

2022

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF SQUAMISH  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2269  
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2269 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three years, from 2022 January 01 to 2024 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. Wage Increases**

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

- (a) Effective 2022 January 01, all hourly rates of pay which were in effect on 2021 December 31 shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2023 January 01, all hourly rates of pay which were in effect on 2022 December 31 shall be increased by four and a half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay which were in effect on 2023 December 31 shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

**4. Inflationary Support Payment**

The Employer and the Union agree to a one-time inflationary support payment of four and one-half percent (4.5%) of the 2022 base hourly rate of pay (less applicable statutory deductions), for all employees who do not receive a Labour Market Adjustment as described in Section 5 of this Memorandum of Agreement, and who were employed as of January 1, 2022, and on the date of ratification. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**5. Labour Market Adjustment**

Effective the date of ratification, the Employer and the Union agree that hourly rates of pay that were in effect on 2023 January 01 shall be increased by the percentage indicated for employees in the following Classifications:

Chief Operator – Water or Wastewater Treatment Facility	4.0%
Chief Operator Water Distribution	4.0%
Chief Operator Collections	4.0%
Engineering Technician	2.0%
Senior Building Official	4.0%
Building Official	4.0%
Maintenance Mechanic	5.0%
Electrical Supervisor	6.5%
Fleet Supervisor	6.5%
Operations Supervisor	6.5%
Utility Operations Supervisor	6.5%
Utility Operator 2	4.0%



# SQUAMISH

HARDWIRED *for* ADVENTURE

Assistant Chief Operator Wastewater Treatment Facility	4.0%
Community Patrol Officer	4.0%
Bylaw Enforcement Officer	2.0%
Electrician	5.0%
Scada Electrician	5.0%
Recreation Facility Attendant 2	3.5%
Recreation Program Coordinator	3.5%

The new hourly rates shall be rounded to the nearest whole cent. These adjustments are not to be used as criteria for valuations of positions.

## 6. Article 2.01(c) – Temporary Employee

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 2.01(c) to read as follows:

**“Temporary Employee:** is a person employed full or part-time, on a temporary basis for a specific period of time or specific purpose of up to six (6) months duration. This period of time may be extended initially with the mutual agreement of the parties if it is known or expected that the duration will exceed six (6) months. Extensions may be obtained only by mutual consent in writing not less than ten (10) working days prior to the expiry of the temporary period. When a Temporary Employee is employed as a result of an employee taking a leave under Article 18.07 (Maternity and Parental Leave), a leave under Article 18.02(b) (Leave for Union Duties), or any other approved leave, the Temporary Employee may be employed in that temporary capacity for the duration of the leave. When the temporary appointment is at an end, the Employee is considered separated.”

## 7. Article 13.09 – Casual Employees – Hours

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 13.09(d).

(For reference Article 13.09(d) in the 2020-2021 Collective Agreement is as follows:

“A Casual Employee offered shifts(s) is required to inform the Employer that he will be entitled to be paid at overtime rates.”)

## 8. Article 13.15(e) – Call Out

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.15(e) to read as follows:

“Unexpected work at home



# SQUAMISH

HARDWIRED *for* ADVENTURE

A full-time Employee who is unexpectedly called at home outside of regular working hours, and is able to conduct the work from home, shall be paid a minimum of one-half (1/2) hour at overtime rates for the time spent.”

## 9. Article 15.03 – Work Boots

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15.03 to read as follows:

“Boot Allowance:

The Employer, on an annual basis, shall reimburse to a maximum of two hundred dollars (\$200) for one pair of steel toed and shanked footwear where safety footwear is a requirement under Workers Compensation Board Statutes.

In work areas deemed to be harsh, as determined by the management supervisor and approved, the Employer agrees to reimburse the cost of up to two (2) pairs of safety footwear each to a maximum of two hundred dollars (\$200).

In the Utilities work areas, the Employer agrees to provide one (1) pair of rubber safety boots every two (2) years.

All requests for re-imbusement must be accompanied by a valid receipt. In the event an Employee spends more than two hundred dollars (\$200) for steel toed and shanked footwear, the amount in excess of two hundred dollars (\$200) will be carried forward and will be reimbursed in the next year to a maximum of two hundred dollars (\$200). In no event will the Employer be required to reimburse an Employee more than two hundred dollars (\$200) annually for a boot allowance.”

## 10. Article 18.07 – Supplementary Employment Insurance Benefits

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 18.09 to read as follows:

“18.09 Supplementary Employment Insurance Benefits (SEIB) Plan

- a) The SEIB Plan applies to Regular Employees who have successfully completed probation.
- b) Birth parents who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- c) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.



# SQUAMISH

HARDWIRED *for* ADVENTURE

- d) The SEIB Plan is intended to supplement the Employment Insurance benefits received by qualifying employees, for temporary absence due to maternity leave.
- e) Benefits under this SEIB Plan shall only become payable upon presentation to the District of documentation showing that the employee is in receipt of Employment Insurance benefits or is serving the Employment Insurance waiting period.
- f) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and seventy-five percent (75%) of their gross weekly earnings for the first sixteen (16) weeks that the employee is in receipt of Employment Insurance maternity benefits, which includes the Employment Insurance waiting period.
- g) The Plan meets the requirements of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed ninety-five (95%) of the claimant's normal weekly earnings from employment, and an employee's accumulated leave credits will not be reduced.
- h) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.”

## 11. Article 21.02(b) – Regular Benefits

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 21.02(b) to read as follows:

- “b) Extended Health Benefits Plan – Plan covers
- 80% of eligible expenses until the first \$1,000 of benefits have been paid and 100% of the remainder, per calendar year;
  - \$1500 annual maximum combined Paramedical expenses (Chiropractor, Massage, and Physiotherapist)
  - \$300 annual maximum naturopath
  - \$400 annual maximum acupuncture
  - \$200 annual maximum podiatrist
  - \$100 annual maximum for speech therapist
  - Vision Care reimbursement of up to four hundred and fifty dollars (\$450.00) in any twenty-four (24) month period. Effective January 1, 2018 increase in coverage to include corrective vision procedures such as laser eye surgery to six hundred dollars (\$600) in any twenty-four (24) month period.
  - Plan provides emergency out of province medical coverage;



# SQUAMISH

HARDWIRED *for* ADVENTURE

- Employer pays 100% of premiums;
- Employer to provide Pharmanet Card for prescription medicine purchase;
- Participation is a condition of employment (if not covered elsewhere)."

## 12. Article 21.02(c) – Regular Benefits

- “c) Dental Insurance Plan - Plan covers
- 100% of Basic Dental Plan "A";
  - 80% of Dental Plan "B" (major restorative services);
  - 50% of Dental Plan "C" (orthodontic services) up to a maximum lifetime reimbursement of \$6,000 for all insured persons;
  - Employer pays 100% of premiums.
  - Participation is a condition of employment (if not covered elsewhere)."

## 13. Article 25.05(c) – Tools, Equipment and Vehicles (new)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to a new Article, 25.05(c), to read as follows:

“Maintenance Mechanics who are required to use their own tools shall receive an allowance of one hundred and fifty dollars (\$150.00) per calendar year, non-accumulative.”

## 14. Letter of Understanding #6 – Nine-day Fortnight

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Letter of Understanding #6 to read as follows:

### **“Nine-day Fortnight:**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269 AGREE TO THE FOLLOWING:

Subject to operational requirements the parties agree to a nine-day fortnight for all Regular Full-time Schedule “B” Employees. With a minimum of four (4) weeks’ notice the Employer can suspend the fortnight schedule for a period of time not to exceed thirty (30) days.

### Shifts

Employees will work a shift known as the "nine-day fortnight". Such Employees will work a schedule consisting of one of the following:



# SQUAMISH

HARDWIRED *for* ADVENTURE

- Two (2) week pattern of five (5) days on with two (2) consecutive days off in one week and four (4) days on with three (3) days (at least two (2) consecutive days) off in the other week; OR
- Two (2) week pattern of four (4) days on with three (3) days (at least two (2) consecutive days) off in one week and five (5) days on with two (2) consecutive days off in the other week.

## Week

For the purpose of this Letter of Understanding the Week is defined as being from Monday at 12:01 am until the following Sunday at 11:59 pm.

## Regular Hours of Work

Employees will work an average of seventy (70) hours every two (2) weeks scheduled within the window of hours of work described below.

Employees in the following departments shall work Monday to Friday between the hours of 7:00 am and 5:30 pm with either a one (1) or one-half (1/2) hour unpaid meal break; eight (8) hours being the maximum daily consecutive hours:

- Municipal Hall
- Operations (Schedule "B") (excepting employees in the Information Technology Department)

Employees in the following departments shall work Monday to Saturday between the hours of 7:00 am and 5:30 pm with either a one (1) or one-half (1/2) hour unpaid meal break; eight (8) hours being the maximum daily consecutive hours:

- RCMP Municipal Employees

## Recreation Services

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, shall be scheduled within a period of consecutive hours between 7:00 am and 10:30 pm.

## Victims Services

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, scheduled within a period of consecutive hours between 7:00 am and 9:00 pm.

## Information Technology

The daily hours plus either one (1) or one-half (1/2) hour unpaid meal break, scheduled within a period of consecutive daily hours between 7:00 am and 7:00 pm.

Employees in the above Departments may request to not work a nine-day fortnight schedule and to work instead according to the hours of work described in Article 13.03. Approval for such requests will be based on operational requirements and will not be unreasonably withheld.



# SQUAMISH

HARDWIRED *for* ADVENTURE

Either the Employee or the Employer may revert back to the nine-day fortnight schedule by providing not less than thirty (30) days' written notice."

## Shift Differential and Weekend Premium

Shift differential for all Employees on the nine-day fortnight schedule shall be paid for hours worked after 5:30 pm and before 7:00 am. A weekend premium of one dollar per hour (\$1.00/hr) for RCMP Municipal and Information Technology Employees on the nine-day fortnight schedule shall be paid for hours worked between 7:00 am and 5:30 pm on Saturday or Sunday.

## Overtime

For those Employees on the nine-day fortnight schedule, overtime will be paid for hours beyond those on the daily and week shift schedule.

## Meal Breaks

Length of meal breaks of either one half hour (1/2) or one (1) hour will be determined based on operational requirements and where possible will take into account an employee's preference.

## Public Holidays

Public Holidays will be calculated and paid on the basis of seven (7) hours.

## Vacation

Vacation entitlement shall be converted from days to hours. (Example: 105 hours for Schedule B employees with three weeks' vacation). Vacation will be taken on the basis of number of hours entitled for each day that the employee is absent from the workplace.

## Sick Leave

Regular Employees shall be entitled to a sick leave accumulation of eighty-four (84) hours per year (based on seven (7) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one thousand fifty (1050) hours. Sick leave shall be based on the actual number of hours absent from the workplace.

## Temporary Posted Position

Temporary Schedule B positions are eligible for a nine-day fortnight at the discretion of the Employer.

## Grandparenting Provision

Employees in the Information Technology department who are employed as of [date of ratification] shall continue to work Monday to Friday until [one year following date of ratification].

## Amendments

The parties agree that amendments to this memorandum may be made, by mutual agreement, based on the Evaluation criteria below.

## Evaluation





# SQUAMISH

HARDWIRED *for* ADVENTURE

The joint Labour Management committee will meet to undertake and complete an assessment within one year after ratification of the Collective Agreement as outlined by the criteria noted below:

The following criteria will be used for assessing the nine-day fortnight:

- 1) No adverse Effect on customer service
- 2) No adverse effect on operations
- 3) Consistent level of customer service throughout the term of the Letter of Understanding
- 4) No additional costs to the Employer

During the term of the Collective Agreement, the Committee may consider and propose alternative compressed work week schedules based on departmental operational and customer service requirements. Any proposed alternate schedule must follow the criteria already established as outlined above.

Amendments to the Letter of Understanding can be made with the mutual agreement of the parties.

## **15. Letter of Understanding – Changes to Regular Hours of Work for Watch Clerks (Wage Schedule “A”) – RCMP**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to a new Letter of Understanding #11 to read as follows:

“Regular Hours of Work for Watch Clerks

### Regular Hours of Work

The regular hours of work for Regular Full-Time Watch Clerks shall consist of the following:

- a) The work schedule will be based on an eight (8) day schedule with four (4) consecutive shifts on and four (4) consecutive days off.
- b) The four (4) consecutive shifts on will consist of two (2) twelve (12) hour day shifts from 6:00 am to 6:00 pm and two (2) eleven (11) hour night shifts from 6:00 pm to 5:00 am.
- c) Each eight (8) day rotation will therefore consist of forty-six (46) hours of work, cycling between a high of ninety-two (92) hours and a low of sixty-eight (68) hours bi-weekly, and will average forty (40) hours over the year to align with Wage Schedule “A” positions.
- d) The shifts shall include two (2) paid thirty (30) minute meal breaks. The Employee may be required to be on duty during the meal breaks, only if all other options have been exhausted.

### Overtime

Overtime shall be paid as follows:



# SQUAMISH

HARDWIRED *for* ADVENTURE

- a) Hours worked beyond an eleven (11) or twelve (12) hour shift shall be paid at double (2X) the Employee's regular rate.
- b) Employees called to work during their four (4) consecutive days off shall be paid at double (2X) their regular rate for the entirety of hours worked.

## Vacation

Vacation shall be converted to an hour-based entitlement bank using eight (8) hours for each day of entitlement (for example, one hundred and twenty (120) hours for employees with three (3) weeks of vacation) and will be taken on the basis of the number of hours for each day the Employee is absent from the workplace.

## Public Holidays

Public Holidays shall be converted to an hour-based entitlement bank using eight (8) hours for each day of entitlement (for example, one hundred and four (104) hours for Employees with thirteen (13) days of Public Holidays) and will be taken on the basis of the number of hours for each day the Employee is absent from the workplace. Days from this bank will be scheduled in the same manner as are days from the vacation bank. A maximum of eleven (11) hours may be carried over to augment the next year's Public Holiday bank.

## Sick Leave

Regular Full-Time Employees shall be entitled to sick leave accumulation of ninety-six (96) hours per year, based on eight (8) hours for each month of service, credited as an advance. Such sick leave shall accumulate to a maximum of one thousand and fifty (1050) hours. Sick leave usage shall be based on the number of hours absent from the workplace.

## Grant Wilson

Grant Wilson will not be laid off from his 0.20 FTE Prisoner Guard position as a result of this Letter of Understanding.

This Letter of Understanding may be terminated by either party with ninety (90) calendar days of notice, provided in writing. Should a notice to terminate be provided, a meeting shall be convened within ten (10) working days to identify and seek to resolve any issues outstanding, such that this Letter of Understanding may be preserved."

## **16. Letter of Understanding – Changes to Regular Hours of Work – CPO's**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 13.02(l) and to amend Article 13.02(f) to read as follows:

- "f) Bylaw and Animal Control Department



**SQUAMISH**

HARDWIRED *for* ADVENTURE

- (i) The regular hours of work for full-time By-law Enforcement Officers shall be eight (8) hours per day and forty (40) hours per week with two consecutive days of rest each week, Monday to Friday between the hours of 7:00 am and 8:00 pm and 7:00 am and 4:00 pm on Saturday and Sunday.
- (ii) The regular hours of work for full-time By-law Enforcement/Animal Control Officers shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days of rest each week. They shall work five (5) consecutive days between the hours of 6:00 am to 9:00 pm, Monday to Sunday. Each working day shall include a one-half (1/2) hour or a one (1) hour unpaid meal break, subject to the approval of the employee's manager."
- (iii) The regular hours of work for full-time Community Patrol Officers shall be eight (8) hours per day and forty (40) hours per week with two (2) consecutive days of rest each week. They shall work five (5) consecutive days, Monday to Sunday. From October 16 to April 30, they shall work between the hours of 8:00 am and 4:30 pm, and from May 1 to October 15, they shall work between the hours of 5:00 am and 12:00 am. Each working day shall include a one-half (1/2) hour or a one (1) hour unpaid meal break, subject to the approval of the employee's manager.

**17. Letter of Understanding – The Application of Article 13.07 – Changes to Regular Hours of Work, Public Works Winter Hours**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.02(a) to read as follows:

**“Regular Hours of Work**

- (i) The regular hours of work for Full-Time Employees in classifications in Schedule “A” shall be eight (8) hours per day and forty (40) hours per week. Except as set out in Article 13.02(a)(ii), these Employees shall work Monday to Friday between the hours of 8:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.
- (ii) Full-time Public Works Employees shall work Monday to Friday between the hours of 7:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.”

**18. Letters of Understanding – Changes to Regular Hours of Work – Utilities, and Changes to Regular Hours of Work – Public Works Supervisors**

The parties agree that they will not terminate the following Letters of Understanding until the renewal of the 2022-2024 Collective Agreement between the parties:

- Changes to Regular Hours of Work – Utilities, dated April 29, 2021



# SQUAMISH

HARDWIRED *for* ADVENTURE

- Changes to Regular Hours of Work – Public Works Supervisors, dated June 21, 2021

## 19. Housekeeping

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

(a) Amend Article 2.01(q) to read as follows:

**“Letter of Expectation:** is a written letter provided to an Employee outlining specific job behavior expectations. A Letter of Expectation is not an Adverse Report.”

(b) Amend Article 3.03 by replacing the word “which” with the word “that.”

(c) Amend Article 9.09(c) by replacing the words “this Article” with the words “Article 9.10.”

(d) Amend the second to last line of Article 10.05 by replacing the words “the vacancy” with the words “a vacancy.”

(e) Amend Article 11.01(a) to read as follows:

“When a vacancy occurs or a new position is created for a regular position that the Employer has decided to fill, it shall be posted on all bulletin boards for five (5) working days and filled within forty (40) working days of the posting closing. Positions may be advertised externally only after the Employer has determined an internal applicant is not the successful applicant. Where the Employer decides not to fill a vacant position, the Employer will provide an explanation to the Union if so requested.”

(f) Amend Article 11.09(2)(a)(ii) by replacing “2.2” with “two and one-half (2½).”



# SQUAMISH

HARDWIRED *for* ADVENTURE

(g) Amend the Article 13.03(e) to read as follows:

“e) Operations Steno/Clerk IV and Clerk III

Whereas the parties acknowledge that the current language of Article 13.03 a) provides for Hours of Work for Schedule B Employees from 8:30 am to 4:30 pm and that the Operations Department Steno/Clerk IV and Secretary are included among Schedule B Employees, the parties agree as follows:

In addition to the Hours of Work described in Article 13.03 a) for Schedule “B” Employees, the Hours of Work for the Operations Department Steno/Clerk IV and Clerk III only will also include the following shifts:

- Monday to Friday, 8:00 am to 4:00 pm, and;
- During Operations Department “summer hours” described in Article 13.02 a) ii), Monday to Friday 7:00 am to 3:00 pm”

(h) Amend Article 13.12 by changing the title to “Shift Differential.”

(i) Amend Article 18.03(a)(i) to read as follows:

“A Regular, Seasonal or Temporary Employee shall be granted up to a total of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of a death of a parent, step parent, spouse, common-law-spouse (including same sex partner), fiancée, brother, sister, child, step child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.”

(j) Delete expired effective dates.

(k) Any other changes mutually agreed to during the drafting of the new Collective Agreement.

## **20. 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.

## **21. Ratification**



# SQUAMISH

HARDWIRED *for* ADVENTURE

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 the Memorandum of Agreement is signed.

DATED this 21<sup>st</sup> day of December, 2021 in the District of Squamish.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE DISTRICT OF SQUAMISH:

BARGAINING REPRESENTATIVES ON BEHALF OF  
CUPE LOCAL 2269:

---

---

---

---

---

---

---

---

---

---