

2012

FRAMEWORK FOR SETTLEMENT

between the

CITY OF PORT COQUITLAM  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498  
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2011 Collective Agreement continue except as specifically varied below by paragraphs 2 to 7, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

(a) Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by the one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments resulting from the wage adjustment set out in (a) shall be processed as soon as possible following the date of ratification of a Memorandum of Agreement.

4. **Article 8 – Grievance Procedure**

The Employer and the Union agree to create a sub-committee to review the grievance process which would include identifying opportunities to resolve grievances in a more timely manner and mandate conversations between the Union and the Employer before any grievances are filed. Any mutually agreed to changes would be captured in a Letter of Understanding and subsequently incorporated into the next Collective Agreement. The terms of reference for the committee will require the committee to conclude its work by 2014 March 31.

5. **Article 13.1 – General Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that “Family Day” will be added as a general holiday to Article 13.1, and a note will be added to Article 13.1.

6. **Article 18.9 – Kilometer and Insurance Reimbursement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to replace the first paragraph of Article 19.1 with the following:

“Employees required to use their own vehicles for the Employer’s business shall be reimbursed at the maximum rate established by the Canada Revenue Agency.”

7. **Housekeeping**

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

- (a) Article 3 - amend the following position titles to match the current title of the positions by changing:

- “Manager of By-Law and Licensing Services” to “Manager of By-law Services”;
- “Manager of Financial Planning and Payroll” to “Manager of Financial Services”; and
- “Manager of Transportation” to “Manager, Traffic and Transportation”.

and adding the following position titles:

- Emergency Preparedness Officer;
  - Assistant Payroll Manager
  - Human Resources Administrative Support
  - Manager of Facility Services
  - Manager of Accounting Services
  - Deputy Director of Engineering & Operations
  - Assistant Manager of By-Law Services.
- (b) Article 12.2, Schedule (b) - remove the reference to “janitor” from the second paragraph 12.2(b).
- (c) Article 12.3(b) – Maintenance Section – Full-Time – Exception – amend by adding the position of “Facility Service Worker“ to the second and third paragraphs of 12.3(b), paragraphs 2 and 3.
- (d) Article 12.3(e) – move the words “part-time” from behind the words “Arena Maintenance Worker and Pool Maintenance Worker” and insert those words in front of those two job titles.
- (e) Article 12.3(e) – amend to include reference to the “Part-Time Facility Worker”.
- (f) Article 12.6(b) - Authorization and Assignment - change the word “same” to the word “it”.
- (g) Article 18.9 - ensure the spelling of kilometre is consistent throughout the Article.
- (h) Schedule “B” – add the position of “Project Implementation Specialist”.
- (i) Delete the following from the “Letter of Understanding – Filling By-Law Enforcement Officer Vacancies”:
- the first paragraph and the last two paragraphs 1, 3 and 4 under the By-Law Enforcement Officer section;
  - the second paragraph under the By-Law Enforcement Officer section.
- (j) Delete the Letter of Understanding - Job Share Arrangement.
- (k) Delete the Letter of Understanding - Operations Division of the Engineering and Operations Department Restructure.

- (l) Delete the Memorandum of Agreement Parks and Services Division Structure. While not to be included in the Collective Agreement the parties agree that the deletion of this document is occurring because all of the commitments in letter have been undertaken and concluded and the deletion of this letter this does not change the administrative overtime that is payable to the Parks Coordinator position.
- (m) Delete the Memorandum of Agreement Parks and Services Restructure.
- (n) Exchange and review any Letters of Understanding, Memoranda of Agreement, etc. that either party is aware of to determine whether they are active Letters of Understanding, Memoranda of Agreement, etc. The parties will also discuss whether the active Letters of Understanding, Memoranda of Agreement, etc. should be attached to the Collective Agreement. Only those Letters of Understanding, Memoranda of Agreement, etc. that both parties agree to attach to the Collective Agreement will be attached.

8. **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.

9. **Printing of the Collective Agreement**

While not to be included in the Collective Agreement, the Employer and Union agree that once the Collective Agreement arising from this round of bargaining has been finalized the Collective Agreement will be printed by the Employer.

10. **Ratification**

The parties expressly agree that, upon the signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals. The Union will have its principals vote on the Memorandum of Agreement first. Once the Union's principals have voted in favour of ratifying the Memorandum of Agreement the Union will

advise the Employer of that fact and the Employer will then have its principals vote on the Memorandum of Agreement. The Union agrees that it will ensure that its principals vote on this Memorandum of Agreement not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

DATED the 29<sup>th</sup> day of May, 2013 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE CITY:

“Rhonda L. Bender”

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“John Leeburn”

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“Gord Voncina”

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“Andrew Wood”

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“Steve Travis”

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“Barry Becker”

“Kulwinder Sall”

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE UNION:

“Brian Savage”

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“Les Nerdahl”

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“Bob Smejkl”

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“M. Haritonis”

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“John Leonard”

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