

2016

MEMORANDUM OF AGREEMENT

between the

MUNICIPALITY OF THE VILLAGE OF LIONS BAY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THEMUNICIPALITY OF THE LION'S BAY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

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

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31st shall be increased by one and one-half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. Article 5 – Probationary Period

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the current Articles 5(c) and 5(d) be re-numbered as Article 5(d) and 5(e) and new Article 5(c) be created to read as follows:

“(c) Where a probationary employee is absent for more than ten (10) working days during the probationary period described in Articles 5(a) or 5(b) above, the probationary period may be extended at the discretion of the Employer for no more than the number of days absent.”

5. New Article 8(e) – Overtime: Provincial Emergency Program

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the current Article 8(e) be re-numbered as Article 8(f) and new Article 8(e) be created to read as follows:

“(e) Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the employees shall be paid for such overtime and callouts and shall not be permitted to receive compensating time off in lieu of being paid for the overtime or callout.”

6. Article 9 – Benefits

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefit carrier to amend the Extended Health Care

Plan by increasing the vision care coverage to three hundred and fifty (\$350.00) dollars every two (2) calendar years.

7. Article 10 – Annual Vacation

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

(a) amend Article 10(a)(i)(4) to read as follows:

“During the eleventh (11th) up to and including the nineteenth (19th) calendar year of service – twenty (20) working days.”; and

(b) amend Article 10(a)(i)(5) to read as follows:

“During the twentieth (20th) and all subsequent calendar years of service – twenty-five (25) working days.”

8. Article 15 – Posting and Filling Vacancies

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(a) to read as follows:

“(a) Postings

(i) Any new or vacant regular full-time position that the Employer intends to fill, or any temporary position whose duration is expected to exceed six (6) months, the Employer shall send the posting to all employees and the Union and shall post electronically for ten (10) calendar days.

(ii) In addition to other information, postings shall contain a general description of the position, qualifications, required knowledge and education, wage, and hours of work.

(iii) A posted position will normally be filled not later than thirty (30) days after posting of the notice. Nothing in this section, however, shall preclude cancellation of the posting. The Union shall be informed of the successful applicant within seven (7) days of the position being filled.”

9. Housekeeping

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

- (a) replace "Village Administrator" with "CAO" wherever it appears in the Collective Agreement;
- (b) amend Article 9(k) to read as follows:

"Subject to the rules of the Municipal Pension Plan, eligible employees shall be covered by the provisions of the *Public Sector Pension Plans Act*, Municipal Pension Plan."
- (c) amend Article 12(d)(i) by replacing the words "father of the child" with "non-birth parent";
- (d) amend Article 12(d)(i) subtitle "Birth Father and Adoptive Parent" with the words "Non-Birth Mother Parent" and replace the first sentence with the following words: "An employee who is the parent but is not the birth mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay.";
- (e) delete Article 12(d)(ii)(3);
- (f) amend Article 12(d)(v)(2) by replacing the current text with the following:

"Pension contributions will cease during the period of the leave. Employees may make arrangements to pay contributions on return from the leave in accordance with the Municipal Pension Plan rules.";
- (g) Article 12(d)(vi)(4)(a) by deleting the words "two week";
- (h) amend Schedule "A" to include the following positions:
 - Building Inspector (2015 rate - \$43.62)
 - Bylaw Enforcement Officer (2015 rate \$27.75)
- (i) remove all unnecessary effective dates from prior collective agreement implementations; and
- (j) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

10. **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.

11. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 3 day of May , 2018 in the MUNICIPALITY OF THE VILLAGE OF LIONS BAY.

BARGAINING REPRESENTATIVES ON BEHALF OF
EMPLOYER:

"Pamela Rooke"

"Naizam Jaffer"

"Tiffany Chung"

"Bill Duvall"

BARGAINING REPRESENTATIVES ON BEHALF OF
UNION:

"Cindy McQueen"

"Hayley Cook"

"Dan Todd"