

MEMORANDUM OF AGREEMENT

Between

DISTRICT OF SQUAMISH

(the “Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2269

(the “Union”)

(together, the “Parties”)

WHEREAS:

The undersigned bargaining representatives, acting on behalf of the Employer, agree to recommend to THE DISTRICT OF SQUAMISH COUNCIL;

AND

The undersigned bargaining representatives, acting on behalf of the Union, agree to recommend to the Union membership;

THE PARTIES AGREE THAT their Collective Agreement commencing 2025, January 01 and expiring 2027 December 31 (“New Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2022-2024 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 2025 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. Wage Increases

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

Effective 2025 January 01, all hourly rates of pay which were in effect on 2024 December 31 shall be increased by three and three quarter percent (3.75%).

The new hourly rates shall be rounded to the nearest whole cent.

Effective 2026 January 01, all hourly rates of pay which were in effect on 2025 December 31 shall be increased by three and one quarter percent (3.25%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2027 January 01, all hourly rates of pay which were in effect on 2026 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

Employees who terminated their employment prior to the commencement of the lockout will not be eligible for the retroactive general wage increase.

4. Article 2.01

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 2.01 by titling the Article "Definitions" and amending 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 terminated. Length of service for the purposes of seniority will be deemed continuous where there are fourteen (14) or fewer calendar days between the end of the temporary assignment and the start of a new Casual, Temporary or Seasonal assignment."

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 2.01 by adding the definition of calendar year to read as follows:

"Calendar Year: is the period January 1st to December 31st inclusive."

5. Article 6.03

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.03 to read as follows:

"Interviewing Opportunity

A representative of the Union or Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes within thirty (30) days of the Union receiving a copy of the offer letter from the Employer for the purpose of acquainting the

new Employee with the benefits and duties of Union membership and its responsibilities and obligations to the Employer and the Union.”

6. Article 7.03

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 7.03 to read as follows:

“The Employer, upon receipt of such advice from the Union, shall thereupon make the deductions from the earnings of the Employees. The amounts deducted together with a list of those Employees from whom such deductions were made, shall be remitted to the Union Treasurer not later than the pay day following that from which the deductions were made. The Union further agrees to indemnify the Employer with regards to check offs, collection and remitting of dues money to the Union. The information currently being provided to the Union by the Employer shall continue.

7. Article 8.01

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.01 to read as follows:

“Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and Stewards for each department as appointed by the Union. Similarly, the Employer will supply the Union with a list of its management or other personnel with whom the Union shall be required to transact business. All communication between the Union and/or any of its Officers or Stewards and the Employer shall be between the President of the Union and the Human Resources Director of the Employer in writing.”

8. Article 9.09

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.09 to read as follows:

“Grievance Procedures

(a) Informal Discussion

The parties recommend, that prior to filing a formal grievance, an Employee who has a perceived difference may meet with the manager to informally discuss the matter and attempt to resolve it. Either person may be accompanied by a shop steward or witness.

(b) Grievance Process

Step 1

A difference shall be submitted in writing as a grievance and shall be referred to the immediate manager within seven (7) days of the Employee or the Union becoming aware, or should have reasonably been aware of the incident giving rise to the grievance. There shall be seven (7) days to resolve the grievance.

If the immediate manager is the department head, and the grievance is not resolved, Step 2 shall be skipped.

Step 2

A matter not resolved at Step 1, may be referred in writing within seven (7) days by the Union to the appropriate department head. There shall be seven (7) days to meet and resolve the grievance.

Step 3

A grievance not resolved at Step 2 above, may be referred in writing to the Chief Administrative Officer (CAO) within seven (7) days. A meeting involving up to three (3) representatives of the Union and up to three (3) representatives of the Employer shall be held within fourteen (14) days to resolve the grievance. The CAO shall have five (5) days to respond in writing following the meeting. The Union shall notify the CAO in writing of its acceptance or rejection of the response within five (5) days of receiving it. If the matter is not resolved the Union shall refer it to arbitration within a further ten (10) days.

(c) Mediation

A grievance not resolved at Step 3 above, may be referred to mediation by either party within five (5) days of the referral to arbitration. This referral shall be done by requesting the Labour Relations Board to appoint a mediator to assist the parties to settle the grievance. Time does not run in respect of the arbitration procedure in Article 9.10 until the mediator has completed the mediation process.”

9. Article 10.03

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.03 to read as follows:

“The Employer shall maintain a seniority list showing the date upon which each Regular Employee’s current service commenced, and the seniority accrued. An up-to-date seniority list shall be sent to the Union quarterly and shall be posted electronically.”

10. Article 10.05

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.05 to read as follows:

“Casual, Temporary and Seasonal Seniority

(a) Seniority

Any Casual, Temporary or Seasonal Employees who have worked more than 520 hours (Schedule A) or 455 hours (Schedule B) in a twelve (12) month period in a single department will be considered to have acquired casual seniority in that Department. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired in that department, and used for the purpose of being considered for vacancies or for the purpose of assignment of shifts in accordance with 13.09 a).

(b) Except for a Casual Guard, a Casual Employee who is not called to work for one (1) month or is unavailable for work for a period of one (1) month or more, shall be terminated and will lose all seniority in that department.

(c) Notwithstanding (b) above, a casual RCMP Civilian Employee or a casual Recreation Employee who is not called to work for three (3) months or is unavailable for work for a period of three (3) months or more, shall be terminated and will lose all seniority in that department.”

11. Article 11.01 (a)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.01 (a) 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 electronically for five (5) working days and filled within forty (40) working days of the posting closing.

Senior positions may be advertised externally only after the Employer has determined an internal applicant is not the successful applicant. Junior positions may be simultaneously advertised internally and externally. Where the Employer decides not to fill a vacant position, the Employer will provide an explanation to the Union if so requested.

For the purposes of this Article, Senior positions are Schedule A positions with wages higher than Bylaw and Animal Control Officer and Schedule B positions with wages higher than Tax Clerk 4.

Senior positions may also be simultaneously advertised externally by mutual agreement with the Union.

12. Article 11.06 (c)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.06(c) as follows:

“Notwithstanding a) and b) above, the incumbent shall work the changed number of hours if employed as a Regular Employee on a part-time basis in a Wage Schedule A Recreation position. However, if the increase in hours creates a full-time position it shall be posted.”

13. Article 11.07 (e)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Article 11.07 (e) to read as follows:

“Regular Employees who move into a temporary or seasonal position will be paid for any overtime worked. No banking of overtime in the temporary or seasonal position will be allowed.”

14. Article 12.01 (b)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.01 (b) to read as follows:

“Layoff Exceptions

It is recognized that Regular part-time Employees within the Recreation department who have seasonally adjusted hours shall not be deemed to be laid off except if there is an elimination of the Employee's position or a reduction of five or more hours per week in their work schedule.

Wage Schedule A Recreation Employees shall not be deemed to be laid off at the end of lesson/program sets.”

15. Article 12.05 (c)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.05 (c) to read as follows:

“Wage Schedule A Recreation Employees shall not have the right to bump at the end of a lesson/program set.”

16. Article 12.06

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.06 to read as follows:

“Bumping Notice

A Regular Employee who is given notice of layoff shall also be provided with a form to be used by the Employee to indicate the option they wish to exercise in accordance with 12.04.”

17. Article 12.10 (d) and (e)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.10 (d) and (e) to read as follows:

(d) “It is the responsibility of the Employee to keep the Employer informed of the Employee's current address and contact information.

(e) Loss of Recall Rights

- (i) An Employee who bumps and subsequently obtains a posted vacancy shall no longer have recall rights.
- (ii) An Employee who is laid off and who obtains a posted vacancy shall no longer have recall rights.
- (iii) An Employee who applied for a posted vacancy during the lay-off notice period and who obtained it, and who subsequently obtains another posted vacancy, shall no longer have recall rights.”

18. Article 12.11

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.11 to read as follows:

“Casual or Temporary Work While on Recall List

An Employee on layoff with recall rights, who wishes to work on a casual or temporary basis in positions which are not posted, shall register with the Department Head, specifying those positions for which the laid-off Employee is immediately capable and qualified. To the extent practicable, the Employer will offer casual and temporary work to registered Employees, prior to Regular part-time, Casual or Temporary Employees. They shall be considered as Casual Employees for the purpose of this section. The offer or acceptance of such work shall not affect the Employee’s recall rights.”

19. Article 13.02 (j) (i)

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

- (j) Wage Schedule A Recreation Employees
- (i) Full-time Wage Schedule A Recreation Employees shall work a maximum of eight (8) hours per day and forty (40) hours per week Sunday to Saturday any hours, with a one-half (1/2) hour unpaid meal break and two (2) consecutive days of rest.”

20. Article 13.06

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.06 to read as follows:

“Applicability of Hours of Work Sections

Regular part-time, Temporary part-time and Casual Employees shall work within the parameters of the regular work week for full-time Employees in the same classifications. This does not apply to Casual Employees involved in snow removal.”

21. Article 13.09 (d) (e) (f) (g) (h)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend and renumber Article 13.09 (d) (e) (f) (g) and (h) to read as follows:

- (d) “All Casual Employees must give the Employer their schedule of availability 10 days in advance of the following month. Wage Schedule A Recreation Employees shall provide their schedule of availability thirty (30) days in advance of a ten (10) week program set. If they do not, they will be deemed to be unavailable for the month.
- (e) A casual Guard who has submitted a schedule of availability and who subsequently cannot be contacted or refuses two (2) shifts in a six (6) consecutive month period shall be removed from the casual list, except in instances of illness or exceptional circumstances. The six (6) month period will move from the last date of refusal.
- (f) A casual Guard may amend their availability to reflect reduced availability with seventy-two (72) hours’ notice provided to their immediate supervisor. They may amend their availability to reflect increased availability at any time with notice provided to their immediate supervisor.
- (g) A Casual Employee shall lose seniority and be terminated if the Employee is absent from work in excess of two (2) scheduled shifts without sufficient cause or without forty-eight (48) hours’ notice, except in instances of illness or unless such notice was not reasonably possible.
- (h) At the discretion of the Employer, Casual Employees will be required to attend training sessions. The Employer will pay the Employee at their regular rate of pay. The Employer will provide the Employee with a reasonable amount of notice of such training session(s).”

22. Article 13.10

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.10 to read as follows:

“Rest Between Shifts

- (a) Except Guards, there shall be at least eight (8) hours free from work between shifts. Failure to provide at least eight (8) hours free from work between shifts shall result in the payment of overtime rates for any hours worked prior to the completion of the eight (8) hour period.
- (b) Guards shall have at least twelve (12) hours free from work between shifts. Failure to provide at least twelve (12) hours free from work between shifts shall result in the payment of overtime rates for any hours worked prior to the completion of the twelve (12) hour period.”

23. Article 14.02 (a)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.02 (a) to read as follows:

“Overtime Rates

- (i) Overtime will be paid at the rate of time and one-half the Employee's regular rate for the first two (2) hours, and double the Employee's regular rate thereafter, on that day.
- (ii) All time worked on a Regular full-time Employee's days of rest shall be paid at double the Employee's regular rate.
- (iii) If an Employee is called to work during the Employee's annual vacation, the time that the Employee is asked to work will be paid at double time, with a minimum of four (4) hours at double (2X) time.”

24. Article 14.03 (a) and (b)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.03 (a) and (b) as follows:

- a) “Employees shall be permitted to bank unlimited overtime and may request payout of their banked overtime at any time.
- b) Employees shall be permitted to take time off from banked overtime to a maximum of one hundred (100) hours per year. Time off shall be taken at a time mutually agreed upon between the Employer and the Employee. Payment of banked overtime shall be paid at the rate at which it was earned.”

25. Article 14.04

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.04 to read as follows:

“Provisions for Meals and Rest Periods on Overtime

- (a) In the event that the overtime work continues immediately after work hours and is estimated to continue to two (2) hours or longer, the first one-half (1/2) hour break shall be given within the second (2nd) hour of overtime without pay, and if overtime continues, the Employee shall be entitled to one-half (1/2) hour time off with pay at the end of every four (4) hours after the first meal break.
- (b) In the event that an Employee, having completed the Employee's regular hours, is called back to perform overtime work, the one-half (1/2) hour time period shall be granted within the fifth (5th) hour of overtime with pay and if overtime work continues, then further periods shall be granted at the end of every four (4) hours thereafter, with pay.
- (c) If an Employee is required to perform overtime work within the first hour after regular hours, the overtime work will, for the purpose of this clause, be deemed to have continued immediately after regular hours.
- (d) In each four (4) hour overtime work period there shall be a fifteen (15) minute paid rest period.
- (e) In the event the Employee is not able to take a stipulated meal break(s) the Employee shall receive additional pay equal to the time they would normally have taken as paid meal break(s).”

26. Article 15.03

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:

“Work Boots

Boot Allowance

The Employer, on an annual basis, shall reimburse a maximum of two hundred dollars (\$200.00) for one (1) 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 at a maximum cost of two hundred dollars (\$200.00).

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

All requests for reimbursement must be accompanied by a valid receipt. In the

event an Employee spends more than two hundred dollars (\$200.00) for steel toed and shanked footwear, the amount in excess of two hundred dollars (\$200.00) will be carried forward and will be reimbursed in the next year to a maximum of two hundred dollars (\$200.00). In no event will the Employer be required to reimburse an Employee more than two hundred dollars (\$200.00) annually for a boot allowance.”

27. Article 15.06

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 15.06.

(For reference, Article 15.06 in the 2022-2024 Collective Agreement is as follows: “Herbicide, Pesticide and Fertilizer Application

Employees who are required to possess a current valid Ministry of Environment Pesticide Applicator’s Certificate will be paid an additional one dollar (\$1.00) per hour over their regular classified rate of pay with a minimum of four (4) hours pay for hours of work when the application of herbicides, pesticides and fertilizers requires such certification.”)

28. Article 17.01

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 17.01 and renumber the remainder of Article 17.

(For reference, Article 17.01 in the 2022-2024 Collective Agreement is as follows: “For the purpose of this Article, calendar year shall be the period January 1st to December 31st inclusive.”)

29. Article 17.02

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renumber the subparagraphs (a) and (b) and agree to amend Article 17.02 (d) as follows:

“Second Calendar Year of Service and thereafter

Employees shall be granted a vacation with pay in accordance with the following schedule:

- 2nd Year - three (3) weeks
- 5th Year - four (4) weeks
- 11th Year - four point four (4.4) weeks
- 14th Year - five (5) weeks
- 19th Year - six (6) weeks
- 25th Year - seven (7) weeks

Note: Vacation entitlements are pro-rated based on hours worked for Regular Part-time employees.”

30. Article 17.07 (b)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 17.07 (b) to read as follows:

“Notwithstanding the previous paragraph, the Employer may require proof of illness if an employee is claiming sick leave credits while on annual vacation.”

31. Article 17.08

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree amend Article 17.08 as follows:

“On retirement, an Employee shall be entitled to the same vacation or vacation pay which the Employee would have earned if the Employee had continued in employment to the end of the calendar year provided the Employee works until at least the 31st of July.”

32. Article 17.11

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 17.11.

(For reference Article 17.11 in the 2022-2024 Collective Agreement is as follows:

“Callback While on Vacation Leave

If a callback occurs during an Employee's annual vacation, the time that the Employee is asked to work is to be paid at double time, with a minimum of four (4) hours callback at double (2X) time.”)

33. Article 17.12

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 17.12 to read as follows:

“Vacation Deferment

An Employee with four or more weeks of vacation entitlement shall be permitted to defer forty (40) hours (Schedule A) or thirty-five (35) hours (Schedule B) of vacation for use in the following year. This deferred vacation must be taken as time off with pay as a block. If the Employee leaves employment any unused deferred vacation shall be paid. Requests for deferred vacation time shall be treated as per Article 17.04”

34. Article 19.06

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 19.06 to read as follows:

“Professional Fees

Professional fees for any Employee who is required to be a member of a professional association shall be paid by the Employer.”

35. Article 21.01

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 21.01 to read as follows:

“Eligibility for Benefits

- a) Benefit plan coverage, terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- b) All Regular Employees who normally work an average of twenty (20) or more hours per week shall be eligible for all benefits in Article 21.02. An Employee who chooses not to participate in specific benefits plans may do so providing they provide proof of coverage elsewhere.
- c) All Seasonal Employees who normally work an average of twenty (20) or more hours per week and eight (8) months or more in a year shall be eligible, after serving a probationary period of 520 hours (Schedule A) or 455 hours (Schedule B), for limited benefits as set out in Article 21.03. The limited benefits include, Extended Health Benefits Plan, a limited Dental Insurance Plan, and a reduced Group Life and AD+D Plan. An Employee who chooses not to participate in specific benefits plans may do so providing they provide proof of coverage elsewhere. Upon layoff or completion of the Season, a Seasonal Employee with recall rights will not be continued on benefits following the month the layoff takes effect or the season ends.
- d) Coverage under the benefit plans shall begin as follows:
 - (i) Group Life, Extended Health, Dental, Short Term Disability - upon completion of probation.
 - (ii) Seasonal, Temporary, and Casual employees who are successful applicants into a regular position and have completed five hundred and twenty (520) hours (Schedule A) or four hundred and fifty-five (455) hours (Schedule B) in that position and department shall be eligible for benefits immediately.
- e) An Employee not participating in the benefits covered in Article 21.02 may join the benefit plan providing they no longer have coverage provided by someone else and rejoining must be done within thirty (30) days of loss of other coverage.
- f) The terms and conditions of the plan(s) and the carrier(s) will not be changed without the mutual agreement of the parties.”

36. Article 21.02 (b)

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

a) Extended Health Benefits Plan
Plan covers

- Eighty percent (80%) of eligible expenses until the first one thousand dollars (\$1,000.00) of benefits have been paid and one hundred percent (100%) of the remainder, per calendar year;
- One thousand five hundred dollars (\$1,500.00) annual maximum combined Paramedical expenses (Chiropractor, Massage, and Physiotherapist)
- Three hundred dollars (\$300.00) annual maximum naturopath
- Four hundred dollars (\$400.00) annual maximum acupuncture
- Two hundred dollars (\$200.00) annual maximum podiatrist
- One hundred dollars (\$100.00) annual maximum for speech therapist
- Vision Care, including corrective vision procedures such as laser eye surgery, reimbursement of up to six hundred dollars (\$600) in any twenty-four (24) month period.
- Plan provides emergency out of province medical coverage;
- Employer pays one hundred percent (100%) of premiums;
- Participation is a condition of employment (if not covered elsewhere).

37. Article 21.06 (a) and (c)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 21.06 (a) and (c) to read as follows:

“Sick Leave

(a) Regular and Seasonal Employees shall be entitled to a sick leave accumulation of up to twelve (12) days or ninety-six (96) hours (Schedule “A”) or eighty-four (84) hours (Schedule “B”) per year credited as an advance. Sick leave shall accumulate to a maximum of one hundred and fifty (150) days or twelve hundred (1,200) hours (Schedule “A”) or one thousand and fifty (1,050) hours (Schedule “B”). Sick leave usage shall be based on the number of hours absent from the workplace.

(c) An Employee must, within reason, notify their supervisor of any absence due to illness before the commencement of their shift.”

38. Letter of Understanding #1

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to create a new Letter of Understanding #1 as follows:

“Four Day Work Week - Utilities

Regular Hours of Work

All Full Time Schedule A Utilities Employees shall work ten (10) hours per day and forty (40) hours per week on four (4) consecutive days Sunday to Saturday between the hours of 6:00 am and 9:00 pm, with a one-half (1/2) hour unpaid meal break.

The Utilities Supervisor will not work these hours of work.

Employees may choose not to work a compressed work week and to work instead according to the hours of work described in Article 13. Approval for such requests will be based on operational requirements.

Shift Differential

Utilities Employees working a four day work week schedule shall not be entitled to a shift differential.

Overtime

Overtime for Utilities Employees shall be paid as follows:

a) Hours worked beyond a ten (10) hour shift shall be paid at the rate of time and one-half the Employee's regular rate for the first two (2) hours and double the Employee's regular rate thereafter.”

39. Letter of Understanding #2

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to create a new Letter of Understanding #2 as follows:

Public Works Supervisors Hours of Work

This Letter of Understanding applies to individuals in the Regular Full Time position of Roads/Drainage Supervisor, Parks Supervisor, Electrical Supervisor, Utilities Supervisor and Fleet Supervisor positions.

Full-time Regular Public Works Supervisors identified above will work an average of eighty (80) hours every two (2) weeks on a nine-day fortnight schedule consisting of one of the following shift patterns:

- 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.

They shall work a maximum of nine (9) hours per day and forty-four (44) hours per week Monday to Friday between the hours of 6:00am and 6:00 pm, with a one-half (1/2) hour unpaid meal break.

Fortnights shall be taken on Fridays and may not be exchanged for any other day of the week.

Shift Differential

Public Works Supervisors on a Nine-day Fortnight schedule shall not be entitled to a shift differential.

Overtime

Overtime for Public Works Supervisors on a Nine-day Fortnight schedule shall be paid as follows:

- a) Hours worked beyond a nine (9) hour shift shall be paid at the rate of time and one-half the Employee's regular rate for the first two (2) hours and double the Employee's regular rate thereafter.

Public Holidays

Public Holidays will be calculated and paid on the basis of eight (8) hours.

The parties agree that they will not terminate this Letter of Understanding until the renewal of the 2025-2027 collective agreement.

40. Letter of Understanding #3

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Letter of Understanding #3 to read as follows:

Casual Employee Hours

In January of each year, the District will undertake a review of Casual Employee hours to determine those Employees who have worked, on average, twenty (20) hours per week in the preceding calendar year in a specific job classification.

The District will amend the status from casual to regular part-time for those Casual Employees who have worked, on average, twenty (20) hours per week in the preceding calendar year in a specific job classification.

The calculation of hours per week will exclude those hours worked in a capacity as vacation or sick relief and those casual hours worked in temporary positions. If an Employee wants to maintain their status as a Casual Employee, they will express that in writing to Human Resources. Once an Employee has expressed the desire to remain as a Casual Employee, they will remain a Casual Employee without follow up in subsequent years. The Union will be informed when Employees request to remain as a Casual Employee.”

41. Letter of Understanding #5

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Letter of Understanding #5.

(For reference, Letter of Understanding #5 in the 2022-2024 Collective Agreement is as follows:

“Seniority:

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:

WHEREAS THE PARTIES AMENDED the method by which seniority is accrued and recorded; and,

WHEREAS THE PARTIES INTENDED in so doing, to maintain the same relative position of Employees on the seniority list, the parties hereby agree:

Seniority Lists shall be provided pursuant to Article 10.03 – Seniority List

The Employees whose seniority would have been affected by the above referenced change are to be identified by * on the seniority list and their seniority will remain the same relative to other Employees and will not change due to the above – referenced change. “)

42. Letter of Understanding #5

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to create a new Letter of Understanding #5 as follows:

Hours of Work Committee

Following ratification, the Parties shall establish a joint committee to review hours of work for a specific work area.

The committee will be comprised of up to four (4) excluded employees, two (2) of which shall be from the work area being discussed and up to four (4) union employees, two (2) of which shall be from the work area being discussed.

The committee shall meet a minimum of four (4) times each year, if there are proposals to review seeking changes to hours of work.

At least two (2) weeks in advance of meeting, the Party seeking the change to hours of work shall provide information detailing any impact to operations. The Parties agree to exchange any necessary documentation and supporting information requested.

The following criteria will be used for assessing any changes to hours of work:

1. No adverse effect on customer service
2. No adverse effect on operations
3. Consistent level of customer service
4. No additional costs to the Employer.

Recommendations for changes to hours of work will be reviewed by the Core Leadership Team and the Union Executive. If either Party does not agree with the committee's recommendations, they must provide their reasons in writing to the committee within six weeks.

Any agreed to changes to hours of work will be signed off by both Parties in a Letter of Understanding.

43. Letter of Understanding #7

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Letter of Understanding #7.

(For reference, Letter of Understanding #7 in the 2022-2024 Collective Agreement is as follows:

“Utilization of Benefits

The parties agree that the appropriate utilization of benefits under the Collective Agreement will be the subject of joint review and discussion every six (6) months at the Labour Management Committee.”)

44. Letter of Understanding #9

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Letter of Understanding #9.
(For reference, Letter of Understanding #9 in the 2022-2024 Collective Agreement is as follows:

“Workload Review

In the event that an Employee has concerns about their workload, they shall raise their concerns with their Supervisor. The Supervisor will provide clear direction about alternatives to address workload concerns. If the matter is not resolved, it may be referred to the Manager/Director for further consideration. General matters with regards to Employee workload may be the subject of discussion at the Labour Management Committee.”)

45. Letter of Understanding #10

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Letter of Understanding #10 to read as follows:

“Family Responsibility Leave

Regular employees shall be permitted to utilize up to two (2) days of their sick leave for the care of a member of the employee’s immediate family.”

46. Wage Schedule

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Wage Schedule as follows:

Move SCADA Electrician from wage schedule “B” to wage schedule “A”.

47. Labour Market Adjustments

Effective 01 November 2025, the Employer and the Union agree that the following positions will be moved to the rates listed below. If the general wage increases for 2025 lift the rates above those listed below, the general wage increase will result in the new rate for the positions listed below.

Classification	2024 Rate	New Rate
Recreation Program Leader	\$22.53	\$27.50
Recreation Program Leader – Biking	\$22.53	\$27.50
Recreation Program Instructor – Fitness	\$25.23	\$27.50
Recreation Program Instructor – Biking	\$25.23	\$27.50
Prisoner Guard	\$25.75	\$27.50
Custodian	\$27.50	\$28.00

Lifeguard 1	\$27.99	\$30.00
Lifeguard 2	\$30.29	\$32.29
Lifeguard 3	\$32.32	\$34.32
Clerk 1 Generalist	\$25.34	\$31.43
Victim Services Crisis Worker	\$28.10	\$31.43
Customer Service Clerk	\$30.29	\$31.43
Recreation Facility Clerk	\$30.29	\$31.43
Victim Services Case Worker	\$30.59	\$31.43
Records Clerk 1	\$30.59	\$31.43
Payroll Coordinator	\$37.48	\$40.23
Engineering Technician Coordinator	\$47.63	\$48.88

In addition, on 01 November 2025, the following position will have the rates increased by \$1.00/hour:

Utility Operator 1 – Wastewater Collection and Treatment.

48. Housekeeping

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

- (a) Delete all references to “Effective 9 January 2024”
- (b) Amend Article 2.01 (d) by moving “sporadic or consecutive” into the first sentence and out of the brackets. Adding “per month” after 14 calendar days.
- (c) Amend Article 5.01 (a) by deleting “Section 13” and properly titling the BC Human Rights Code.
- (d) Amend Article 13.02 (e) by replacing the word “janitor” with the word “custodian”.
- (e) Amend Article 13.03 (e) by replacing the work “operations” with the words “public works”.
- (f) Amend Article 14.02 (b) by replacing the word “sharing” with the word “assignments”.
- (g) Amend Article 14.04 by deleting the first sentence.
- (h) Amend Article 15.03 by replacing the words “Workers Compensation Board Statutes” with the words “WorkSafeBC”. Also by replacing the words “management supervisor” with the word “manager”.
- (i) Amend Article 16.01 by including the words “National Day for Truth and Reconciliation” in the list of public holidays.
- (j) Amend Article 16.03 by replacing “4.62%” with “5%”.
- (k) Amend Article 17.03 by deleting the words “vacations and ... for” from the title and adding a dash to the title.

- (l) Amend Article 19.03 (a) (i) by replacing the words “Industrial Health and Safety” with “Occupational Health and Safety” and replacing the words “the Workers Compensation Board” with “WorkSafeBC”.
- (m) Amend Article 19.03 (b) by adding the words “will be paid” and combining the two sentences into a single sentence.
- (n) Amend Article 19.04 (d) by deleting the slash and adding the word “per” to the first sentence.
- (o) Amend Article 20.05 (a) by replacing the words “department head” with the word “manager”.
- (p) Amend Article 21.01 (c) by deleting the words “Medical Services Plan of BC”.
- (q) Amend Article 21.01 (d) by replacing the words “Weekly Indemnity” with the words “Short Term Disability”.
- (r) Amend Article 21.01 (d) by deleting subparagraph (ii) and renumbering the remaining subparagraphs.
- (s) Amend Article 21.02 by deleting subparagraph (a) and renumbering the remaining subparagraphs.
- (t) Amend Article 21.02 (b) by deleting the words “Employer to provide Pharamnet Card for prescription medicine purchase”
- (u) Amend Article 21.02 (d) by replacing the words “Weekly Indemnity” with the words “Short Term Disability”.
- (v) Amend Article 21.03 by deleting subparagraph (a) and renumbering the remaining subparagraphs.
- (w) Amend Article 21.04 by inserting the words “and Family” in the title and in the body of the article.
- (x) Amend Article 21.05 by moving the word “Municipal” in front of the word Pension.
- (y) Amend Article 21.08 (c) by replacing “WCB” with the words “WorkSafeBC” and replacing the words “weekly indemnity” with the words “short term disability” in the title and in the body of the article.
- (z) Amend Article 22.02 by replacing the words “workers compensation board” with “WorkSafeBC”.
- (aa) Delete Letter of Understanding #2.
- (bb) Amend Letter of Understanding #4 by deleting the introductory sentence.
- (cc) Amend Letter of Understanding #11 by deleting the title “Grant Wilson” and the sentence following.

49. Drafting of the 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.

50. 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 as soon as possible.

DATED this 28th day of October, 2025 in the City of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF THE DISTRICT OF SQUAMISH: BARGAINING REPRESENTATIVES ON BEHALF OF CUPE, LOCAL 2269:

