

2023

MEMORANDUM OF AGREEMENT

between the

BOWEN ISLAND MUNICIPALITY

and the

CUPE 1004

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE BOWEN ISLAND MUNICIPALITY (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE BOWEN ISLAND MUNICIPALITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION CUPE 1004 (hereinafter called “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2023 JANUARY 01 AND EXPIRING 2025 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2023 January 01 to 2025 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 Wage Increase(s)

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (c) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by three and one half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Inflationary Support and Recognition Payment

The Employer and the Union agree to a one-time inflationary support payment of three and one half percent (3.5%) of their 2022 regular base earnings (less applicable statutory deductions), for all City Employees who are employed as of the date of ratification.

In recognition of employees, the Employer and the Union agree to an additional one-time support payment of one percent (1.00%) of their 2022 regular base earnings (less applicable statutory deduction) for all City Employees who are employed as of the date of ratification.

5. Market Adjustment

On a without prejudice, precedent basis, not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to a market adjustment of one dollar and twenty five cents (\$1.25) per bargaining unit classification to be applied on a go forward basis.

6. Article 2 – Union Recognition, Clause 2.1 – Union Membership

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend sub-section 2.1 (b) to read as follows:

- “(b) The Employer agrees that it will, during the life of this Agreement, deduct from the pay of all employees covered by the bargaining unit, such dues and assessments as are authorized by regular and proper vote of the membership of the Union, and to transmit the total of the amount so deducted to the Secretary-Treasurer of the Union by the 10th day of the month following, along with a list of the employees in respect of whom such deductions have been made.

The Employer shall also provide the Union with a list of all special premiums, allowances and overtime monies that have been paid within the same duration.”

7. Article 5 – Rates of Pay, Classification and Premiums, Clause 5.5 Safety Boot Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5 – Rates of Pay, Classification and Premiums, Clause 5.5 Safety Boot Allowance to read as follows:

“Regular Full-Time Employees and Regular Part-Time Employees who are required to wear safety boots in accordance with WorkSafeBC regulations shall be reimbursed up to one hundred and fifty dollars (\$150.00) per year for work boots or up to three hundred dollars (\$300.00) every two (2) years, on proof of purchase.”

8. Article 5 – Rates of Pay, Classification and Premium, Clause 5.6 Dirty Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5 – Rates of Pay, Classification and Premiums, Clause 5.6 Dirty Pay to read as follows:

“A premium of one dollar and fifty cents (\$1.50) per hour shall be paid to employees for time spent in direct contact with live sewage.”

9. Article 7 – Overtime, Compensating Time Off, Standby and Callout, Clause 7.1 Standby

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Clause to Article 7 – Overtime, Compensating Time Off, Standby and Call Out, Clause 7.1(d) Standby to read as follows:

“(d) Notwithstanding Articles 7.3(a)-(c), any employee who is required by the Employer to stand by for a call to work shall not receive more than two hundred and seventy-five dollars (\$275.00) as compensation for standing by in any week as defined in Article 7.1(b)(1).”

10. Article 7 – Overtime, Compensating Time Off, Standby and Callout, Clause 7.5 Overtime Meal Allowance (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Clause to Article 7 – Overtime, Compensating Time Off, Standby and Call Out to read as follows:

“7.5 Overtime Meal Allowance (NEW)

- (a) An employee who is required to work a minimum of four (4) hours overtime before or after their scheduled hours of work shall be provided with a meal or shall be reimbursed in the amount of fifteen dollars (\$15.00).
- (b) This section shall not apply to an employee who is on travel status which entitles them to claim for lodging and/or meals.”

11. Article 8 – Benefits, Clause 8.1 Extended Group Health and Dental Plans

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend Article 8 – Benefits, Clause 8.1 Extended Group Health and Dental Plan to re Extended Health Care and Dental Plan (b)(4) and added (6) as follows:

“8.1 Group Extended Health Care and Dental Plan

- (a) Regular Full-Time Employees and Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty one (21) hours per week shall be entitled to coverage under the Extended Group Health and Dental Plans following three (3) months of continuous employment. Regular Full-Time Employees are required to participate in the plans unless they show proof of alternative coverage. Eligible Regular Part-Time Employees may choose to participate in the plans or receive a percentage in lieu as per Article 8.7. The Employer shall pay one hundred percent (100%) of the premiums.
- (b) The Extended Group Health Plan shall contain, among other benefits, coverage for the following, subject to the requirements of the plan:
 - (1) Vision Care: to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months;
 - (2) Eye Exams: one (1) eye exam every twenty-four (24) months;
 - (3) Hearing Aids: to a maximum of seven hundred dollars (\$700.00) every five (5) years;
 - (4) Paramedical Services:
 - (i) Dietician, podiatrist, speech therapist, acupuncturist, naturopath, osteopath: a maximum of three hundred dollars (\$300.00) per calendar year for each;
 - (ii) chiropractor, physiotherapist, massage therapist: a combined maximum of seven hundred and fifty dollars (\$750.00) per calendar year;
 - (iii) Psychologist, social worker and registered clinical councilor to a maximum of one thousand and two hundred dollars (\$1,200.00) per calendar year.
 - (5) Orthotics: a combined maximum of three hundred dollars (\$300.00) every twelve (12) months for custom-fitted orthopedic shoes and custom-made foot orthotics.

- (c) The Dental Plan shall contain coverage for the following, subject to the requirements of the plan:
 - (1) Basic Dental coverage: one hundred percent (100%) of the approved schedule of fees to a combined calendar year maximum of two thousand and five hundred dollars (\$2,500.00) with Major Dental Coverage.
 - (2) Major Dental Coverage: fifty percent (50%) of the approved schedule of fees to a combined calendar year maximum of two thousand and five hundred dollars (\$2,500.00) with Basic Dental Coverage.
 - (3) Orthodontic Coverage: fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000.00) for dependents from six (6) years of age to eighteen (18) years of age at the start of their treatment.”

12. Article 8 - Benefits, Clause 8.3 Sick Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 – Benefits, Clause 8.3 Sick Leave to read as follows:

- “(a) Regular Full-Time Employees and Temporary Full-Time Employees are eligible for up to five (5) consecutive days of paid sick leave when they are sick.
- (b) Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week are eligible for three (3) consecutive days of paid sick leave when they are sick.”

13. Article 8 Benefits, Clause 8.4 – Short-Term and Long-Term Disability Coverage

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8 - Benefits, Clause 8.4 Short Term and Long Term Disability Coverage to read as follows:

“Subject to group carrier approval, the Employer shall pay premiums for short-term and long-term disability insurance for Regular Full-Time Employees and Regular Part-Time Employees who occupy a position with a regular schedule of core hours each week equal to or greater than twenty-one (21) hours per week.”

14. Article 9 – Vacation, Clause 9.1 Annual Entitlement

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to move sub-section 9.1 to read as follows:

- “(a) Paid annual vacations for Regular Full-Time Employees and Regular Part-Time

Employees shall be provided as follows:

Calendar Year of Service	Vacation Entitlement
Years 1 to 5 Inclusive	Three (3) weeks (fifteen (15) working days) will be granted on the basis of one-twelfth (1/12th) of fifteen (15) working days for each month or portion of a month greater than one-half (½) worked by December 31 st .
Years 6 to 10 Inclusive	Four (4) weeks (twenty (20) working days)
Years 11 to 15 Inclusive	Five (5) weeks (twenty-five (25) working days)
Year 16	Five (5) weeks plus one (1) day (twenty-six (26) working days)
Year 17	Five (5) weeks plus two (2) days (twenty-seven (27) working days)
Year 18	Five (5) weeks plus three (3) days (twenty-eight (28) working days)
Year 19	Five (5) weeks plus four (4) days (twenty-nine (29) working days)
Year 20 +	Six (6) weeks (thirty (30) working days)

- (b) Vacation pay for Regular Part-Time Employees will be prorated, calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.
- (c) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (d) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.
- (e) Employees shall not accrue vacation for unpaid leaves of any kind, except for the following: employees receiving Employment Insurance Sickness Benefits, employees on maternity or parental leave, and employees on WorkSafeBC leaves of less than twelve (12) consecutive months. In all exceptions, vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation that is unpaid.
- (f) Unused vacation will be paid out in the first month after the calendar year end. A maximum of five (5) days may be carried forward to the next year, subject to approval by the Employer.
- (g) When employment ends for any reason, adjustment will be made for any overpayment of vacation and any unused vacation time will be paid out.
- (h) All requests for vacations shall be subject to the operational requirements of the Employer. Subject to these operational requirements, where two (2) or

more employees request the same or overlapping vacation dates, the requests will be granted in order of the employees' seniority. In order to exercise seniority rights for vacations that commence between January 1st and March 31st, vacation requests must be submitted by November 30th of the previous year. In order to exercise seniority rights for vacations that commence between April 1st and December 31st, vacation requests must be submitted by February 28th of that calendar year.

- (i) Upon hiring, an employee may be started at any level on the vacation schedule up to that which is commensurate with the employee's previous work experience, at the discretion of the Employer. New employees who receive recognition for service under this provision will not receive recognition in any other areas, such as but not limited to, seniority or length of service.
- (j) Employees who are not eligible for paid annual vacation shall be paid four percent (4%) of regular wages in lieu of vacation."

15. Article 10.1 – Statutory Holiday Entitlement

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend sub-section 10.1 to read as follows:

- "(a) Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees who have completed one (1) month of employment shall be entitled to a day off with pay for the following statutory holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

And any other day proclaimed or declared by the Federal, Provincial or Municipal Governments as a statutory holiday.

- (b) In the event a statutory holiday defined in paragraph (a) falls on a non-work day, the Employer shall designate either the preceding or following work day for employees to observe the statutory holiday."

16. Article 14 – Probation and Trial Periods, Clause 14.1 Probation Period

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14 – Probation and Trail Periods, Clause 14.1 Probation Period to read as follows:

“14.1 Probationary Period

- (a) All Regular Full-Time Employees shall serve a probationary period of six (6) months.
- (b) All Regular Part-Time Employees shall serve a probationary period of four hundred and twenty (420) hours worked or six (6) months, whichever comes first.”

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17. New Excluded Positions (Roads and Utilities Operations Managers)

While not to be included in the Collective Agreement, the Employer and the Union agree to meet within three (3) months of ratification of this Memorandum of Agreement, to discuss the above noted positions.

18. Housekeeping

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

- (a) Amend Schedule A to reflect two-step pay schedule and delete the last sentence under Schedule A;
- (b) Delete expired effective dates;
- (c) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

19. 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 a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

20. 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 sixty (60) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 10 day of September 2024 in the MUNICIPALITY OF BOWEN ISLAND.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“K. Watson”

“K. Stephens”

“P. Graham”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“P. Kaulfuss”

“M. Lupo”

“D. Curry”

“C. Gilroy”
