

2024

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394 (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2024 JANUARY 01 AND EXPIRING 2027 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2023 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2024 January 01 to 2027 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 2024 January 01, all hourly rates of pay that were in effect on 2023 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 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (c) Effective 2026 January 01, all hourly rates of pay that were in effect on 2025 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) Effective 2027 January 01, all hourly rates of pay that were in effect on 2026 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.
- (e) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Inflationary Support and Retention Payment

The Employer and the Union agree to a one-time retention payment of three and one-half percent (3.50%) of their 2023 regular base earnings (less applicable statutory deductions), for all Employees who are employed as of the date of ratification.

The Employer and the Union agree to a one-time inflationary support payment of one percent (1%) of their 2022 regular base earning (less applicable statutory deductions), for all Employees who are employed as of date of ratification.

Payment will be made as soon as possible following ratification.

5. Article 6 Compensating Time Off

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6 Compensating time off (c) to read as follows:

- “(c) All compensating time off credited during a particular calendar year, but which has not been granted to an employee by October 31st of the following year, shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.”

6. Article 10 First Aid Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 First Aid Premiums to read as follows:

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

	Full-Time Employees	Regular Part-Time & Auxiliary Employees
OFA Level II	\$250 per month	\$1.60 per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

A First Aid room will be provided and maintained at the Works Yard. A designated First Aid attendant will be available and paid the designated premium during all working hours.”

7. Article 11 Vacations

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11.1 Vacations (j) to read as follows:

“(j) Subject to Section 11.4, all vacation allowance earned during a calendar year must be taken prior to October 31st of the following year.”

8. Article 12 Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12 Public Holidays (a) and (a)(i) to read as follows:

(a) “Subject to the provisions of Clause 12(a)(i), below, all employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.

(i) An employee will be paid their posted rate for Public Holidays only if the employee works the work day prior to and the work day after such a holiday, provided the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence. In the event of an employee working in a higher rated position than the employee's regular position on the work day prior a Public Holiday, then the employee shall be paid at the higher rate of pay for said holiday.”

9. Article 12 Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new section to Article 12 Public Holidays (a)(ii) to read as follows:

- “(ii) Should the Provincial and Federal Government declare a statutory holiday for the same purpose but on different days, only one will be observed at Employers’ discretion.”

10. Article 13 Employee Benefit

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend 13.2 Extended Health Benefits and 13.3 Dental Plan as follows:

“13.2 Extended Health Benefits

...

The Employer shall pay one hundred percent (100%) of the premium.

...

- (ii) Eye exams maximum one hundred twenty five dollars (\$125) every two (2) years;

...

- (v) Registered Psychologist, Registered Clinical Counsellor or Registered Social Worker thirteen hundred dollars (\$1,300) per calendar year maximum for any one (1) or a combination of the practitioners;

...

- (viii) Physiotherapist/Chiropractor/Registered Massage Therapist and Acupuncturist sixteen hundred dollars (\$1,600) per calendar year maximum for any one (1) or a combination of the practitioners;

...

13.3 Dental Plan

...

- (d) Effective 2026 January 01, the Employer shall pay one hundred percent (100%) of the premium.”

11. Article 13.6 Sick Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new clause to 13.6 Sick Plan (d) to read as follows:

“Medical appointments may utilize accrued sick leave to ensure no loss of earnings for attendance at same, but wherever possible, the timing of such appointments are to be scheduled for an employee’s compressed day or at times outside of normal working hours. If such scheduling is not possible, medical appointments are to be scheduled for the end or beginning of the work day, where possible, to minimize loss of working hours.

Should an employee be required to attend a medical appointment during the course of the normal work day, employees must ensure their supervisor is aware of the time needed for travel to and from such appointment. As it is not appropriate in most cases for employees to schedule a medical appointment and then take the remainder of the day as sick leave, supervisors are to be made aware of the anticipated return to work time of such requests to better enable workforce scheduling and appropriate time -keeping.”

12. Article 14.7 (b) Shift Differential

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 14.7(b) Shift Differential to read as follows:

“(b) Shift Differential

Except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for each hour of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.

If more than fifty percent (50%) of an employee’s regular hours of work fall inside the period described in the preceding paragraph, the shift premium shall be paid for all regular hours in the shift. Shift premium shall not be paid in any circumstances other than as specified in the preceding paragraph.”

13. Article 14.8 Dirty Pay Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14.8 Dirty Pay Premium to read as follows:

Employees who are required to work in raw sewage, or who are contaminated by contact with animal feces in the course of their duties shall be paid one dollar and fifty cents (\$1.50) per hour extra for the time actually engaged in such work. The minimum time to be paid shall be one (1) hour.

If contaminated by animal feces, employees must advise their foreman or supervisor and will be required to clean themselves at the earliest operationally feasible opportunity. Resolution of disputes regarding entitlement to this premium shall be resolved at Labour-Management rather than through the grievance procedure.

Employees who are engaged in welding on galvanized material shall be paid one dollar and fifty cents (\$1.50) per hour extra for the time actually engaged in such work.

14. Article 18 Clothing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 18 Clothing (b) to read as follows:

“(b) Employees who are required to do work for the Employer that will entail the wearing of rubber boots shall be permitted to requisition such rubber boots from the Municipal Stores on the authority of the Foreman in charge of such employees.

The Employer will provide a maximum payment of three hundred dollars (\$300) per two (2) calendar year period to be applied towards the purchase of rain gear or CSA approved safety footwear by Regular Full-Time Employees upon the production of receipt.

15. Article 19 Tool Replacement for Mechanics

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 19 Tool Replacement for Mechanics to read as follows

Mechanics who are required to use their own tools shall be reimbursed up to four hundred dollars (\$400) per calendar year, non-accumulative, for the purchase of approved new tools that are required in the performance of their duties. The Employer shall provide fire and theft insurance for Mechanics' tools that are used in their work and are stored at the works yard in the amount of twenty thousand dollars (\$20,000) per Mechanic. The insurance will include a deductible of up to two hundred and fifty dollars (\$250.00) payable by the employee.

In any case where a Trades 2 Mechanic, Fleet Services Section, is required by the Employer to provide their own mechanics' hand tools to perform their work for the Employer. Such employee shall be paid a flat Tool Allowance in the amount of eighty-five dollars (\$85.00) bi-weekly.

16. New – Committee – Process Improvement

While not to be included in the Collective Agreement, within thirty (30) days of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a committee to discuss potential process improvements for training and promotional opportunities for employees. The committee will create a Terms of Reference outlining objectives, not including language changes to Clause 14.2 Promotional Policy. Every effort will be made to address the items identified in the Terms of Reference within 6 months of ratification. Timelines may be extended by mutual agreement of the parties.

This committee will include an even number from the Employer and the Union.

17. Letter of Agreement 6 – Conversion of Long-Term TFT Employees to RFT Status

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Letter of Agreement 6 clause 3 Breaking ties in seniority to read as follows:

“It is agreed that where multiple employees share the same seniority date as a result of multiple conversions occurring on the same date, these ties in seniority shall be broken for the purposes of layoff and recall provisions (Articles 14.5 and 14.6) by referencing will be based on service seniority date first, then the Employees Union seniority date and then by the lowest employee number.”

18. Training (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following new Article (to be determined) to read as follows:

“An employee who has consistently worked in an acting capacity for a minimum of 3 months prior to attending Employer approved training will continue to receive that rate of pay. Such training must occur during regular working hours.”

19. Letters of Understanding

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

- Renew Letter of Agreement #1 – Relief Assignments
- Renew Letter of Understanding #2 – Use of Auxiliary Workers
- Renew Letter of Agreement #3 – Temporary Full-Time Employee Procedures
- Renew Letter of Agreement #4 – Patrollers
- Renew Letter of Agreement #5 – Compressed Work Week
- Amend Letter of Agreement #6 – Conversion of Long-Term TFT Employees to RFT Status

20. Housekeeping

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

- (a) update the Collective Agreement, including classification titles, to include gender neutral language;
- (b) delete expired effective dates;
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

21. 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.

22. 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 this Memorandum of Agreement is signed.

DATED this 8th day of May, 2024 in the City of Richmond.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Laurie Bachynski”

“Mike Ching”

“Hardeep Bains”

“Todd Gross”

“Keith Miller”

“Suzanne Bycraft”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“Shane Galloway”

“Jason Weststrate”

“Shaun Howe”

“Murray Barstow”

“George Heinrich”

“Tom Cheuk”

“Colin Jochimski”
