- a) Subject to Article 4.4, all **Regular and Temporary Full-Time and Part-Time** Inside employees will be paid a shift differential of ~~eighty five cents (\$0.85)~~ **one dollar (\$1.00)** per hour for all regular hours worked between the hours of 18:00 and 07:00.
- b) Subject to Article 4.5, all **Regular and Temporary Full-Time and Part-Time** Outside employees will be paid a shift differential of ~~eighty five cents (\$0.85)~~ **one dollar (\$1.00)** per hour for all regular hours worked between the hours 17:30 and 06:00.

***** to be added to article 5.17 5.18 – Shift Differential - Local 387 Collective Agreement 2016-2019:**

- e) **Shift differential shall not apply to any position within the Library.**
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ARTICLE 7.1 – Vacations – Librarians 1 and 2

*****to be added at beginning as Article 7.1:**

All Regular and Temporary Full-Time Librarians 1 and 2 shall not be entitled to the provisions in Article 7.1 but shall instead be entitled to the following vacation provisions:

Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Employment Standards Act.

In the first part calendar year of service, one-twelfth (1/12th) of twenty-two (22) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.

During the second (2nd) and all subsequent calendar years of service, twenty-two (22) working days.

During the sixteenth (16th), twenty-sixth (26th) and thirty-sixth (36th) calendar year of service only, a long service leave of twenty-two (22) working days will be provided in addition to the annual vacation entitlement set forth above. Long Service Leave shall be taken between January 1st in the calendar year in which the qualifying anniversary occurs and December 31st in the calendar year which immediately precedes the fifth (5th) anniversary of such benefit or shall be forfeited without compensation (e.g. twenty-two (22) days received on January 1st of the employee's sixteenth (16th) calendar year of service shall be taken by December 31st in the employee's twentieth (20th) calendar year of service).

*****renumbered Article 7 (VACATIONS) accordingly**

ARTICLE 7.1 7.2 – Vacations - Standard

Paid annual vacations for all Regular **and Temporary** Full-Time employees covered by this Agreement will be allowed as follows:

- a) Regular **and Temporary** Full-Time employees leaving the service in less than twelve (12) months from the date of appointment will be granted vacation pay in accordance with the Employment Standards Act.
 - h) Regular **and Temporary** Full-Time employees who leave the service after completion of twelve (12) consecutive months of employment will receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (0.5) worked to the date of termination;
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***** to be removed from Library Memorandum of Agreement 2012-2015 as already in CUPE Local 387 Collective Agreement:**

- (i) ***“calendar year” for the purpose of this Agreement will mean that twelve (12) month period from January 1 to December 31 inclusive.***
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ARTICLE 7.3 7.4 - Vacation in the Final Year of Employment

Any Regular **or Temporary** Full-Time employee

ARTICLE 8.1 – Statutory Holidays Standard

a) Basic Entitlement

All Regular **and Temporary** Full-Time (including probationary) employees will be entitled to a holiday with pay on the following Statutory Holidays: New Year's Day, Family Day (~~effective February, 2013~~), Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday;

ARTICLE 9.1 - Bereavement and Compassionate Care Leave

- a) Any Regular Full-Time **or Temporary Full-Time**, or Regular Part-Time **or Temporary Part-Time** employee who has completed six (6) months of employment, shall be granted Bereavement Leave with pay for a period of up to three (3) working days to grieve, attend a funeral and/or take care of issues relating to the death of a member of the employee's immediate family.
- iv. Requests for leave under Paragraphs (i) and (iii) will be submitted to the employee's Department Head **or designate** who will determine and approve the number of days required in each case.
- v. An employee who qualifies for Bereavement Leave without loss of pay under Paragraph (a) may be granted such leave when on annual vacation if approved by his Department head **or designate**. An employee who is absent on Sick Leave with or without pay or who is absent on a WorkSafeBC claim will not be entitled to such Bereavement Leave without loss of pay.
- ~~vi. If due to funeral arrangements or religious requirements, and upon application to and upon receiving permission from Department Head, an employee may be~~

~~able to split up the bereavement leave entitlements within one (1) year of the bereavement.~~

- vi. **Upon application to and receiving approval from a Department Head or designate, an employee shall be able to split up the bereavement leave entitlements within one (1) year of the bereavement.**
- vii. Upon application to, and upon receiving the permission of the Department Head **or designate**, any Regular **or Temporary** Full-Time, or Regular **or Temporary** Part-Time employee who has completed six (6) months of employment may be granted leave of up to one-half (0.5) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Paragraph (i) herein.

ARTICLE 9.5 - Jury and Witness Duty

- a) An employee, **with the exception of Auxiliary**, who is called for Jury Duty or subpoenaed as a witness will be given time off work during the period of such duty. That employee will continue to be paid at his normal classified rate and any remuneration received by the employee for such duty will be remitted to the Employers.

ARTICLE 9.6 - Personal Leave

- a) This benefit applies to any Regular **or Temporary** Full-Time or Regular **or Temporary** Part-Time employee who has completed six (6) months of employment. Such employee will be entitled to a maximum of two (2) paid work days for the purposes of Personal Leave.

ARTICLE 9.7 – Leaves – Part-Time

Upon the completion of six (6) calendar months of employment, all Regular **or Temporary** Part-Time employees will also be entitled on a prorated basis to the same Bereavement and Compassionate Care Leave, Family Responsibility Leave, Personal Leave and Jury and Witness Duty Leave and on a full basis to the same Maternity Leave, Parental Leave and Adoption Leave to which Regular **or Temporary** Full-Time employees are entitled, provided that a Regular **or Temporary** Part-Time employee will not be paid any amount in lieu of benefits when on unpaid leave of absence.

ARTICLE 10.1 - Medical Services Plan

Each Regular **or Temporary** Full-Time and Regular **or Temporary** Part-Time employee will be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employers will pay the full premium

for the Plan for Regular **or Temporary** Full-Time employees. Regular **or Temporary** Part-Time employees will pay the full premium for the Plan.

10.2 Extended Health Benefits Plan

- a) Each Regular Full-Time, **Temporary Full-Time**, Regular Part-Time and **Temporary Part-Time** employee will be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employers will pay the full premium for the Plan.
- b) ~~Effective 2008 January 01,~~ The employee will be responsible for paying an annual deductible of ~~one hundred, fifty dollars (\$150.00)~~ **one hundred (\$100.00)** per calendar year.
- c) ~~Effective 2008 February 01,~~ This plan will include Vision Care coverage in the amount of ~~three hundred, fifty dollars (\$350.00)~~ **five hundred (\$500.00)** payable per person, per twenty-four (24) month period.
- d) This plan will include Hearing aid coverage to a maximum amount of seven hundred dollars (\$700.00) payable per person per five (5) calendar year period.
- e) This plan will include coverage for the services of a clinical psychologist to a maximum amount of ~~six hundred dollars (\$600)~~ **twelve hundred (\$1,200.00)** payable per person per calendar year.
- f) ~~This plan will include coverage for the purchase of nicotine patches to a maximum lifetime amount of three hundred, fifty dollars (\$350.00) per person.~~
- f) Coverage for paramedicals will be as follows: massage and physiotherapy to a combined maximum of ~~eight hundred dollars (\$800.00)~~ **one thousand (\$1,000.00)** per calendar year; chiropractic and naturopathic to a combined maximum of ~~five hundred dollars (\$500.00)~~ **one thousand (\$1,000.00)** per calendar year.
- g) ~~Effective 2008 February 01,~~ **The Plan** will include Coverage for eye examinations in the amount of one hundred dollars (\$100.00) every twenty-four (24) month period.
- h) The Plan includes coverage for oral contraceptives in accordance with the Plan policy.

10.2 Extended Health Benefits Plan (cont'd)

- i) Coverage under this Plan will include: a spouse; dependent unmarried children until the age of twenty-one (21); dependent unmarried children until age twenty-five (25) while they are in Full-Time attendance at a recognized educational institute; **or unmarried disabled children incapable of self-sustaining employment.**
 - j) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed ~~one~~ **two** million dollars (~~\$1,000,000.00~~) **(\$2,000,000.00)**
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10.3 Dental Plan

- a) Each Regular Full-Time, **Temporary Full-Time**, Regular Part-Time **and Temporary Part-Time** employee will be entitled to enroll in the Dental Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.
- b) Coverage is to include a spouse, dependent unmarried children until the age of twenty-one (21) and dependent unmarried children over the age of twenty-one (21) while they are in Full-Time attendance at a recognized educational institute to age twenty-five (25).
- c) The Dental Plan will provide for the following services:
 - i) Basic Dental Services (Plan A) – The Plan will pay for eighty percent (80%) of the approved Schedule of Fees.
 - ii) Prosthetics, Crowns and Bridges (Plan B) – The Plan will pay for fifty percent-(50%) of the approved Schedule of Fees.
 - iii) Orthodontics (Plan C) – The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents to a lifetime maximum of three thousand dollars (\$3,000.00) payable per dependent.
- d) **Effective 2019 January 01:**
 - i) Basic Dental Services (Plan A) – The Plan will pay for ~~eighty percent (80%)~~ **ninety percent (90%)** of the approved Schedule of Fees.
 - ii) Prosthetics, Crowns and Bridges (Plan B) – The Plan will pay for ~~fifty percent (50%)~~ **sixty percent (60%)** of the approved Schedule of Fees.

- iii) Orthodontics (Plan C) – The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents to a lifetime maximum of ~~three thousand dollars (\$3,000.00)~~ **four thousand dollars (\$4,000.00)** payable per dependent.
- iv) **The above improvements will be capped at \$100,000 in addition to the 2019 January 01 cost of the existing dental benefit package. In the event that the improvements exceed \$100,000, the decision on which benefit increases to cap will be referred to the Labour Management Committee**
- e) The Employers will pay the full premium for the Plan.

ARTICLE 10.5 - Group Life Insurance

- a) Each Regular **or Temporary** Full-Time and Regular **or Temporary** Part-Time employee will be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.

ARTICLE 11. - SICK LEAVE PLANS

ARTICLE 11.1 Short Term Sick Leave Plan

- b) Each Regular **or Temporary** Full-Time and Regular **or Temporary** Part-Time employee will be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of one (1) month of continuous employment.

ARTICLE 11.2 - Short Term Sick Leave Plan – Part Time

Sick Leave coverage on a prorated basis, calculated on the same proportionate basis as the Regular **or Temporary** Part-Time employee's weekly schedule of core hours bears to the Full-Time hours for that class of positions. Regular **or Temporary** Part-Time employees will qualify after the same eligibility period applicable to Full-Time employees except it will be calendar months for Regular **or Temporary** Part-Time employees.

ARTICLE 11.3 – Medium Term Sick Leave Plan

- b) Each Regular **or Temporary** Full-Time employee will be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment. Employee #'s 1110, 1236, 8869 and 118494 shall also be included in the Medium Term Sick Leave Plan.

ARTICLE 11.4 – Long Term Sick Leave Plan

- b) Each Regular Full-Time employee will be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment, excluding unpaid leaves of absence of more than ten (10) accumulated working days and all time absent on Medium Term Sick Leave. **Employee #'s 1110, 1236, 8869 and 118494 shall also be included in the Long Term Sick Leave Plan.**

11.8 WorkSafeBC Coverage

- a) A Regular Full-Time, **Temporary Full-Time**, ~~and a Regular Part-Time~~ **and a Temporary Part-Time employee** whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, will assign all monies received from WorkSafeBC to the Employers and the Employers will pay the employee's approximate net salary calculated on his classified rate of pay. If WorkSafeBC disallows an employee's claim, or if an employee has not had his WorkSafeBC claim accepted, the Employers will pay full regular salary to the employee until the employee's Sick Leave, gratuity, vacation, overtime, and other credits are exhausted.
- b) Where a Regular Full-Time, **Temporary Full-Time**, ~~employee and a Regular Part-Time~~ **and a Temporary Part-Time** employee becomes entitled to WorkSafeBC coverage and payment is not made for the first day or part day, such day or part day will be paid by the Employers.

ARTICLE 12 - PENSION PLAN

- a) A Regular Full-Time **or Temporary Full-Time** employee will, following six (6) months of continuous employment, become eligible to enroll in the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

ARTICLE 12 - PENSION PLAN

- b) A Regular Part-Time, **Temporary Part-Time** employee and an Auxiliary employee will be entitled to enroll in the Municipal Pension Plan under the provisions and conditions of the Pension (Municipal) Act. The Pension (Municipal) Act permits a Regular Part-Time, **Temporary Part-Time** and Auxiliary employee to enroll in and contribute to the Municipal Pension Plan provided that the employee has earned thirty-five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) amount in two (2) consecutive calendar years. The amount of employee contributions will be in accordance with the Municipal Pension Plan and may be adjusted from time to time by the Plan.
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- c) ~~The vesting period for the Municipal Pension Plan is two (2) years. In accordance with MPP, vesting period is immediate.~~
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ARTICLE 13 – In Lieu of Vacation and Statutory Holidays (Regular Part-Time)

***** to be removed from Library Memorandum of Agreement 2012-2015:**

~~For the calendar year 2013, eligible Regular Part-Time employees shall continue to receive pro-rated vacation entitlements and Statutory Holiday entitlements.~~

~~Pro-rated vacation entitlements for calendar year 2013 and any existing time in a vacation bank, must be liquidated by 2013 December 31. Time may be taken as leave or paid out in cash.~~

~~Effective 2014 January 01, eligible Regular Part-Time employees shall receive the percentage in lieu of vacation and statutory holidays under the provisions in Article 13.~~

~~Medium Term Sick leave and Long Term Sick Leave for Regular Part-Time Employees – This provision is limited to Employee #'s 1110, 1236, 8869 and 118494. Any new Regular Part-Time employee hired or existing Auxiliary employees moving into Regular Part-Time status, shall not be eligible for Medium Term Sick Leave or Long Term Sick Leave and shall follow the provisions contained in Article 13.~~

ARTICLE 13 – In Lieu of Vacation and Statutory Holidays – Part-Time

- e) Overtime
- iii) in any case where an employee has already performed work on five (5) consecutive days ~~during the week~~, time and one-half (1.5x) for any hours worked prior to 12:00 noon on his sixth day of work ~~in that week~~, two times (2x) for hours worked after 12:00 noon on his sixth day, and two times (2x) for all hours worked on his seventh day of work ~~in that week~~.
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ARTICLE 16.- GRIEVANCE PROCEDURE

- a) Such grievance or difference will first be taken up with the employee's immediate Supervisor within five (5) calendar days of such difference or grievance arising by the employee and a Union representative.
- b) If the difference or grievance is not settled, it will then be stated in writing and submitted to the Department Head within ten (10) calendar days of such difference or grievance arising.

- ⌘ c) If such difference or grievance is not settled within ten (10) calendar days following the submission by the employee to the Department Head, it will then be submitted in writing to the Director of Human Resources or Chief Constable within twenty-five (25) additional calendar days.
 - ⌘ d) If such difference or grievance is not settled within ten (10) calendar days following the submission by the Union to the Director of Human Resources or Chief Constable, the Union will present such grievance or difference in writing within twenty-five (25) additional calendar days to the Chief Administrative Officer.
 - ⌘ e) Should the Chief Administrative Officer be unable to effect a settlement of such difference or grievance within twenty-five (25) calendar days of receipt of such grievance, the Director of Human Resources will be so notified by the Chief Administrative Officer and such grievance will be submitted to an Arbitrator within thirty (30) additional calendar days.
 - ⌘ f) The Arbitrator will be agreed upon by the Employers and the Union and an appointment will be made within fourteen (14) calendar days of the date on which notification has been received by the Director of Human Resources to proceed to arbitration. Should the Union and the Employers fail to agree on an Arbitrator within the fourteen (14) calendar days, the Arbitrator will be appointed by the Minister of Labour of the Province of British Columbia. The decision of the Arbitrator will be final and binding on both parties and each party will bear one-half (0.5) of the expense of the Arbitrator.
 - ⌘ g) It is recognized by the Employers and the Union that there may be incidences where time limits cannot be adhered to (e.g. lengthy illnesses). In such cases, the parties will keep each other informed and time limits may be extended by mutual consent of the parties.
 - ⌘ h) It is understood, and agreed, that in the absence of necessary Employer or Union representatives, a duly identified designee, from within the City, can act on behalf of either the Employer or the Union, through the grievance process.
 - ⌘ i) Where under Article 16, an Arbitrator finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper or just cause, such Arbitrator may:
 - i)-a) direct the Employers to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable; or
 - ii) b) make such other order as he considers fair and reasonable, having regard to the terms of this Agreement.
-

ARTICLE 17.2 - Occupational Health and Safety Committee

The Union and the Employers agree that safety is of the utmost concern in every area of operation. Occupational Health and Safety Committees shall be established in accordance with WorkSafeBC regulation and site specific needs.:— ~~Engineering Operations, Parks Horticulture, Parks Recreation Facilities, Aquatic Facilities Parks and Recreation, Police and Corporate.~~ Membership in these committees is in accordance with regulation. The regularity of meetings is in accordance with regulation. The Committees shall discuss matters related to occupational health and safety under the guidance of the City's Manager, Health & Safety. Meeting minutes are to be distributed to Manager, Health & Safety and CUPE Local 387 Occupational Health and Safety Committee. Recommendations shall be reported to the Manager, Health & Safety and the Director of Human Resources.

~~ARTICLE 18 - PROVISIONS APPLICABLE TO COMMUNICATIONS OPERATOR 1 AND COMMUNICATIONS OPERATOR 2~~

~~This Article, including all subsections thereof will apply to those employees classified as Communications Operator 1 and Communications Operator 2.~~

~~18.1 Hours of Work~~

~~Each Communications Operator 1 and Communications Operator 2 will be assigned to the following shift schedule;~~

- ~~a) All classes noted herein will work two (2), eleven (11) hour day shifts (07:00 to 19:00 inclusive of two (2) one-half (0.5) hour meal periods) followed by two (2), eleven (11) hour night shifts (19:00 to 07:00 inclusive of two (2) one-half (0.5) hour meal periods) and then will have four (4) days of rest. In each eleven (11) hour shift, each class will receive two (2) unpaid one-half (0.5) hour meal periods and two (2) paid fifteen (15) minute rest periods.~~
- ~~b) The shift schedule will be designed so that each employee covered herein will be working in conjunction with a police platoon. The shift schedule will be brought to an average of thirty-seven and one-half (37.5) hours per week by granting each employee one (1) additional day off each eleven (11) weeks. This additional day must be taken off and cannot be paid out in cash. The additional day will be granted to the employees covered herein as mutually agreed to by the parties.~~

~~18.2 Statutory Holidays~~

- a) ~~The work of the employees covered herein is required to be performed continuously and on every day, including Statutory Holidays throughout the year. As a result, each employee covered herein will receive twelve (12) consecutive seven and one-half (7.5) hour working days off (ninety (90.0) hours) with pay in lieu of Statutory Holidays. At the beginning of each calendar year, each Regular Full-Time employee will have their Statutory Holiday bank credited with ninety (90) hours (twelve (12) Statutory Holidays times seven and one-half (7.5) hours). Employees commencing Full-Time employment after the commencement of the calendar year will have their Statutory Holiday bank credited with the remaining number of Statutory Holidays left in the calendar year following their commencement of Full-Time employment.~~
- b) ~~All credits in the employee Statutory Holiday bank (ninety (90) hours maximum) must be taken in the calendar year in which it is earned. Any credits in the Statutory Holiday bank which remain at the end of the calendar year in which they are earned will be forfeited by the employee.~~
- c) ~~An employee covered herein who is scheduled and does work on a Statutory Holiday will receive time and one-half (1.5x) their regular hourly rate for all hours worked between 00:01 and 23:59 on the day on which the Statutory Holiday actually falls. The aforementioned premium will not affect the employee's entitlement to twelve (12) consecutive seven and one-half (7.5) hour working days off (ninety (90) hours).~~

18.3—Vacation

- a) ~~Paid annual vacations for all Regular Full-Time employees covered under Article 18 will be in accordance with Article 18.3 of the Collective Agreement but will be converted to hours in order to accommodate the eleven (11) hour shift schedule. Examples of such conversions include:~~
- i) ~~Regular Full-Time employees leaving the service in less than twelve (12) months from the date of appointment will be granted vacation pay in accordance with the Employment Standards Act;~~
 - ii) ~~In the first partial calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of seventy-five (75) working hours for each month or portion of a month greater than one-half (0.5) worked by December 31st;~~
 - iii) ~~One hundred, twelve and one-half (112.5) working hours of annual vacation with pay will be granted during the second (2nd) up to and including the seventh (7th) calendar year of service of the employee;~~

- iv) ~~One hundred and fifty (150) working hours of annual vacation with pay will be granted during the eighth (8th) up to and including the tenth (10th) calendar year of service;~~
 - v) ~~One hundred, fifty-seven and one-half (157.5) working hours of annual vacation with pay will be granted during the eleventh (11th) up to and including the fifteenth (15th) calendar year of service;~~
 - vi) ~~One hundred, ninety-five (195) working hours of annual vacation with pay will be granted during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service;~~
 - vii) ~~Two hundred, thirty-two and one-half (232.5) working hours of annual vacation with pay will be granted during the twenty-fourth (24th) and all subsequent calendar years of continuous service of the employee;~~
 - viii) ~~Regular Full-Time employees who leave the service after completion of twelve (12) consecutive months of employment will receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (0.5) worked to the date of termination.~~
- b) ~~Employees covered by this Agreement may select vacation leave periods independent of other members of the assigned platoon, provided that they notify the platoon supervisor of their selection by December 31st of the immediately preceding year.~~

18.4 — Overtime

~~Overtime for each employee covered herein will apply in accordance with the current Collective Agreement; and that is:~~

- a) ~~Time and one-half (1.5x) for the first two (2) hours of overtime worked on any regular working day if worked immediately preceding or immediately following an employee's regular shift;~~
- b) ~~Double time (2x) for all overtime worked beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;~~
- c) ~~Double time (2x) for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift;~~

- d) ~~Meal breaks will be granted in accordance with appropriate articles in the current Collective Agreement between the parties.~~
- e) ~~An employee who is at the workplace prior to the commencement of the employee's shift and who is required to commence work early will be compensated in accordance with Article 5.12(a)(iv) in the current Collective Agreement.~~

18.5 — Sick Leave

~~Sick Leave will be granted in accordance with the current Collective Agreement except that the Short Term Sick Leave will be defined as the first seventy-five (75) hours of any absence due to illness or non-occupational injury.~~

18.6 — Bereavement and Compassionate Care Leave

~~Bereavement and Compassionate Care Leave will be granted in accordance with the current Collective Agreement except that the working days stated in the Collective Agreement will be multiplied by seven and one-half (7.5) to determine the appropriate number of hours which will be granted to employees covered herein.~~

18.7 — Gratuity Credits

~~Gratuity Credits will be granted in accordance with the current Collective Agreement but will be credited at the rate of twenty-two and one-half (22.5) hours per year and deductions from the gratuity credit bank will be made at the rate of eleven (11) hours per shift.~~

18.8 — Shift Differential

~~A shift differential of eighty-five cents (\$0.85) per hour will be paid to employees covered herein who are scheduled to work outside of the "exempt hours of work" as defined in the current Collective Agreement. The same shift differential provisions will be extended to the positions covered by this Agreement as are extended to other employees of the Employers who receive shift differential.~~

18.9 — Pay

~~Pay issued every two (2) weeks to the employees covered by Article 18 will reflect as closely as possible the bi-weekly earnings averaged over twenty-six (26) pay periods. The Employers agree to pay the employees on the same basis as it would pay an employee who is working a normal five (5) day, thirty-seven and one-half (37.5) hour work week.~~

18.10 Auxiliary Employees

- a) ~~Auxiliary employees who are employed in positions covered herein will be entitled to twelve percent (12%) (or sixteen percent (16%) if they have acquired Auxiliary seniority) of their regular earnings including overtime in lieu of all applicable employee benefits in accordance with the provisions of Article 14 of the current Collective Agreement.~~
- b) ~~Hours of Work and Shift Differential as set out in Articles 4.6 and 5.18 of this Collective Agreement will apply to Auxiliary employees who are covered herein.~~
- c) ~~Overtime paid to Auxiliary employees covered herein will apply as follows:~~
 - i) ~~Time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;~~
 - ii) ~~Two times (2x) for hours worked beyond four (4) in excess of the normal daily hours in a day;~~
- d) ~~In any case where an employee has already performed work on four (4) days during the eight (8) day cycle, time and one-half (1.5x) for any hours worked prior to 12:00 noon on the employee's fifth (5th) day of work in that cycle, two times (2x) for hours worked after 12:00 noon on the employee's fifth day, and two times (2x) for all hours worked on subsequent days of work in that eight (8) day cycle.~~
- e) ~~Any Auxiliary employee covered herein who is required to work more than four (4) consecutive days will be paid overtime rates for the fifth and subsequent consecutive days of work. Where uncertainty or dispute arises over the application of overtime to auxiliary employees, the overtime principles contained in the current Collective Agreement will apply.~~
- f) ~~Meal periods will be paid in accordance with the current Collective Agreement.~~

***** renumber remaining articles within CUPE Local 387 Collective Agreement 2016-2019 accordingly**

ARTICLE 19-18 - CHANGES AFFECTING THE AGREEMENT

ARTICLE 20-19 - ERRORS AND OMISSIONS

SCHEDULE C

RECREATION AND HOURLY RATED INSIDE CLASSES (SALARY RATES)

A. Effective 2012 January 01	1.25%
B. Effective 2013 January 01	1.75%
C. Effective 2014 January 01	1.75%
D. Effective 2015 January 01	2.00%

Class Title		Hourly Wage Rate		
		1	2	3
Aquatic Fitness Centre Supervisor (this class is being used only for Robert Hindley Employee #1996 as it to be deleted when he vacates the job) this employee vacates the job)	A	27.76	28.74	29.69
		28.25	29.24	30.21
	C	29.74	29.75	30.74
	D	29.31	30.35	31.35
Concession Worker 1 *	A	16.22	16.50	16.77
	B	16.50	16.79	17.06
	C	16.79	17.08	17.36
	D	17.13	17.42	17.71
Concession Worker 2 *	A	17.11	17.53	17.82
	B	17.41	17.84	18.13
	C	17.71	18.15	18.45
	D	18.06	18.51	18.82
Fitness Advisor *	A	24.24	25.22	26.27
	B	24.66	25.66	26.73
	C	25.09	26.11	27.20
	D	25.59	26.63	27.74
Fitness Instructor 1 (per class)	A	34.95	35.91	36.88
	B	35.56	36.54	37.53
	C	36.18	37.18	38.19
	D	36.90	37.92	38.95
Fitness Instructor 2 (per class)	A	43.10	44.07	45.00
	B	43.85	44.84	45.79
	C	44.62	45.62	46.59
	D	45.51	46.53	47.52
Recreation Cashier Clerk *	A	18.25	18.62	19.13
	B	18.57	18.95	19.46
	C	18.89	19.28	19.80

D 19.27 19.67 20.20

Class Title	Hourly Wage Rate				
	1	2	3		
Recreation Worker 1 *	A	16.77	17.13	18.14	B
	17.06	17.43	18.46		
	C	17.36	17.74	18.78	
	D	17.71	18.09	19.16	
Recreation Worker 2 *	A	18.25	18.62	19.13	
	B	18.57	18.95	19.46	
	C	18.89	19.28	19.80	
	D	19.27	19.67	20.20	
Recreation Worker 3 *	A	20.61	21.31	22.34	
	B	20.97	21.68	22.73	
	C	21.34	22.06	23.13	
	D	21.77	22.50	23.59	
Recreation Worker 4 *	A	22.57	23.58	24.54	
	B	22.96	23.99	24.97	
	C	23.36	24.41	25.41	
	D	23.83	24.90	25.92	
Seniors/Adult Physical Activity Instructor (per class)	A	29.81	30.77	31.70	
	B	30.33	31.31	32.25	
	C	30.86	31.86	32.81	
	D	31.48	32.50	33.47	
Specialist *	A	29.81	30.77	31.70	
	B	30.33	31.31	32.25	
	C	30.86	31.86	32.81	
	D	31.48	32.50	33.47	

Notes:

* Will be paid a minimum of two hours when they report for their scheduled shift.

2nd increment will be effective at 1000 hours of employment in one class or six fiscal quarters of leadership/instruction. (A fiscal quarter is three months in duration).

3rd increment will be effective at 1000 hours of employment in one class or six fiscal quarters of leadership/instruction.

BENEFITS

Library employee's benefits are covered as per the CUPE L387 Collective Agreement 2016-2019

Pay

Library employee's pay will be added to Schedule "A"

LETTER OF AGREEMENT

Between the

CORPORATION OF THE CITY OF NEW WESTMINSTER

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

Re: Contracted Services Review Committee

This letter shall be in effect from January 1, 2017 to June 30, 2018

The Employer and the Union agree to establish a joint Committee comprising of three representatives from each side to identify and examine services that are currently contracted to external contractors and that could possibly be performed by members of CUPE Local 387 with improved value to the City. The Committee will develop a terms of reference that outlines the principles, objectives and process for the review of services. The terms of reference will be developed and signed off by the Committee no later than June 30, 2017. The work of this Committee will be completed by June 30, 2018.

Signed on this 5th day of December, 2016

For the Union:


George Habib

For the Employer:


Joan Burgess

LETTER OF AGREEMENT

Between the

CORPORATION OF THE CITY OF NEW WESTMINSTER

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

Re: Employment Status Conversion Review Committee

This letter shall be in effect from January 1, 2017 to December 31, 2019

The Parties agree that a committee shall be struck to review hours worked by auxiliary employees.

The Committee shall consist of up to three (3) representatives each from the Employer and from the Union. The Committee shall meet twice in a calendar year (unless deferred by mutual agreement) with the first meeting occurring within three (3) months after ratification. The Employer will provide the Committee with a report outlining the hours worked by all CUPE auxiliary staff no later than February 1st of the current calendar year.

The Committee will review the auxiliary hours worked by individual employees to determine if that employee should remain as auxiliary status or be converted to regular part-time or regular full-time status.

The parties agree to the following criteria for the ongoing determination of employee status:

- a) An auxiliary employee shall not be laid off, terminated, or denied an opportunity to work if the reason is to deny the employee access to benefits and/or regular status.
- b) The parties shall jointly review whether regular status (full or part-time) shall be granted to individual auxiliary employees based upon:
 - i) the auxiliary hours worked reports for the 12-month period prior to meeting;
 - ii) the historical work pattern of the affected employees; and
 - iii) the reasonable predictability of future employment.
- c) The review will focus primarily on those employees who have achieved accumulated hours equivalent to one-half (1/2) of a normal full-time work schedule in any consecutive twelve (12) month period.
- d) Based on operational requirements, the Employer may combine hours from one or more work units to determine an employee's status.

- e) The Committee will present its findings to the Employer. Subject to budgetary considerations, the Employer will determine whether an employee will be converted from auxiliary to regular status. *Habib*
- f) The Union may seek a determination of an employee's status (regular or auxiliary) through the grievance procedure if not satisfied that fair consideration was given in the review.

Signed on this 6th day of December, 2016

For the Union:


George Habib

For the Employer:


per Joan Burgess

Doc #964170

LETTER OF AGREEMENT

between the

CORPORATION OF THE CITY OF NEW WESTMINSTER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

RE: Classification Review

1. General

The Corporation of the City of New Westminister (the "Employer") and the Canadian Union of Public Employees, Local 387 (the "Union") agree, without prejudice, to implement a review on those job classifications identified in the Collective Agreement that appear to be similar in scope of job duties, qualification(s) requirements and wage. The purpose of this review is to ensure the many different job titles existing in the Collective Agreement are:

- relevant to today's complex operations;
- reflect greater flexibility in scope of work;
- more efficient scheduling;
- enhance productivity;
- reduce administrative oversight;
- support cross functionality throughout departments.

This review will not:

- reduce work or eliminate jobs;
- result in any reduction in wages.

This review will work towards ensuring accurate and relevant titles that will support effective recruiting. This review will recognize that some functions will require entry level and increasingly senior levels of work in a job classification limiting consolidation of such positions.

2. Classes of Positions to Be Reviewed

The classes of positions to be reviewed are identified in the Collective Agreement.

3. Terms of the Review

The Union and Management will establish a working group that will include relevant business unit managers for the purpose of discussing and determining appropriate job classes for consolidation. Meetings will be held as required (minimum once every six months) to progress and conclude the work. Human Resources will provide the committee with all necessary documentation in the way of class specifications, wage rates, education and technical requirements and the like. It is not envisioned that the review would result in any recommendations regarding cross-functionality between inside and outside classifications.

As recommendations are formulated by the working group(s) the Director of Human Resources, or designate, will ensure that departmental stakeholders (Directors and Managers) are given full opportunity to understand the potential impact(s) of the review and support consolidation of specific positions. In the event consolidation of specific positions is agreed to, sufficient time will be allowed to conduct compensation reviews and define budget impacts. Implementation will be dependent on budget availability. There is no retroactivity in the event of wage adjustment.

The Employer will continue to pay for the regular wage or salary of any union officer working on the classification review working group.

Recognizing the positions identified in the Collective Agreement are assigned to different departments; despite similar title, departmental unique requirements will be given full consideration. Some positions may not be included in this review.

4. Conclusion

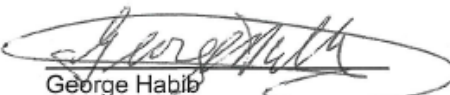
The Employer and the Union agree to implement the provisions of this Agreement upon concluding bargaining and signing the new Memorandum of Agreement. There is no pre-determined or guaranteed outcome to this review. It may be after the review is completed that no classifications are changed or some classifications are changed.

5. Expiry of this Letter of Agreement

This Letter of Agreement will expire upon the conclusion of the 2016-2019 Collective Agreement.

Dated at New Westminster, British Columbia this 5th day of December 2016.

For the Union:


George Habib

For the Employer:


Joan Burgess

**#2016 -
LETTER OF AGREEMENT
Between the
CORPORATION OF THE CITY OF NEW WESTMINSTER
And The
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387**

RE: COMPRESSED DAY OFF PROGRAM (CDO)

GENERAL PROVISIONS

1. The Compressed Day Off program is based on the principle that additional time worked accrues so that an additional day off (referred to as the "compressed day off" or "CDO") may be taken during the period in which it is earned or at a later date.
2. The program will only apply to Regular Full-Time and Temporary Full-Time employees within operationally feasible work units. Participation in the program is mandatory for eligible employees.
3. All employees participating in this program will work an additional 30 minutes at the beginning or end of their regular shift at a pre-determined start and end time. The additional 30 minutes will accrue in a CDO bank.
4. The compressed day off will be taken as 7.0 hours, 7.5 hours or 8.0 hours, as applicable, and will be paid at the employee's regular rate of pay.
5. There will be a joint annual review to ensure that the program continues to meet operational and customer service requirements.

SCHEDULING PROVISIONS

6. Scheduling of the CDO will be the responsibility of each Department Head, or designate, based on operational requirements.
7. Employees will not be allowed to reduce or skip their meal periods to make up the additional compressed time.
8. In the event of an unforeseen circumstance, an employee may be asked to work on a scheduled compressed day off which would be considered a regular work day and not overtime. The employee will reschedule the missed compressed day off at a mutually agreeable time.

9. The taking of partial compressed days off will not be allowed. If there is insufficient compressed time accumulated to provide for a full compressed day off, employees will choose one of the following options:
 1. Take the compressed day off with the difference being drawn from the employee's vacation bank, overtime bank, gratuity bank, etc.;

OR

 2. Defer the compressed day off by providing advance notice to the supervisor and reschedule the missed compressed day off at a mutually agreeable time.
10. Although there will be a compressed time bank for employees, it is not intended for compressed days off to be accumulated. Employees' compressed time bank balances should not exceed two (2) compressed days off at any given time and will be reviewed every three (3) months to ensure compliance. As an exception, accumulation of compressed time beyond the two (2) day limit will only be permitted for operational reasons.
11. If a compressed day off falls within an approved acting assignment, the compressed day off will be paid at the appropriate acting hourly rate.

OVERTIME PROVISIONS

12. For purposes of overtime, the workday will be considered to be 7.5 hours (35 hour work week), 8.0 hours (37.5 hour work week), or 8.5 hours (40 hour work week).
13. Overtime is calculated as time worked over and above the compressed hours per day.
14. Employees must obtain approval from the Department Head, or designate, in advance of working any overtime.

APPROVED LEAVE PROVISIONS

15. A compressed day off is a day when the employee is not required to be at work and therefore is not considered any form of approved leave.
16. Any approved leave taken will equal 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week) as applicable.
17. Employees who take an approved leave on a day (or partial day) will not earn the additional time each day in the compressed time bank.

18. Employees attending City approved training and development related to their employment will accrue the additional time each day in the compressed time bank.
19. If an employee is sick on a compressed day off, they will not receive sick benefits.
20. Employees on a graduated return to work will have their participation in the program temporarily suspended until they return to work on a full-time basis.
21. Employees are expected to schedule medical and dental appointments on a compressed day off.

STATUTORY HOLIDAYS PROVISIONS

22. The number of hours in a statutory holiday will be equivalent to the employee's standard work day, specifically 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week).

OTHER COLLECTIVE AGREEMENT PROVISIONS

23. All other terms and conditions of employment will be in accordance with the provisions of the 2016 – 20__ Collective Agreement between the City of New Westminster and CUPE Local 387.

TERM OF AGREEMENT

24. This Agreement will be effective during the term of the Collective Agreement with the understanding that either the Employer or Union may cancel this Letter of Understanding with four (4) months written notice to the other party.
25. In the event that the CDO program is discontinued, any remaining hours in the CDO bank should be liquidated within sixty (60) calendar days of the termination date of the CDO program.

Dated at New Westminster, British Columbia this 19th day of October, 2016.

Signed on behalf of the Employer:



Doc#929551

Signed on behalf of the Union:



**CUPE Local 387 and City of New Westminster
Bargaining 2016**

Housekeeping

- Reformatting of Collective Agreement to combine all non-standard provisions (hours of work, notice of shift change, overtime and statutory holidays) for Inside and Outside positions into an Appendix for greater clarity and ease of use.
- All reference to “Parks, Culture and Recreation” should be amended to “**Parks and Recreation**” within CUPE Local 387 Collective Agreement 2016-2019

Notes:

ARTICLE 5-20 5.21 - Separation Trust

All Library Employees will receive the Separation Trust

Effective January 1st 2017, the Employer agrees to convert the status of four Seasonal employees to Regular Full-Time positions in the Horticulture Department.

Effective January 1st 2018, the Employer agrees to convert the status of four additional Seasonal employees to Regular Full-Time positions in the Horticulture Department.

The status conversions will be in accordance with the seniority of the current seasonal employees as calculated for the end of December 31, 2016.

Letters of Agreement:

The following Letters of Agreement shall be rolled into the current Collective Agreement:

- 2013-01 CPIC Operators (Records) Shift Patterns
- 2013-02 Pool Service Workers Non-Standard Hours
- 2013-04 Rec Facility Clerk Non-Standard Hours
- 2013-05 Police Clerical Assistant 1 Back to Standard Hours (Reverse 2010-03)
- 2013-06 Police Clerical Assistant 2 Non-Standard Hours of Work
- 2013-11 Cashier Attendant
- 2014-01 PCR Cultural Services – Non-Standard work hours
- 2014-02 Schedule C – Increment Progression
- 2014-03 Fitness Programmer – Weekly Hours
- 2014-04 Agenda Secretary – Non-Standard Work Hours
- 2014-05 Food Services Worker – Non Standard Work Hours
- 2014-06 Police Court Services Clerk (Stat Bank Conversion) – from 2012 Trial
- 2014-07 Facilities Maint. Supervisor – Hours of Work
- 2014-08 Engineering Clerks – Non Standard Hours of Work
- 2015-04 Call Out and Overtime – Eng Ops
- 2015-07 Tow Truck Operator – Non rotational Shift (1 year trial)
- 2016-01 Animal Service (Hours of Work and Working Conditions)

Both Parties agree all outstanding proposals, Union's and Employer's, not addressed in this Memorandum of Agreement are withdrawn.

Signed on this ____ day of December, 2016

For the Union:

For the Employer:

