

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND
(hereinafter called the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394
(hereinafter called the "Union")

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 THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter 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 "2012-2015 Collective Agreement") shall apply except as specifically varied below.

2. **Article 1 – Term of Agreement**

The Employer and the Union agree that the term of the new Collective Agreement shall be for four (4) years, commencing 2016 January 01 and expiring 2019 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **General Increases**

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

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

- (b) Effective 2017 January 01, all hourly rates of pay that were in effect on 2016 December 31 shall be increased by one and a 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 that 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 that 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.

4. **Trades 2 Adjustment**

There shall be an adjustment in wages for all Trades 2 employees of one dollar (\$1.00) per hour. This adjustment shall be retroactive to January 1, 2016.

5. **Letter of Agreement – Conversion of Long-Term TFT Employees to RFT Status**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the Letter of Agreement titled “Conversion of Long-Term TFT Employees to RFT Status” and which is attached to this Memorandum of Agreement as Appendix II, to the Collective Agreement as Letter of Agreement #7.

6. **Clause 13 – Employee Benefits**

- (a) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 13.2 to read as follows:

“Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service. The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000) per person. The annual deductible is seventy-five dollars (\$75) per person or family each calendar year. In any calendar year the eligible expenses do not exceed the deductible, eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next year.

In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates “no substitutions” on the prescription. Prescriptions are subject to reasonable and customary dispensing fee cap of ten (10) dollars per prescription, and a maximum drug markup of fifteen (15) percent.

The Employer shall pay eight-five percent (85%) of the premium and the employees shall pay fifteen percent (15%). The employees' contributions shall be made by payroll deduction.

The provision of the benefits shall be subject to the requirements of the Plan. The Plan is subject to the conditions related to the preferred provider program and shall contain, among other benefits, coverage for the following to the identified maximums per person covered by the Plan and subject to Plan limitations:

- (i) Vision care (with a maximum claim of six hundred dollars (\$600) every two (2) calendar years or six hundred dollars (\$600)/continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter);
 - (ii) Eye exams (maximum one hundred dollars (\$100) every two (2) years);
 - (iii) Laser eye surgery (seven hundred and fifty dollars (\$750) per person lifetime maximum);
 - (iv) Hearing aids and repairs (seven hundred dollars (\$700) every five (5) years);
 - (v) Clinical psychologist (one thousand dollars (\$1,000) each year);
 - (vi) Registered dietician (five hundred dollars (\$500) per year maximum);
 - (vii) Smoking cessation (three hundred and fifty dollars (\$350) per person lifetime maximum);
 - (viii) Physiotherapist/Chiropractor/Registered Massage Therapist (one thousand five hundred dollars (\$1,500) calendar year maximum for any one (1) or a combination of the practitioners); and
 - (ix) Required medical aids and supplies such as diabetic and ostomy supplies.”
- (b) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend paragraph (c) of Clause 13.3 to read as follows:
- “(c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of six thousand dollars (\$6,000) for dependent children as defined by the Plan; this coverage shall be extended to adults covered under the Plan.”

- (c) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to insert a new paragraph following the third paragraph of Clause 13.7 to read as follows:

“13.7 Gratuity Pay

- (a) It is further agreed and understood that such employees shall be credited with gratuity pay of one (1) working day per quarter of the calendar year as follows:

January 1 to March 31

July 1 to September 30

April 1 to June 30

October 1 to December 31

In addition, an employee shall be entitled to an additional gratuity credit equivalent to one (1) working day per calendar year if the employee is not absent on sick leave at all during the applicable calendar year. Therefore, an employee may earn a maximum number of gratuity day credits equivalent to five (5) working days in a calendar year.

In the event that any employee is absent on sick leave in the quarterly period as designated above, the gratuity pay for that quarterly period will be reduced accordingly for each hour of sick leave taken to the maximum of the one day of gratuity pay for that quarter. In addition to this reduction, the employee will not be eligible for the additional gratuity day available to employees who use no sick leave at all during a calendar year.

Each employee may exercise their option of having all accrued gratuity pay earned in the preceding year paid out no later than the fourth pay period of the following calendar year.

The total gratuity pay to an employee's credit shall be paid the employee on their leaving the service of the Employer. It is further provided that if an employee be discharged from the service of the Employer for any of the following causes:

- i) Being found while employed under the influence of alcohol or a drug not prescribed by a physician and if they have refused to obtain proper medical attention for their condition;
- ii) Being found while employed in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has been, or is about to be, consumed by such employee during the

hours of their employment and if they have refused to obtain proper medical attention for their condition;

- iii) Theft or conversion of Employer property;
- iv) Willful damage to Employer property;

the said employee shall not necessarily receive all or any accumulated gratuities.

- (b) Employees shall not be entitled to payment as provided above if they resign or leave the service of the Employer within two (2) years of the date of the commencement of their employment.
 - (c) Employees hired prior to <DATE OF RATIFICATION> will have their gratuity banks frozen as of that date. Gratuity credits for such employees which were earned prior to <DATE OF RATIFICATION> may be used as set out in (a) above. In addition, the employee may request to have accrued gratuity credits taken as paid gratuity leave. Employees making such requests for paid gratuity leave must provide a minimum of ten (10) working days' notice of the date of the requested leave and the leave request is subject to approval by the employee's supervisor.
 - (d) Effective <DATE OF RATIFICATION>, all employees may request to schedule gratuity credits earned pursuant to (a) above as paid gratuity leave. All such requests are subject to approval by the employee's supervisor. Any gratuity credits earned in a calendar year which are not scheduled as paid gratuity leave prior to March 31st of the year following the year in which they are earned will be paid out during the first pay period following March 31st in the year following the year in which the gratuity credit was earned.
 - (e) The Employer will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31st and such statement shall be in writing and given to the employee not later than the last day of the month of February of the succeeding calendar year."
- (d) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Clause 13.10 to read as follows:

"The City will maintain benefit coverage available under Clauses 13.1 (Medical Services Plan) and 13.2 (Extended Health Benefits) for those employees retiring on Municipal Pension until the end of the calendar month which follows the

calendar month of the employee's date of retirement. This benefit coverage will only be maintained if the employee pays his or her share of the applicable benefit premium."

7. **Clause 16.3 – Jury and Witness Fees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 16.3 to read as follows:

"Any employee called for Jury Duty or as a witness on behalf of the Crown will be allowed time-off during the period of such duty up to and including twenty (20) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Human Resources Director. In special circumstances, the Employer may extend payment on the above basis beyond the time limit imposed above."

8. **Clause 18 – Clothing**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the second paragraph of Clause 18(b) to read as follows:

"The Employer will provide a maximum payment of one hundred twenty-five dollars (\$125.00) per two-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 a receipt."

9. **Clause 19 – Tool Reimbursement for Mechanics**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Clause 19 to read as follows:

"Mechanics who are required to use their own tools shall be reimbursed up to two hundred dollars (\$200.00) 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 (\$20,000.00) per Mechanic. The insurance will include a deductible of up to \$250.00 payable by the employee."

10. **Letters of Agreement**

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

- (a) Renew Letters of Agreement #1 (Relief Assignments), #2 (Use of Auxiliary Workers), #4 (Patrollers), and #5 (Compressed Work Week);

- (b) Delete Letter of Agreement #6 (Benefits Reciprocity Between Unions) and incorporate it into the collective agreement as a new Clause 13.10 to read as follows:

“The purpose of this Clause 13.10 is to provide a clear understanding of the status of seniority, length of service and benefits eligibility should an employee from one Union jurisdiction move to another Union jurisdiction while continuing to maintain employee status with the City of Richmond.

An employee moving voluntarily from one Union jurisdiction to another, whose service with the City has qualified them for benefit eligibility, will retain their membership, accumulated banks and eligibility in the following plans and Collective Agreement clauses of the receiving Union jurisdiction:

- | | |
|---|---------------------------------|
| 1. Medical Services Plan | 6. Municipal Pension Plan |
| 2. Extended Health Benefit Plan | (Superannuation) |
| 3. Dental Plan | 7. Vacation Entitlement |
| 4. Group Life Insurance Plan | 8. Sick Leave Benefit Plan |
| 5. Accidental Death and
Dismemberment Plan | 9. Family Leave (if applicable) |
| | 10. Gratuity Pay |
| | 11. Bereavement Leave |

If the employee has not achieved benefit eligibility status at the time of the movement from one Union jurisdiction to another, the employee must re-qualify for benefit eligibility by completing, from the date of transfer, the requisite period of continuous service as documented by the collective agreement of the receiving Union jurisdiction.

In all cases of employee jurisdictional transfers between Unions, the employee will be required to establish a new seniority date in accordance with the Collective Agreement of the receiving Union jurisdiction, with such seniority date not preceding the effective date of transfer. Seniority is an earned date within a singular union jurisdiction and is not transferable.

Length of service is service with the City of Richmond for the purpose of calculating vacation entitlement only. CUPE 718 Collective Agreement Article 15.4 “Promotional Policy” and Article 15.6 “Rights of Employees Promoted Out of the Bargaining Unit” shall not apply to this Clause 13.10. CUPE 394 Collective Agreement Article 14.2 “Promotional Policy” and Article 14.3 “Rights of Employees Promoted Out of the Bargaining Unit” shall not apply to this Clause 13.10.”;

- (c) Delete Letter of Agreement #7 (Long Term Disability Committee);
- (d) Amend Section 1(i) of Letter of Agreement #3 to read as follows:

“(i) Temporary Full-time (TFT) Labourers shall be hired in the classification of Labourer 1 and provided with an anticipated end date to their employment term. Work will cease as determined by each Operating Section (Current Operating Sections include: Environmental Programs, Fleet, Parks, Roads & Construction, Sewage & Drainage, Water, and Work Control Centre) and a reduction of the TFT’s is to be accomplished within each Operating Section by roughly following the “last in, first out” rule within the Operating Section’s service list.”

The parties agree to re-sign Letter of Agreement #3.

- (e) Amend Letter of Agreement #6 (Promotional Policy) to read as is set out in Appendix I of this Memorandum of Agreement.
- (f) Update the listing of the Letters of Agreement preceding Letter of Agreement #1 to reflect the amendments in Item 10 of this Memorandum of Agreement.

11. **Grievance Withdrawals**

Effective the date of ratification of the Memorandum of Agreement, the Union will withdraw the following grievances on a without prejudice basis:

- (a) Grievance 2014-394-003 (Denied Union Leave); and
- (b) Grievance 2014-394-004 (Policy denied Union Leave)

12. **Sick Leave and Disability Benefits Committee**

While not to be included in the Collective Agreement and as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union will establish a Sick Leave and Disability Benefits Committee of up to three (3) representatives each to discuss the current program of disability coverage and investigate all options to provide sick leave and disability benefits to members of the Union.

The committee shall meet at least once every three (3) months between the date of ratification and August 1, 2019. It is agreed that each party may bring any experts or consultants to the committee meetings whom they deem necessary.

It is understood that any agreed upon changes to the Collective Agreement proposed by this committee outside of the collective bargaining process must first be ratified by both parties.

13. **Housekeeping**

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

- (a) during the drafting of the new collective agreement and by mutual agreement only, amend any references to “Department” or “Division” or “GM Human Resources” that do not accurately reflect the City’s current organizational structure; and
- (b) any other housekeeping amendments mutually agreed to during the drafting of the new collective agreement.

14. **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.

15. **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 the Memorandum of Agreement is signed.

DATED this 20th day of July, 2017 in the City of Richmond

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CITY OF RICHMOND:

“Jim Tait”

“Karina Lapalme”

“Bill Duvall”

“Jacquie Griffiths”

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CUPE LOCAL 394:

“Steven Mulgrew”

“Tom Knowels”

“Rob Williams”

“Colin Jochimski”

This is Appendix I referenced in Item 10(e).

Letter of Agreement #6

City of Richmond and CUPE Local 394

Promotional Policy

It is agreed by the parties that length of service continues to be the determining factor in selection decisions for positions at all levels with CUPE 394 membership when two or more employees have the knowledge, ability and skills required for the position. It is also recognized by the parties, however, that the employer must establish the job and selection requirements for all positions and determine the threshold at which employees are determined 'capable'. The City uses a variety of assessment processes or tools to assess the candidates' knowledge, ability and skills related to the position - which may include, but is not limited to, interviews, written or practical tests and examinations, education, certification, training verification, on-the-job performance indicators, attendance, and reference checks, and will provide a minimum of five (5) business days' notice to CUPE 394 and the applicable applicant(s) regarding: (1) the weighting of applicable assessment considerations used in the selection process; and (2) the date of the assessment.

Part A

It is agreed that the positions identified in this Letter below play a critical role in the successful operations of all areas in the Works Yard. These employees must model, mentor and lead subordinate employees in a manner that meets the changing technological, business, and productivity needs of the Employer and that this can and should be enhanced by elevating the assessment and qualification threshold for candidates being selected for these key supervisory positions – while ensuring such requirements continue to be directly related to the requirements of the position. In so doing, the existing Article 14. 2 (a) will be applied but with a more rigorous, enhanced selection process, selection shall continue to be made at the discretion of the General Manager or delegate and the employee shall continue to retain the right of appeal under the Grievance Procedure contained in this Agreement.

The responsibilities and deliverables expected of Supervisor 4 and 5 are such that the Employer is prepared to adjust the hourly pay rate for these supervisors to justify the more rigorous qualification threshold and deliverables expectations.

The hourly rate of pay for these two supervisory levels will be increased by the following amounts at Step 3 of the pay band while maintaining the percentage differential between steps 1, 2 and 3.

Effective January 1, 2012

Supervisor Level 4 and 5.....\$ 1.00 per hour flat rate

Effective January 1, 2013

Supervisor Level 4 and 5.....\$ 0.50 per hour flat rate

These adjustments will be added on to the general wage calculation for the 2012 and 2013 calendar years. Wage rates for 2014 and beyond will calculate the annual percentage wage rate as per the wage rate established in 2013 following the addition of these adjustments.

Part B (Effective January 1, 2016)

It is agreed by the parties that length of service continues be the determining factor in selection decisions for positions at all levels with CUPE 394 membership when two or more employees have the knowledge, ability and skills required for the position. It is also recognized by the parties, however, that the employer must establish the job and selection requirements for all positions and determine the threshold at which employees are determined 'capable'. The City uses a variety of assessment processes or tools to assess the candidates' knowledge, ability and skills related to the position - which may include, but is not limited to, interviews, written or practical tests and examinations, education, certification, training verification, on-the-job performance indicators, attendance, and reference checks.

It is agreed that the following Supervisory positions play a critical role in the successful operations of all areas in the Works Yard:

- Supervisor 2;
- Supervisor 3;
- Salvage Coordinator;
- Trades Coordinator;
- Work Control Technician [exception – receives one dollar (\$1.00) flat rate adjustment];
- Inventory Planner (Supervisor 3);
- Supervisor 3 – Stores (Supervisor 3)

These employees must model, mentor and lead subordinate employees in a manner that meets the changing technological, business, and productivity needs of the Employer and that this can and should be enhanced by elevating the assessment and qualification threshold for candidates being selected for these key supervisory positions – while ensuring such requirements continue to be directly related to the requirements of the position. In so doing, the existing Article 14.2(a) will be applied but with a more rigorous, enhanced selection process, selection shall continue to be made at the discretion of the General Manager or delegate and the employee shall continue to retain the right of appeal under the Grievance Procedure contained in this Agreement.

The responsibilities and deliverables expected of employees in the classifications referenced above are such that the Employer is prepared to adjust the hourly pay rate for these supervisors to justify the more rigorous qualification threshold and deliverables expectations. The hourly rate of pay of each step in the pay range for these supervisory level classifications will be increased by the following amounts:

- Step 1 - \$0.50 per hour
- Step 2 - \$1.00 per hour

Step 3 – \$1.50 per hour
Part C

This Letter of Agreement will remain in effect for the term of this collective agreement and unlike other LOA's, cannot be terminated by either party serving notice during the term of the collective agreement.

Signed this 20th day of July, 2017.

FOR THE CITY OF RICHMOND:

“Jim Tait”

“Karina Lapalme”

FOR CUPE LOCAL 394:

“Steven Mulgrew”

“Tom Knowels”

“Rob Williams”

“Colin Jochimski”

This is Appendix II referenced in Item 5.

Letter of Agreement #7

City of Richmond and CUPE Local 394

Conversion of Long-Term TFT Employees to RFT Status

In response to the Chief Administrative Officer's desire to provide for enhancements to the job status of long-term Temporary Full-time employees, this Letter of Understanding sets out the processes and procedures agreed to by the City of Richmond and CUPE 394 for the conversion of eligible Temporary Full-time (TFT) employees to Regular Full-time (RFT) status and is effective retroactively to Jan. 1, 2008.

1. Eligibility

- a) To be eligible for conversion from Temporary Full-time (TFT) to Regular Full-Time (RFT) status, a Temporary Full-time (TFT) employee must have first completed six (6) continuous months of full-time TFT service followed by six (6) additional months of TFT service (which need not be continuous) without having a break in TFT service of more than six (6) months.
 - i. *TFT Service*, as referenced above, is defined as including time worked at straight-time rates (regular earnings), time taken off with earned credits used (e.g. paid vacation leave, paid sick leave, or banked time taken), any time off paid by WorkSafeBC, and up to two weeks of authorized unpaid leave. Service does not include time worked on overtime or callouts and does not include any unpaid leaves longer than two (2) weeks, whether authorized or unauthorized.
 - ii. Time worked as a supernumerary during an educational work placement (e.g. co-operative education work terms) will not be included as service for the purposes of determining eligibility for conversion from TFT to RFT status.
 - iii. The length of service for any employee who voluntarily ends their TFT employment with the City before completing their TFT assignment(s) to the projected end-date specified in their offer letter, or as otherwise agreed, will be reset to zero (0). Should the individual subsequently be re-employed by the City, only time after this re-employment will be eligible for consideration in determining eligibility for conversion from TFT to RFT status.

2. Application of Existing Collective Agreement Provisions, Schedules, and Letters of Agreement

a) 11.1 Vacations

Following conversion from TFT to RFT status, the collective agreement's vacation provisions for RFT employees shall apply, although where an employee is RFT for less than a full year, their vacation will be prorated as described in the collective agreement. Similarly, where an employee is laid off before the end of a calendar year, their vacation allocation will be prorated and if more vacation has been taken than the employee is entitled after the proration, the difference must be repaid.

The City and the Union agree that TFT employees will accumulate earned vacation credits in a bank from which they can draw upon the accumulated time for paid vacation leave, subject to the collective agreement and approval of the leave subject to departmental guidelines.

b) 13.3 Dental Plan

Employees converted from TFT to RFT status under these provisions will be eligible immediately for Dental benefits on the date of their status conversion as the six month waiting period required of RFT employees will be deemed to have been served during their TFT service.

c) 13.9 Superannuation

Eligibility for participation in the Pension Plan is governed by the Municipal Pension Act. With conversion from TFT to RFT, an employee may become eligible for participation in the plan at an earlier date than if they had remained with TFT status.

d) 14.9 Job Postings and 14.2 Promotional Policy

An employee converted to RFT status will be awarded an RFT position as a Labourer 1, as allowed by Article 14.9 (a). No other position may be awarded on an RFT basis without a competition for a posted position as required by this provision.

e) 14.4 Probationary Period

- i. Because TFT employees do not serve a probationary period, after conversion from TFT to RFT, an employee shall:
 - 1. be on probation until the completion of six (6) months of satisfactory service;
 - 2. be granted seniority upon completion of this probation period back to the date of conversion;

- ii. After conversion from TFT to RFT, an employee shall work for twelve (12) continuous months as an RFT employee before being reclassified from Labourer 1 to Labourer 2 as required by Article 14.4(d). It is recognized that although classified as Labourer 1 in these twelve (12) months, employees may be assigned to work in higher classifications during this period.

Where an RFT employee is laid off and subsequently recalled, their employment before and after their layoff will be recognized as continuous for the purpose of Article 14.4(d).

f) Schedule A: Rates of Pay

- i. There shall be no impact on an employee's rate of pay as a result of a conversion from TFT to RFT status under these provisions.
- ii. Where an employee is in a position with steps in the wage schedule, there shall be no impact on the employee's anniversary date for adjustments from one step to the next as the result of a conversion from TFT to RFT under these provisions and there shall be no change in step at the time of conversion.

3. Breaking Ties in Seniority

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 the first day of the six (6) continuous months described in 1(a) of this Letter of Agreement.

It is further agreed that for Regular Full-Time employees working in the classification of Labourer 1, work will cease as determined by each Operating Section (Current Operating Sections include: Environmental Programs, Fleet, Parks, Roads & Construction, Sewage & Drainage, Water, and Work Control Centre) and a reduction of the RFT Labourer 1s is to be accomplished within each Operating Section by roughly following the "last in, first out" rule within the Operating Section's service list.

4. Elimination of TFT 'Senior Pool'

It is agreed that the 'Temporary Full Time Employee Procedures' Letter of Agreement attached to the 2007-2011 Collective Agreement will be amended to remove the provisions for a 'Senior Pool'.

5. Settlement of Disputes

Disputes pertaining to this Letter of Agreement and employees affected by this Letter of Agreement will be dealt with by the Labour-Management Committee. Should the parties fail to resolve the dispute at the next scheduled Labour Management meeting, the Union may proceed with the grievance procedure.

This Letter of Agreement will be attached to and form part of the 2016-2019 collective agreement and may be amended or terminated at any time during this term with the agreement of both parties. Renewal of this Letter of Agreement will be an issue for discussion at collective bargaining.

Agreed this 20th day of July, 2017.

FOR THE CITY OF RICHMOND:

“Jim Tait”

“Karina Lapalme”

FOR CUPE LOCAL 394:

“Steven Mulgrew”

“Tom Knowels”

“Rob Williams”

“Colin Jochimski”
