

2024

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718 (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 Shift Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6 Shift Premiums to read as follows:

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

6. Article 7.1 Compensating Time Off

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.1 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 immediately 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. An employee may request in January that all or part of their Compensating Time Off be paid in cash by February.”

7. Article 11 First Aid Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11 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 Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

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

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

8. Article 12.1 Vacations

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.1 – Vacations (h) to read as follows:

“(h) All vacation allowance earned during a calendar year must be taken prior to October 31st of the following year.”

9. Article 13 Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13.1 to read as follows:

“Subject to Clause 13.1(e), all Regular Full-Time Employees and Temporary Full-Time 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.”

10. Article 13 Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new clause (k) to Article 13.1 to read as follows:

“(k) 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.”

11. Article 14 Employee Benefits

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend Article 14.2 Extended Health Benefits and 14.3 Dental as follows:

“14.2 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service, and such coverage is available on the first (1st) day of the month following the date of Regular Full-time employment. 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 of 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;

...

- (xi) Required medical aids and supplies such as diabetic and ostomy supplies, within existing plan limits.

14.3 Dental Plan

...

- (d) Effective 2026 January 01, the premiums for the Dental Plan will be paid one hundred percent (100%) by the Employer.”

12. Article 14.7 Gratuity Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14.7 Gratuity Pay (d) to read as follows:

- “(d) 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 October 31st of the year following

the year in which they are earned will be paid out during the first pay period following October 31st in the year following the year in which the gratuity credit was earned.”

13. Article 15.4 Promotional Policy

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 15.4 Promotional Policy (b) to read as follows:

- “(b) Where the Employer promotes any employee, and makes any changes affecting salary, the following shall apply:
- (i) The minimum salary increase shall be at the next Step that provides a minimum of a four percent (4.00%) increase. If four percent (4.00%) exceeds Step 4 of the new pay band, the employee will be placed at Step 4.
 - (ii) An employee already experienced with the Employer in the reclassification shall receive the pay step according to their experience, subject to negotiations between the Union and the Employer.
 - (iii) The Anniversary date for the purpose of annual increments, shall be twelve (12) months from the date of employment, promotion, or date of reclassification with the exception of those positions who receive semi-annual increments.”

14. Article 16 Protective Clothing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new clause to Article 16 Protective Clothing to read as follows:

“16.3 Safety Footwear

Regular Full-Time and Regular Part-Time Employees, who are required to wear safety footwear in accordance with WorkSafeBC regulations and CSA approved, will be reimbursed to a maximum of one hundred dollars (\$100) every twenty-four (24) months upon providing a receipt.”

15. Market Analysis

For the purposes of establishing an appropriate market wage rate adjustment for the auxiliary roles listed below, within six (6) months of ratification of this Memorandum of Agreement, the Employer will submit a request to Metro Vancouver to conduct an external market wage rate analysis amongst regional municipalities. If there are any concerns with the outcome of the analysis, the parties will discuss at Labour Management. Failing resolution, the Union may refer the matter through Article 17 of the collective agreement.

Recreation Customer Service Attendant
Head Recreation Customer Service Attendant
Junior Instructor/Lifeguard
Aquatic Attendant
Swimming Instructor
Fitness Attendant
Personal Trainer
Group Personal Trainer
Group Fitness Instructor
Specialty Group Fitness Instructor
Yoga and Pilates Specialty Instructor

Wage rate adjustments will be retroactive to January 1st, 2024. Should the wage rate analysis result in a lower hourly wage, individuals will be red circled.

16. Schedule “B” Regular Part-Time and Auxiliary Employees

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule “B” Regular Part-Time and Auxiliary Employees, Clause 1 Auxiliary Seniority Pool (c) to read as follows:

- “(c) An Auxiliary Employee’s seniority will be lost as a result of a break in service with the Employer which exceeds twelve calendar months. In-service hours are not considered as hours worked for purpose of seniority calculation. A break in service is defined as no hours physically worked within twelve (12) calendar months.”

17. Schedule “F” Auxiliary Instructor/Lifeguard Priority Scheduling

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule “F” to read as follows:

“Auxiliary Instructor/Lifeguard Priority Scheduling

1. The scheduling of Instructor/Lifeguards falls into six scheduling periods: four longer seasonal periods (winter, spring, summer and fall) and two shorter periods matching the Richmond School District’s spring and winter school breaks. Scheduling at the outset of each period is based on operational needs and shifts for each period are assigned for all aquatic facilities at the same time in the following order:
 - (a) Regular Part-time Instructor/Lifeguards requesting additional hours will be assigned shifts before any Auxiliary Instructor/Lifeguards.

- (b) Auxiliary Instructor/Lifeguards on the Priority Scheduling List will be assigned shifts in decreasing order of their placement on the list in accordance with the qualifications required for the shifts and the employee's availability.
- (c) Other Auxiliary Instructor/Lifeguards shall be assigned any remaining shifts.

Once the shift assignments are concluded for the scheduling period, the Priority Scheduling List does not apply to staffing changes required for the remainder of the scheduling period.

2. In order to be scheduled for shifts, Instructor/Lifeguards must have their current award status on file for all required certifications and have completed the most recent in-service training (unless the absence was approved by the Manager), and have submitted their availability. Availability must be submitted for at least one of the four longer seasonal periods per year.
3. For the purposes of assigning shifts to Instructor/Lifeguards, in addition to operational needs and the requirements outlined in 2, above, Supervisors will consider Instructor/Lifeguard qualifications to identify eligibility for individual shifts, including previous experience with a particular group (children, seniors, etc.) or set of instructional classes, rentals, special events, specific gender needs, specific training needs, Junior Instructor/Lifeguard ratio, and like considerations. Shifts will only be assigned to those possessing the required qualifications.
4. An "Auxiliary Instructor/Lifeguard Priority Scheduling List" will be created four times per year, to correspond with the larger seasonal scheduling periods identified above. Separate lists will not be created for the two shorter scheduling periods.
 - (a) To be included initially on this list, 1,200 Instructor/Lifeguard hours must be worked in the twenty-four (24) calendar months prior to the creation of the priority scheduling list.
 - (b) Anyone who does not meet the following requirements will not remain on the List:
 - (i) Minimum Hours: 400 Instructor/Lifeguard hours must be worked in the prior twelve (12) months.
 - (ii) Minimum Availability: Submitted availability for two (2) of the four large scheduling periods in the prior twelve (12) months must include at least two days per week that match operational shift needs. Employees are not required to make themselves available for the two shorter scheduling periods. Employees on a Leave of Absence approved by the Employer are not required to make themselves available during the leave.

- (iii) No Excessive Cancellations: Employees with excessive unapproved leaves or cancellations in the prior scheduling period will first receive a warning and if excessive in another scheduling period they will be removed from the List.
 - (c) If removed from the Priority Scheduling List for any of the reasons above, work remains available as an Auxiliary Instructor/Lifeguard without priority scheduling. To be reinstated on the list, the eligibility requirements [set out in 4(b)(i) above] must again be satisfied.
5. All disputes regarding Schedule F, will be first dealt with by a meeting of the Manager with a Union Steward or Officer and a Manager, Human Resources (or designate). Failure to resolve the issue within a timeframe as mutually agreed by the Parties for the issue in question may result in initiation of the grievance procedure as outlined in the Collective Agreement.

18. Letters of Understanding (Renew)

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

- Letter of Agreement 1 – Hours of Work – Aquatics Reorganization
- Letter of Agreement 2 – Aquatic RPT's Having 8 Hours Between Occasional Shifts
- Letter of Agreement 3 – Discount on Registration Fees for Lifeguard Re-Certifications
- Letter of Agreement 4 – Educational Support Programs
- Letter of Agreement 5 – Hours of Work – Adjustment of Hours
- Letter of Agreement 6 – Use of Sick Leave for Medical Appointments

19. Letters of Understanding (Amend)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Letter of Understanding - Re: Former Employees of the Richmond Fitness and Wellness Association title to read as follows:

“Letter of Understanding 7 – Fitness workers”

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 Schedule A;
- (b) delete expired effective dates;
- (c) update the Collective Agreement, including classification titles, to include gender neutral language;
- (d) 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:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:
