

Memorandum of Agreement

between the

District of Mission
(hereinafter called "the Employer")

and the

Canadian Union of Public Employees, Local 1267
(hereinafter called "the Union")

The undersigned bargaining representatives of the Employer agree to recommend to the District of Mission Council;

and;

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

That their collective agreement commencing 2009 January 01 and expiring 2013 December 31 (hereinafter called "the new collective agreement"), shall consist of the following:

1. Previous Conditions

All terms of the 2005-2008 collective agreement continue except as specifically varied below by this Memorandum of Agreement.

2. Term of Agreement

The term of the new collective agreement shall be for five (5) years from 2009 January 01 to 2013 December 31, both dates inclusive. The operation of 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. Effective Dates

Unless specified otherwise, the specific terms of this Memorandum of Agreement are effective the date of ratification by the parties. For purposes of drafting the new collective agreement, the amended or new provisions shall appear in the new collective agreement together with a sentence referencing its effective date.

4. General Increase

- a) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three and one half percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- b) Effective 2010 January 01 all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- c) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

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- d) Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- e) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

5. Housekeeping

All housekeeping items which have been, or shall be, mutually agreed to by the parties prior to or during the drafting of the agreement shall be included in the new collective agreement. Such items include:

- Identify clauses that were previously amended, are obsolete or include redundant language, or duplications of other clauses, as well as incorporate changes that have previously been agreed to by the parties;
- There are several lengthy paragraphs in several of the articles of the collective agreement, making them difficult to read. Paragraph breaks should be inserted to address this problem provided that the intent of the clause is not altered;
- Article 2.5 - delete the "(a)" – redundant since there are no other clauses to this article;
- Article 12.9 (a) Schedule 'B' Parks and Recreation – Hours of Work – delete reference to Article 37;
- Article 16 Retirement Pay - Add "Schedule 'D'" to Articles 16.1, 16.2, 16.3 and 16.4;
- Article 19.1 Job Descriptions - replace the words "draw up" with the word "write";
- Article 25.6 Aquatic Centre - move to Article 12 Hours of Work;
- Article 30 Addendum A – Excluded Positions - agreed to list of changes and additions as attached.
- Article 37 – move into collective agreement "Schedule B employees by mutual agreement will have the option to work and bank any one of their three regular days off at straight time without overtime payment" to replace Article 12.22 Banking of Day Off (iii). Remainder of Article 37 to be deleted.
- Article 42 – table to be updated: delete years 1969 to 1974; add years 2008 to 2013; revise heading (*see also Housekeeping and Previously Agreed Items*).

6. Letters of Understanding and Schedules

The Letters of Understanding are as listed:

- Article 31 – LOU - Promotions
- Article 32 – Schedule 1 Employees with Supervisory Component in Job Description by Department
- Article 33 - LOU - Vacation Practices
- Article 34 – LOU – Vacation Schedule RCMP Detachment
- Article 35 – LOU - Inclusion of New CUPE Positions/Exclusion of Recreation

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Program Instructors

- Article 36 – LOU – Postings
- Article 38 – Schedule "A" Job Classifications
- Article 39 – Schedule "B" Job Classifications
- Article 40 – Schedule "C" Job Classifications
- Article 41 – Schedule "D" Job Classifications
- Article 42 – Supplementary Vacation Entitlement (*see also Housekeeping and Previously Agreed Items*)

Add: LOU - Requirements for Part-time Employees To Work Full-Time to Provide Vacation Relief

NEW/Add: Letter of Understanding re: Long Term Disability Insurance

The Employer agrees to administer an employee paid Long Term Disability Insurance Plan, if Union is able to devise such a program.

Remove reference to Article - number Letter of Understandings; rename Article 38-41 as applicable Schedules; and rename Article 42 (or move into Article 14)

7. Employee Benefits

Currently the Employee Assistance Program is funded through a cost share program with the employee's portion paid by their share of the EI Rebate Program. Annually there has been a surplus of the employee's portion of the EI Rebate; there is a current surplus of approximately \$25,000. It is agreed that the annual surplus described above (including the current surplus) shall be used to partially pay the following benefit improvements and that the Employer will pay the balance of the Employer share of the premiums:

- Dental: Plan B – increase to 75% - \$4,000/yr; Plan C – increase to \$6,000 lifetime limit
- Extended Health Care: Increase all paramedicals to \$500 each year (physiotherapist, chiropractor, massage, podiatrist, speech, psychologist, acupuncture).
- Vision Care: increase to \$500 every two years including laser eye surgery
- Eliminate annual \$25 deductible
- Effective date of enhanced benefits shall be 2009 May 01.

8. Article 12.8 Shifts – Schedule B

The parties agree to pay a premium of 6% for hours worked on the Afternoon Shift and 12.5% for hours worked on the Graveyard Shift. The employee will actually work a full shift and will receive premium pay on top of their regular earnings.

Amend affected articles accordingly to apply to all schedules the parties have agreed to review language during drafting of the new collective agreement.

Clarification: applies to employees working the Afternoon Shift or Graveyard Shift only.

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9. Article 12.9 Schedule B Parks and Recreation – Hours of Work

~~(c) If it is required by statute or regulation that a staff member who is the holder of a current Refrigeration Operator's Certification be present in the Leisure Centre Complex/Arena, the parties agree that the Facilities Maintenance Worker 3 position may commence work on the day shift as early as 5:00 a.m. without the employer incurring overtime.~~

~~(d) If this start time is required in accordance with the conditions in Article 12.9(c) above, the shift shall be on a continuous basis from the date the shift is implemented, during such times as there is ice in the facility.~~

The parties agree that within six (6) months from date of ratification of this MOA the Union will participate in the review of the facility maintenance staff schedules at the Mission Leisure Centre with an objective of moving facility maintenance worker I position to Schedule "C".

10. Article 12.16 – Schedule C – Overtime

- a) Regular and time-durated full-time Schedule 'C' employees shall be paid for all work in excess of seven and three quarter (7¾) hours in a day or eight (8) hours per day for one day in each two week period at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime and double the regular hourly rate thereafter. All work performed on rest days shall be paid for at the double the regular hourly rate.
- b) Regular part-time and ~~time-durated full-time and~~ time-durated part-time Schedule 'C' employees shall be paid for all hours in excess of seven (7) hours in a day or thirty-five hours per week at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime and double the regular hourly rate thereafter. All work performed on rest days shall be paid at double the regular hourly rate.

11. 12.23 Banked Hours

- a) Employees shall have the option to bank overtime, additional earnings, or extra time worked, at the rate of pay at which it was earned, as noted in this Article:
 - (i) "overtime" means overtime as defined by Article 12.19.
 - (ii) "additional earnings" means unused vacation time which the employer has agreed to carry forward from one year to the next, year end vacation adjustment payout, or standby time
 - (iii) "extra time worked" means hours worked in accordance with Article 12.22 or Article 13.3.
- ~~b) Schedules 'A', 'C' and 'D' employees may bank up to seventy (70) hours and Schedule 'B' employees may bank up to seventy two (72) hours.~~
- ~~c) By mutual agreement between the Employer and the Employee, Schedules 'A', 'C' and 'D' employees may bank up to an additional 175 hours, and Schedule 'B' employees may bank up to an additional 180 hours.~~

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- b) Schedules 'A', 'C' and 'D' employees may bank up to 245 hours and Schedule 'B' employees may bank up to 252 hours.
- c) Once maximum hours have been reached there will be an automatic payout of excess hours.
- d) Subject to the provisions of Article 12.23 (a), overtime or additional earnings which are banked may be taken either as paid time off, or paid as cash payment. Paid time off will be scheduled at a time mutually agreeable between the Employer and the Employee.
- e) Subject to the provisions of Article 12.23 (a) extra time worked may only be taken as paid time off; such paid time off to be scheduled at a time mutually agreeable between the Employer and the Employee.

12. Article 18.4 Part-time Employees

Effective the date of ratification of the new Collective Agreement, the Employer agrees to provide life insurance on the date of hire and to pay BC Medical and Surgery Benefits Plan premiums on the 1st of the month following the month of hire for all eligible employees. (*Note - see Article 20.2*)

13. Article 18.12- Employee Displacement – Delete (re-number remaining)

14. Article 20.2 Group Medical and Insurance Benefits

- (b) Group Life Insurance Plan, equal to two (2) years' salary with double indemnity. The cost of providing the benefits of Group Life Insurance Plan shall be borne one hundred percent (100%) by the employer.

An employee shall be eligible for the Group Life Insurance Plan effective date of hire.

- (c) The Employer will pay eighty-five per cent (85%) of the cost of the monthly premiums for B.C. Medical and Surgical Benefits Plan, extended health and dental, and the Employee will pay fifteen per cent (15%) of the monthly premiums.

An employee shall be eligible for the B.C. Medical and Surgical Benefits Plan on the 1st day of the month following the date of hire.

15. Article 20.3 Part-time and Seasonal Benefits

The parties agreed to discuss this issue within two (2) months of ratification to develop a mutually agreeable system for pro-rating benefits (excluding the benefits identified in Article 20) with an understanding that in the event an agreement cannot be reached it will be resolved through the grievance procedure.

16. Article 40. Schedule 'C' Job Classifications

The parties agree to meet and review the wages of the aquatic guard positions to determine if any improvements are necessary. If improvements are agreed to, such improvements will be retroactive to 2009 January 01.

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17. Article 21 Safety and Health

The parties agree that within six (6) months from date of ratification of this MOA the Employer and Union will meet to develop a health and wellness program for all employees at the District of Mission.

18. Previously "Agreed To" Changes to the Agreement

Article 2.8 Retirement

"Retirement" shall be defined as: an employee leaving the service of the Employer in accordance with the provisions of the ~~Pension (Municipal) Act~~ Municipal Pension Plan Rules, as amended from time to time; and shall apply to all employees as though contributing under the said ~~Act~~ Plan, provided they retire at the retirement ages permitted in the ~~Pension (Municipal) Act~~ Municipal Pension Plan Rules.

Article 2.11 Time-Durated Employee

"Time-Durated Employee" shall mean an employee, other than a regular, seasonal, auxiliary or probationary employee, who is employed to augment the regular staff, or on a special project of limited duration not exceeding three (3) calendar months, (such period of time may be extended up to three (3) calendar months by mutual consent of both parties, in writing) ~~or in the case of skate patrol for a duration not exceeding 6 calendar months (such period of time may be extended by mutual consent of both parties, in writing).~~

- a) All time-durated employees completing the required seniority accumulation period will be paid twelve (12) per cent in lieu of all benefits, including vacation, general holidays, sick leave and employee benefits.
- b) The time limit for time durated employees, including the provision for benefits, shall not apply where an employee is hired to augment staff who are absent on pregnancy/parental leave, sick leave, leave for union duties, or workers' compensation.

Article 2.13 Seasonal Employee

The parties agree that skate patrol is a seasonal position and shall be posted as such.

NEW/Add: "An approximate date of when the seasonal work will finish will be included on each new posting."

NEW/Add: "Seasonal employees shall be entitled to the same bidding rights as regular employees while they are employed by the District of Mission. The bidding rights of seasonal employees will cease as soon as their seasonal positions finish and will resume again if and when they are recalled to the same seasonal position."

NEW/Add: "Seasonal employees will be paid out their banked time at the end of their seasonal employment."

NEW/Add: "If a seasonal employee has accrued sick time, that sick time will be carried forward if and when they are recalled or post into another position".

Article 6.1 Check off of Dues and Assessments

- (c) The Employer, upon receipt of such advice from the Union, shall thereupon

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deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deduction were made, ~~such deductions to be remitted to the Union Treasurer not later than the tenth (10th) day of the following month such~~ deductions to be remitted bi-weekly on a Thursday by direct deposit to the bank account number provided to the Employer by the Union Treasurer.

** Employer advises that software changes are required and may not be implemented immediately.*

Article 7.6 Time Off For Meeting

Any representative of the Union on any of the following committees, or such other committees as the Employer may establish or as may be established by mutual agreement, from time to time who is in the employ of the Employer, shall have the privilege of attending committee meetings held within working hours without loss of remuneration, and after giving reasonable notice to the Director of Corporate Administration or Chief Administrative Officer.

- (i) Grievance Committee
- (ii) Joint Bargaining Committee
- (iii) Joint Labour Management Co-operation Committee
- (iv) Occupational Joint Health and Safety Committees
- (v) Risk Management Committee
- ~~(vi) Safety Committee~~

Article 10.9 Probationary Employees

The purpose of the probationary period is to assess the performance of the employee and their suitability for permanent employment with the Employer.

Newly hired, ~~either regular full-time or regular part-time,~~ employees shall be placed on probation for a period of six hundred and eighty-two hours (682) hours of hourly service for a Schedule 'A', ~~or 'C' or 'D'~~ employee and seven hundred and two (702) hours of hourly service for a Schedule 'B' employee or six calendar months, whichever is soonest. Overtime hours, excluding hours worked for snow removal, shall be included as probationary hours. This probationary period may be extended for good and sufficient cause by up to three calendar months by mutual agreement of both parties, in writing.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to ~~discharge and~~ annual vacation and sick leave, which may be taken during the probationary period with the approval of the Employer, and which would result in an extension of the probationary period in time equal to that taken in annual vacation and sick leave.

The continued employment of such employees may be determined at any time during the probationary period and such employment may be terminated for cause without ~~recourse to the Grievance Procedure. After completion of the probationary period,~~

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~~seniority shall be effective from the original date of hire.~~

After completion of the probationary period, seniority shall be effective from the original date of hire in accordance with Article 9.

Article 10.10 Trial Period

The purpose of the trial period is to assess the performance of an employee who has been awarded a new position.

~~Where~~ ~~the successful applicant is a regular employee, the employee, either full-time,~~ shall be placed on trial for a period of four hundred and twenty (420) hours of hourly service for a Schedule 'A' 'C' or 'D' employee and four hundred and thirty two (432) hours of hourly service for a Schedule 'B' employee or six (6) calendar months, whichever is soonest. Overtime hours, excluding hours worked for snow removal, shall be included as trial hours. This trial period may be extended for good and sufficient cause by up to three calendar months by mutual agreement of both parties, in writing.

~~Conditional on satisfactory service, such trial promotion shall become permanent after the aforementioned trial period.~~

During the ~~aforementioned~~ trial period, if the successful applicant proves unsatisfactory in the position, or if the employee finds herself/himself unable to perform the duties of the new job classification or chooses to revert to their former position, the employee shall be returned to her/his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position without loss of seniority and wage or salary and fringe benefits.

When an employee is absent from work in excess of one (1) work week during a trial period, for any reason, the trial period shall be extended a length of time equal to the period of the absence.

Conditional on satisfactory service, such trial promotion shall become permanent after the aforementioned trial period.

Article 12.3 Schedule 'B'

- (b) Notwithstanding Article 12.3(a) part time Schedule 'B' ~~janitorial staff facilities~~ maintenance worker I(s) may work up to five (5) days per week, providing that the total hours worked in the week are less than thirty six (36).

Article 12.19 Overtime

Employees shall be paid for all work in excess of nine (9) hours per day or thirty-six (36) hours per week for Schedule 'B' employees, and seven and three-quarters (7¾) hours per day or seventy (70) hours per each two (2) week period for Schedule 'A' and 'D'.

Employees shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours of overtime and double (2T) the regular hourly rate thereafter, EXCEPT that for Schedule 'A' and 'D' employees who are working the one eight (8) hour day in a two week period, the provisions of this paragraph shall apply after the employee has worked eight (8) hours on that one day.

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Hours worked prior to an employee's normal work hours are considered a "call out" and shall be paid at double (2T) the regular hourly rate.

All work performed on rest days shall be paid for at double (2T) the regular hourly rate.

Article 14.1 Annual Vacation Entitlement

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

- a) For the purpose of this Section, calendar year shall be the period January 1st to December 31st, inclusive.
- b) All Schedule 'A', ~~and Schedule 'C' and 'D'~~ employees during the first (1st) calendar year of service, shall accumulate ~~seven hours and forty seven (7.47) minutes~~ one (1) day for each completed month of employment or major fraction thereof, to a maximum of ~~seventy (70 hours)~~ twelve (12) days. Employees shall receive an annual vacation equivalent to the accumulated hours at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is the greater.
- c) All Schedule 'B' employees, during the first (1st) calendar year of service shall accumulate ~~nine (9) hours~~ one (1) day for each completed month of employment or major fraction thereof, to a maximum of ~~seventy (72 hours)~~ twelve (12) days. Employees shall receive an annual vacation equivalent to the accumulated hours at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

* Add Schedule 'D' employees where applicable in remainder of Article 14.

Article 15.1 Sick Leave Accumulation

- a) All ~~regular~~ full-time employees, ~~upon successful completion of their probationary period~~ shall be granted one and one-half (1 ½) days sick leave with pay for every month of service ~~retroactive to~~ commencing the date of hire.
- b) All ~~regular~~ part-time employees, ~~upon successful completion of their probationary period~~ who are entitled to and chose benefits shall be granted an equivalent pro-rated number of days identified in Article 15.1 (a) of sick leave with pay retroactive to date of hire depending on the number of hours worked.
- c) ~~An~~ regular employee shall be entitled to an accrual of all unused sick leave to a maximum of 300 working days.

Article 15.3 Family Leave

When an employee is required to respond to a medical emergency or to provide care for a sick or injured member of the employee's immediate family, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) days sick leave per year, to deal with the medical emergency or care for the member of the family who is sick or injured. Immediate family is defined as: spouse, common law or life partner, child, parent, grandchild or grandparent. An employee may be required to provide a certificate from a qualified practitioner confirming the illness of

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the family member.

Article 17.6 Bereavement Leave

- a) Employees, other than time-durated or auxiliary, shall be granted up to ~~two (2)~~ three (3) consecutive weeks leave without loss of salary or wages in the case of death of a spouse, partner or a child.
- b) Time-durated employees shall be granted up to one (1) week leave without loss of salary or wages in the case of death of a spouse, partner or child.
- c) Employees, other than time-durated or auxiliary, shall be granted up to ~~one (1)~~ two (2) week's leave without loss of salary or wages in the case of ~~terminal illness or~~ death of a parent, brother, sister, ~~mother-in-law, father-in-law,~~ grandchild, or grandparent.
- d) Employees, other than time-durated or auxiliary, shall be granted up to three (3) regularly scheduled consecutive workdays' leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
- e) Regular part-time employees on benefits shall receive the equivalent number of days identified in a, c and d and will be paid the number of hours they would normally be scheduled to work for those days.
- f) The Employer shall approve reasonable extensions of bereavement leave, without pay.

New Article 17.7 Compassionate Leave - (re-number remaining)

In the case of terminal illness of a family member, the employee shall be granted the same time off as set out in Article 17.6 Bereavement Leave.

Article 17.12 Adoption Leave

Where an employee seeks leave due to legal adoption, ~~above pregnancy/parental provisions~~ the provisions in Article 17.10 Parental Leave shall apply.

Article 17.13 Special Leave

Employees shall be allowed one (1) day leave of absence with pay and without loss of seniority and benefits for the ~~following reasons:~~ Birth of male-an employee's child on the day the child is born and ~~whenif~~ the birth takes place on the employee's regular scheduled work day. The provisions of Article 17.9 Pregnancy Leave shall apply to pregnant employees.

- ~~a) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to an employee who is elected to public office, during the employee's term of office.~~

Article 18.5 Pay During Temporary Transfers - Delete (re-number remaining)

Article 18.7 Meal Overtime Allowance

- a) Employees required to work unscheduled in or emergency overtime in excess of two (2) hours overtime on any day in which the employee works a regular shift,

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either immediately before the regular shift or within thirty (30) minutes immediately following the regular shift shall be paid an additional one-half (½) hour pay at regular time in lieu of meal allowance.

- b) Employees required to work unscheduled ~~in~~ or emergency overtime in excess of four (4) hours overtime either on a day in which the employee works a regular shift or on a regular day off shall be paid an additional one half (½) hour pay at regular time in lieu of meal allowance in addition to the meal allowance set out in 18.7 (a).

Article 18.8 Educational Allowance

- a) The Employer shall reimburse the full cost of any course of instruction required by the Employer for an employee to better qualify him/her to perform his/her job, including mileage, parking, accommodation, meals, books, texts, materials, professional fees, and membership fees. Employees shall be paid one hundred per cent (100%) of the course fee upon enrolment.
- b) ~~Effective January 1, 2003, t~~The Employer shall pay the instructional costs and re-certification fees for aquatic guards for required certificates. In addition, full time aquatic guards will be paid to attend re-certification classes if the classes are only available during normally scheduled working hours.
- c) The Employer shall reimburse the full cost of the course fee of any optional course of instruction, as approved by the Employer, for employees to better qualify themselves ~~to perform their jobs for other positions with the Employer.~~ Employees shall be paid ~~seventy five (75) one hundred (100)~~ percent of the course fee, including text books, upon enrolment ~~and the balance on completion of one (1) year's subsequent employment with the Employer following successful completion of the course.~~

If the employee does not pass the course, or leaves the service of the Employer within one (1) year from completing the course, the employee will be required to repay twenty-five (25) percent of the costs to the Employer.

- d) All regular employees in an apprenticeship program shall receive their regular rate of pay while attending school during regular working hours.

Article 18.10 Pay During Temporary Transfer - Higher Classification

When an ~~outside~~ employee is appointed or requested by his/her Department Head to temporarily perform work for which a higher classification is provided, such employee shall be paid immediately the established rate quoted for the higher position to which the employee has been temporarily assigned.

Article 18.11 Pay During Temporary Transfer - Lower Classification

When an ~~outside~~ employee is directed by his/her Department Head to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the employee's regular classification.

Article 18.13 Mileage Allowance

- (a) Employees who use their own vehicle on a casual or intermittent basis shall

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receive ~~forty-two (42)~~ the greater of fifty-two (52) cents per km or the Canada Revenue Agency (CRA) rates for all kilometres so driven when authorized to do so by their supervisor.

Article 18.15 Mechanic Tool Allowance

Mechanics required to provide their own tools will receive up to four hundred and fifty dollars (~~\$250~~\$450) as a tool allowance per year. This amount will be paid directly to the supplier for such tools or paid directly to the employee with proof of purchase of such tools.

Article 18.16 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by the Employer.

The Employer will ensure that the mechanics' tools are adequately insured for loss through fire, theft and damage.

Article 20.1 Pension Plan

- (a) In addition to the Canada Pension Plan, ~~a regular full-time~~ any employee entering the service of the employer shall ~~on completion of probation~~ be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan Rules, as amended from time to time. The Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pensions Plans Act, apply to the Employer and its employees. If there is a conflict between the Municipal Pension Plan Rules and this collective agreement, then the Rules shall prevail.
- (b) ~~A regular part-time employee or time-durated employee with seniority on completion of two years of continuous service and earnings in accordance with the Municipal Pension Plan rules may participate in said pension plan.~~

Article 24.8 Uniforms

Uniforms will be supplied to regular Fire Inspector(s), Bylaw Enforcement Officer(s), Fire Prevention Officer(s), ~~Regular Icemen and Regular Janitors~~ Facility Maintenance Workers(s) employed at the Mission Leisure Centre and Police Guards(s). Each uniform will consist of one (1) jacket provided bi-annually, as well as three (3) pants and three (3) shirts provided annually.

Article 24.11 Safety Boots

- a) Where safety boots are required by the Employer, the cost of one (1) pair of boots per annum for regular employees shall be one hundred (100) per cent by the Employer up to a maximum of \$200 per pair of boots. Any increase to this amount must be only in situations where special specifications are required and the Manager authorizes the request. The boots must be purchased through Municipal Public Works Stores.
- b) A second pair of boots will be provided on the above terms annually to permanent, full-time employees working on the utility or asphalt crew, provided the worn out pair of boots is turned in at the time of replacement.

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- c) **NEW/Add:** "Regular employees requiring other types of footwear to perform the duties of their position may be considered for reimbursement up to a maximum of \$200. An example of this footwear may include a lightweight boot with good ankle support and tread."

Clarification: Employees are not entitled claim both (a) and (c).

Article 24.12 Safety Rubber Boots

Where safety rubber boots are required by the Employer, the cost of one (1) pair of boots for the regular employees shall be borne one hundred (100) per cent by the Employer up to a maximum of ~~\$75~~\$150, provided they are purchased through Municipal Public Works Stores and damaged boots are turned in at the time of replacement.

Article 42. Supplementary Vacation Entitlement

In summary, except for the transitional days credited in 1979, each employee will receive one supplementary week of vacation at the beginning of each four (4) years following completion of ~~fourteen (14)~~ ten (10) calendar years of service, with each supplementary week to be taken during the course of the four (4) year period.

Clarification only: Employees that have completed ten (10) calendar years of service and have not received their first supplementary week of vacation would be entitled to receive the one supplementary week (ie. 4 days) retroactively. This includes employees currently in their 11th, 12th, and 13th years of service only.

19. 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 the Memorandum of Agreement is signed.

Signed this 17 day of March, 2009.

Bargaining Representatives
for the Employer



Mayor James Atebe

Dennis Clark, Director of Corporate
Administration

Bargaining Representatives
for CUPE Local 1267



Donna Lee Lakes, President



Joan McPherson, Vice-President