

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF WHITE ROCK
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF WHITE ROCK (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CITY OF WHITE ROCK COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2012 January 01 and expiring 2015 December 31 (hereinafter "the 2012-15 Collective Agreement") shall apply except as specifically varied below.

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. **Wage Increases**

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

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2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay 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.
- (d) Effective 2019 January 01, all hourly rates of pay 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.
- (e) Retroactive payments will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Program Leaders – Grievance Resolution**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding titled Rest Periods/Lunch Hour - Program Leaders Children and Senior's Programs, which is attached to this Memorandum of Agreement as Appendix I. The Employer and the Union agree to attach the Letter of Understanding to the new collective agreement as Schedule "D". The parties' agreement to this Letter of Understanding represents a complete and final resolution of the Union's grievance - No. 2015-007.

5. **Letters of Understanding**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew the following Letters of Understanding:
 - Victim Assistance Coordinator – Dated July 26, 1994; and
 - Hours of Work – Parking Enforcement Staff – Dated July 29, 2011.
- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letters of Understanding attached as Appendix II. The parties further agree that effective the date of ratification of the Memorandum of Agreement, the following Letters of Understanding will be deleted:
 - Hours of Work – Reader/Court Services Clerk – Dated January 17, 2011; and
 - Hours of Work – Parking and Bylaw Enforcement Staff – Dated March 29, 2011.
- (c) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Letter of Understanding titled Water Utility Outside Employees which is attached to this Memorandum of Agreement as Appendix III shall be attached to the Collective Agreement as a new Schedule "E".

6. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) delete Article 11.1(1)(3) and renumber the remaining provisions;
- (b) delete the words "two week" in Article 13.5(f)4(a);
- (c) delete Schedule "B" and re-letter the remaining schedules;
- (d) delete expired effective dates; and
- (e) any other changes that the parties agree to during the drafting of the Collective Agreement.

7. **Drafting of New Collective Agreement**

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

8. **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.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

Signed this 25th day of November, 2016.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

BARGAINING REPRESENTATIVES FOR THE
UNION:

This is APPENDIX "I" referred to in Item 4 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01
(hereinafter called "the Union")

REST PERIODS/LUNCH HOUR – PROGRAM LEADERS CHILDREN AND SENIOR'S PROGRAMS

The Employer and the Union agree that in order to enable Program Leaders to provide required supervision of children and seniors during children and senior's programs, the following provision shall apply:

Where an employee in the classification of Program Leader is required to work during a Lunch Hour earned pursuant to Article 9.4 or during a Rest Period earned pursuant to Article 9.5, the employee will receive pay in lieu of the Lunch Hour or Rest Period at the employee's straight time hourly rate of pay.

SIGNED ON BEHALF OF THE CORPORATION OF
THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 402-01:

Dated at White Rock, British Columbia, this 25th day of November 2016.

This is APPENDIX "II" referred to in Item 5(b) of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01
(hereinafter called "the Union")

HOURS OF WORK – READER/COURT SERVICES LIAISON

The Employer and the Union agree to implement a modified work week for the position of Reader/Court Services Liaison in order to enable them to process court documents seven (7) days per week as required by BC Crown Council.

1. Hours of Work

- (a) The work schedule shall be based on an average of thirty-five (35) hours per week.
- (b) The normal daily hours of work shall be ten (10) consecutive hours, exclusive of a one (1) hour unpaid meal period.
- (c) Employees will work four (4) consecutive days followed by four (4) consecutive days of rest.
- (d) Articles 9.2 and 9.7 of the Collective Agreement shall not apply to employees covered by this Letter of Understanding.
- (e) Employees working in the classification of Reader/Court Services Liaison who are not Regular or Temporary Full-Time Employees shall be permitted to work at straight-time rates on any given shift up to the same number of daily hours worked by a Full-Time Employee covered by this Letter of Understanding.

2. Variations from the Collective Agreement

- (a) It is agreed that the conversion of fringe benefits from a standard five (5)-day work schedule shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees. For example, where the Collective Agreement refers to a number of days it shall be converted to hours by multiplying the number of days by seven (7) hours in order to calculate the value of the benefit.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

- (b) Where a matter is not set out below it shall be resolved by reference to the principle set out in paragraph (a) above.
- (c) All Articles of the Collective Agreement not specifically modified by this Letter of Understanding shall apply and continue to be in effect subject to paragraph (a) above.

Article 9.6 – Shift Premium

The same shift premium provisions will be extended to the classification covered in this Letter of Understanding as are extended to other employees who receive a shift premium.

Article 10 – Overtime, Standby, and Callout

For the purposes of this Letter of Understanding, references in the Collective Agreement's to "regular shift" shall be interpreted as "ten (10) hours of work" exclusive of lunch.

Article 11.1 – Vacations

- (a) The Collective Agreement provision applies on the basis that the references to "working days" are converted to hours as follows:

15 working days = 105 hours of vacation
20 working days = 140 hours of vacation
25 working days = 175 hours of vacation
30 working days = 210 hours of vacation

- (b) Employees who are absent for 140 or more accumulated work hours on WorkSafeBC shall have their annual vacation entitlement and vacation pay prorated on the basis of the total time absent.

Article 11.2 – General Holidays

- (a) Full-Time Employees covered herein, upon qualifying for same, shall be entitled to seven (7) hours pay for each of the following General Holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any Government of Canada, Province of B.C. or City of White Rock Proclamation Holiday. General Holidays shall be observed on the day they actually occur.

- (b) For the purpose of this Letter of Understanding, all new employees hired by the Corporation shall have worked for the Corporation at least one hundred and five (105) hours in the thirty (30) calendar day period immediately prior to the General Holiday.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

- (c) The work of the employees covered by this Letter is required to be performed continuously and on every day, including General Holidays throughout the year. As a result, each Regular Full-Time Employee covered herein will receive twelve (12), seven (7) hour working days (eighty four (84) hours) off with pay in lieu of the General Holidays. At the beginning of each calendar year, each Regular Full-Time Employee will have their General Holiday bank credited with eighty four (84) hours which will be scheduled as time off during the year as mutually agreed between the Employee and the Employer. Employees commencing Regular Full-Time employment after January 1 in any calendar year will have their General Holiday bank credited with seven (7) hours for each General Holiday occurring after the date of their commencement as a Full-Time Employee, subject to paragraph (b) above. Temporary Full-Time Employees will have seven (7) hours credited to their General Holiday bank for each holiday occurring during their term subject to paragraph (b) above.
- (d) A Regular Full-Time Employee who leaves their employment during a calendar year will have their General Holiday hours reduced based on seven (7) hours for each holiday occurring after the date they leave their employment. Any overpayment of General Holiday hours during the final calendar year will be reconciled on the employees' final pay cheque.
- (e) All hours in the employee's General Holiday bank (eighty four (84) hours maximum) must be taken in the calendar year in which they are credited. Any hours which are not taken as of December 31 in any calendar year will be paid in the first pay period of the following calendar year at the hourly rate in effect on December 31 of the year in which they were credited.

Article 11.3 – Pay for Hours Worked on General Holidays

Full-time employees covered herein who is required to work and does work on a Statutory Holiday shall 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 General Holiday actually falls.

The premium rate which is paid for the hours work on General Holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a General Holiday extends beyond the employee's normal daily hours.

Article 12.3 – Sick Benefits

The Collective Agreement provision applies on the basis that the references to "working days" are converted to hours as follows:

1½ working days = 10½ hours
4½ working days = 31½ hours
9 working days = 63 hours
120 working days = 840 hours.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

Article 12.5 – Gratuity

The Collective Agreement provision applies on the basis that the references to “working days” are converted to hours as follows:

1 working day = 7 hours
3 working days = 21 hours
90 working days = 630 hours.

Article 13.3 – Bereavement Leave

The Collective Agreement provision applies on the basis that the reference to “three (3) working days” is converted to twenty-one (21) hours and “two (2) working days” is converted to fourteen (14) hours.

3. Pay Periods

Employees covered by this Letter of Understanding shall continue to be paid their regular straight-time pay as if they were working a normal five (5) day, thirty-five (35) hour work week on the basis that the shift schedule averages to thirty-five (35) hour per week over eight (8) weeks.

4. Cancellation

This Letter of Understanding may be cancelled at any time by the Employer upon thirty days’ written notice to the Union.

SIGNED ON BEHALF OF THE CORPORATION OF
THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 402-01:

Jacque Johnstone

Mike Guraliuk

Dated at White Rock, British Columbia, this 25th day of November 2016.

This is APPENDIX "II" referred to in Item 5(b) of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01
(hereinafter called "the Union")

HOURS OF WORK – BYLAW ENFORCEMENT STAFF

The Employer and the Union agree to implement a modified work week for Regular and Temporary Full-Time positions of Bylaw Enforcement Staff in accordance with the following provisions:

1. Hours of Work

- (a) Article 9.2 of the Collective Agreement shall not apply to employees covered by this Letter of Understanding.
- (b) The work schedule shall be based on an average of thirty-five (35) hours per week.
- (c) The normal daily hours of work shall be seven (7) consecutive hours, exclusive of a one (1) hour unpaid meal period, between the hours of 08:00 and 01:00.
- (d) Employees will work any five (5) consecutive days Monday to Sunday followed by two (2) consecutive days of rest.

2. Article 9.6 – Shift Premium

The same shift premium provisions will be extended to the classifications of Bylaw Enforcement Officer as are extended to other employees who receive a shift premium.

3. Cancellation

This Letter of Understanding may be cancelled at any time by the Employer upon thirty days' written notice to the Union.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

SIGNED ON BEHALF OF THE CORPORATION OF
THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 402-01:

Jacquie Johnstone

Mike Guraliuk

Dated at White Rock, British Columbia, this 25th day of November 2016.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

This is APPENDIX "III" referred to in Item 5(c) of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF WHITE ROCK
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01
(hereinafter called "the Union")

WATER UTILITY OUTSIDE EMPLOYEES

1. General

The Corporation of the City of White Rock (the "Employer") and the Canadian Union of Public Employees, Local 402-01 (the "Union") agree, that should the Employer opt to manage the City's water utility in-house, the Employer and the Union agree to implement terms and conditions specific to those employees hired to carry out the operational outside functions of the water utility. Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein.

2. Coverage

The Employer and the Union agree that the following provisions shall apply to employees who are classified as Water Utility Worker, Leadhand Operator- Distribution and Leadhand Operator- Water Treatment, or any other classifications created to carry out the operational outside functions of the Water Utility.

3. Hourly Rate of Pay

The following individuals will receive the hourly rate as noted below so long as they remain in their current position with the City. All negotiated Increases will continue to apply regardless:

Arturo Agustin	\$31.12
Dean Brown	\$31.12
Nono Tiburcio	\$31.12
John Foster	\$40.84
Simon Pither	\$40.84

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

4. Probation

The following individuals will have probation provisions as outlined in Article 5 of the Collective Agreement waived:

- Arturo Agustin
- Dean Brown
- Nono Tiburcio
- Simon Pither

Article 5 of the Collective Agreement will apply to John Foster and John Foster's date of hire of September 3, 2015 will be the hire date used for or the purpose of calculating the commencement of his six (6) month probationary period.

5. Standby Pay

- a) Employees who are required by the City to stand by for a call to work between the end of a normal day shift on a day of work in a normal work week as defined in 9.1 of the Collective Agreement, and the commencement of a normal day shift in the normal work week shall receive one (1) hour's pay at the employee's regular rate of pay for each day. This applies as well to General Holidays which normally would have been a normal work day.
- b) Employees who are required by the City to stand by for a call to work between the end of a normal day shift on the last day of work in a normal work week as defined in 9.1 of the Collective Agreement, and the commencement of a normal day shift on the first day of work in the normal work week (that is weekends) shall receive three (3) hour's pay at the employee's regular rate of pay in total.

6. Vacations

For the purpose of calculating paid annual vacation entitlements as outlined in Article 11.1 of the Collective Agreement, the following individuals' vacation entitlement will be established using the start year below to determine the number of calendar years of service:

Arturo Agustin	2008
Dean Brown	1988
Nono Tiburcio	1988
John Foster	2015
Simon Pither	1987

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

7. Sick Benefits

The following employees will be granted 9 working days credit of paid sick leave upon commencement with the Employer:

- Arturo Agustin
- Dean Brown
- Nono Tiburcio
- Simon Pither

Thereafter, Article 12.3 will apply.

8. Protective Clothing

Article 12.10 of the Collective Agreement shall include the classification as noted in Section 2 above.

9. Posting of Vacancies and New Positions

Posting requirements as outlined in Article 14 of the Collective Agreement shall be waived for the following employees upon initial hire with the Employer:

- Arturo Agustin
- Dean Brown
- Nono Tiburcio
- John Foster
- Simon Pither

10. Seniority and Layoff and Recall

For the purpose of Article 15(a) of the Collective Agreement, seniority calculation shall start upon commencement of service with the Employer for the following employees and are listed from the most senior to the least senior:

- Simon Pither
- Dean Brown
- Nono Tiburcio
- Agustin Aruto
- John Foster

For the purpose of Article 15(b) of the Collective Agreement, the classifications noted in Section 2 above will be part of the Engineering division as outline in Article 15.

2016 MEMORANDUM OF AGREEMENT
WHITE ROCK AND CUPE 402-01 (cont'd)

11. Letter of Understanding Amendment and Cancellation

This Letter of Understanding shall have immediate effect and shall hereafter remain in effect from year to year, and it is agreed that neither party shall seek to amend, cancel or otherwise void this provision of this Letter of Understanding by any means whatsoever until the conclusion of the collective agreement between the Union and Employer which commences January 1, 2016.

SIGNED ON BEHALF OF THE CORPORATION
OF THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 402-01:

“Dan Bottrill”

Dan Bottrill

“Mike Guraliuk”

Mike Guraliuk

“Jacquie Johnstone”

Jacquie Johnstone

“Richard Beaverstock”

Richard Beaverstock

Dated at White Rock, British Columbia, this 24th day of September 2015.