

Memorandum of Agreement - Addendum

BETWEEN: DISTRICT OF MISSION
(herein called the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1267
(herein called the "Union")

The Employer and the Union agree to vary the terms of the collective agreement to include housekeeping, the revised format and bargained changes agreed to on March 17, 2009 to Article 12. The effective date shall be the first day of the pay period following ratification of this agreement by the Parties.

Article 12. Hours of Work

SCHEDULE 'A' AND 'D'

12.1 Schedule 'A' and 'D'

The hours of work for Schedule 'A' and 'D' employees, shall be seventy (70) hours for each two (2) week period comprised of eight (8) seven and three quarter (7¾) hour days and one (1) eight (8) hour day, between the hours of 7:00 a.m. and 7:00 p.m.

2005/2008

All employees shall work the eight (8) hour day in each two (2) week period on the next working day immediately following the employee's regularly scheduled day off for that two (2) week period. Days off shall be assigned by the Employer and will be either Monday or Friday. However, an employee's day off may be varied by mutual consent of both parties.

All scheduled work performed on Saturday or Sunday shall be on a voluntary basis, except for Schedule 'A' employees working for the R.C.M.P. Detachment.

12.2 Shifts Schedule 'A' – R.C.M.P. Detachment

For the purpose of establishing shifts for Schedule 'A' employees in the R.C.M.P. Detachment Office, the Parties hereby agree that:

(a) Day Shift – shall be between the hours of 7:00 a.m. to 5:00 p.m.

2009-2013

(b) Afternoon Shift – shall be 11:30 a.m. to 8:00 p.m.

SCHEDULE 'B'

12.3 Schedule 'B'

2009-2013

Schedule 'B' employees shall work nine (9) consecutive hours per day, thirty-six (36) hours per week, four (4) days per week, Monday to Friday inclusive, with three (3) consecutive days off. All scheduled work performed on Saturday or Sunday shall be on a voluntary basis.

By mutual agreement, Schedule 'B' employees will have the option to work and bank any one (1) of their three (3) regular days off at straight time without overtime payment.

12.4 Schedule 'B' Weekend Employee Work Schedules

1999/2001

- (a) Notwithstanding the provisions of Article 12.3 or other provisions of the Collective Agreement, it is agreed that once each calendar year Public Works employees who are posted to the weekend work schedule (weekend employees) may have their schedules changed in the manner described in Article 12.4(b), and that for such changes in work schedules, variance of the employee's third day off will be at the discretion of the Employer without overtime payment.
- (b) During the month of February the work schedule of a weekend employee may be changed to a weekday work schedule, for the continuous period between early March and early November. During the period of mid-October to mid-November, the work schedule for such employees may be changed back to the weekend work schedule.

12.5 Summer Hours

1994/1995

- (a) Notwithstanding the provisions contained in Article 12.3 and 12.4 above, summer hours may apply from June to September according to weather conditions. Such hours shall be mutually agreed upon.

1999/2001

- (b) Subject to mutual agreement between the Employer and the affected employee(s), employee(s) working in the line painting function may commence the day shift at 4:30 a.m., from the beginning of June to the end of September, without overtime payment.

1999/2001

- (c) Subject to mutual agreement between the Employer and the affected employee(s), employee(s) working in the survey function may commence the day shift at 6:00 a.m. from the beginning of May to the end of October, or for construction projects, without overtime payment.

2002/2004

- (d) Notwithstanding any other provisions of the Collective Agreement, between April 1 and October 1 of any calendar year Public Works Schedule 'B' employees may be scheduled to commence work at 6:30 a.m. without the Employer incurring overtime.

12.6 Shift – Street Sweeper/Patrol

The following set times and periods are set out for the purpose of street sweeping/patrol as follows:

- (a) Early Shift:

Between March 1st and October 31 of each year, 4:00 a.m. to 1:30 p.m.

- (b) Graveyard Shift:

November 1st and February 28 of each year, 10:30 p.m. to 8:00 a.m.

12.7 Notice of Work Schedule Change for Schedule 'B'

1999/2001 Employees whose work schedules are being changed in accordance with Article 12.4 will receive notice of such change at least one (1) week prior to the change occurring. Unless otherwise impractical, such notice will be provided to the employee at a time when the employee is at work. An employee on approved vacation will not have their expected return to work date affected by such change, unless mutually agreed between the employer and the employee.

12.8 Shifts - Schedule 'B' – Public Works and Forestry

2005/2008 For the purpose of establishing shifts and work schedules for Schedule 'B' public works and forestry employees, the Parties hereby agree that:

1994/1995 (a) Day Shift – shall be any nine (9) consecutive hours between 7:00 a.m. and 5:30 p.m., with one-half (½) hour for lunch, except those employees in the Municipal Forest who may be required to vary the regular day shift in order to comply with Fire Season Regulations.

(b) Afternoon Shift – shall be 3:30 p.m. to 1:00 a.m.

(c) Graveyard Shift – shall be 10:30 p.m. to 8:00 a.m.

1999/2001 (d) Weekday Work Schedule – shall be any four (4) consecutive days between Monday and Friday inclusive.

1999/2001 (e) Weekend Work Schedule – shall be any four (4) consecutive days which include Saturday and/or Sunday.

2009-2013 12.9 Shifts - Schedule 'B' – Police Guards

For the purpose of establishing shifts and work schedules for Schedule 'B' police guards, the Parties hereby agree that:

(a) Day Shift – shall be any hours worked between 9:00 a.m. and 3:00 p.m.

(b) Afternoon Shift – shall be any hours worked between 3:00 p.m. to 12 midnight.

(c) Graveyard Shift – shall be any hours worked between 12:00 midnight and 9:00 a.m.

2009-2013 12.10 Schedule 'B' Parks and Recreation – Hours of Work

(a) Schedule 'B' Parks and Recreation employees shall work nine (9) consecutive hours per day, thirty-six (36) hours per week, four (4) days per week, Monday to Friday inclusive, with three (3) consecutive days off, save and except the third (3rd) day off can be varied by mutual agreement with overtime payment. All scheduled work performed on Saturday or Sunday shall be on a voluntary basis.

(b) All Schedule 'B' Parks and Recreation employees whose regular work week is other than Monday to Friday inclusive may be required to work any four (4) consecutive days, followed by three (3) consecutive days of rest, save and

except the third (3rd) day off can be varied by mutual agreement without overtime payment.

2009/2013

- (c) Notwithstanding 12.10 (a), part-time Schedule 'B' facility maintenance worker I employees may work up to five (5) days per week, providing that the total hours worked in the week are less than thirty-six (36).

All time worked in excess of seven hours ten minutes (7 hours 10 minutes) shall be paid at the overtime rates, or when changes to the work week schedule are necessary, four (4) days of rest shall be provided during the fourteen (14) days immediately following the change of shift. Any regular rest day which may be lost by this provision shall be added to the annual vacation entitlement of the employee or taken consecutive to annual vacation.

1999/2001

12.11 Shifts - Schedule 'B' – Parks and Recreation

For the purpose of establishing shifts and work schedules for Schedule 'B' employees of Parks and Recreation, the Parties hereby agree that:

1994/1995

- (a) Day Shift – shall be between 7:00 a.m. to 5:00 p.m.
- (b) Afternoon Shift – shall be between 3:30 p.m. to 1:00 a.m.
- (c) Graveyard Shift – shall be between 10:30 p.m. to 8:00 a.m.

1999/2001

- (d) Weekday Work Schedule – shall be any four (4) consecutive days between Monday and Friday inclusive.

1999/2001

- (e) Weekend Work Schedule – shall be any four (4) consecutive days which include Saturday and/or Sunday.

SCHEDULE 'C'

12.12 Schedule 'C' – Hours of Work – Full-time

2002/2004

The hours of work for regular full-time and time-durated full-time Schedule 'C' employees shall be seventy (70) hours for each two (2) week period comprised of eight (8) seven and three-quarter ($7\frac{3}{4}$) hour days and one (1) eight (8) hour day.

All employees shall work the eight (8) hour day immediately following the employee's regularly scheduled day off for that two (2) week period. Consecutive days off shall be assigned by the Employer, however, an employee's day off may be varied by mutual agreement of the employee and the Employer.

1994/1995

12.13 Schedule 'C' – Hours of Work – Part-time

The hours of work for regular part-time and time-durated part-time Schedule 'C' employees shall be up to thirty-five (35) hours per week, comprised of up to five (5) consecutive days per week and up to seven (7) hours per day.

In the event such an employee works less than thirty-five (35) hours a week (Sunday to Saturday), the Employer may request the employee to work a sixth day at straight time to a maximum of seven (7) hours and to a maximum of thirty-

five (35) hours in a week for unscheduled relief of other Schedule 'C' employees. Acceptance of such hours will be at the discretion of the employee.

In the event of shift changes the minimum provisions of the Employment Standards Act related to consecutive hours free from work shall apply.

12.14 Shifts - Schedule 'C'

1994/1995
2002/2004

(a) Day Shift – shall be between 7:00 a.m. and 7:00 p.m., seven (7) days per week, except for aquatic guards and program registration/receptionists who may commence work at 5:00 a.m. without the Employer incurring overtime.

(b) Afternoon Shift – shall be between 12:00 noon and 1:00 a.m., seven (7) days per week;

(c) Graveyard Shift – shall be between 11:00 p.m. and 8:00 a.m., seven (7) days per week;

2002/2004

(d) The working hours of employees working on split shift shall be confined to seven (7) hours within ten (10) hours immediately following commencement of work. No portion of the split shift shall be less than two (2) hours in duration, and there shall be at least one-half (½) hour between splits. Except by mutual agreement of the Employer and the affected employee, no split shift will include more than two (2) splits.

Regular part-time employees shall be paid for a minimum of four (4) hours each day that the employee reports to work, however students working as regular part-time or time-durated Schedule 'C' employees shall be paid for a minimum of two (2) hours on each day they attend school and report to work. *(NOTE: This applies when school is in session. Only students are allowed to work two (2) hour shifts and the onus is on the student to maintain eligibility. Any grievance related to student hours shall be dealt with as a policy grievance.)*

1999/2001

(e) Any regular part-time or time-durated part-time employee may occupy or work in one (1) or more part-time or time-durated positions and the employee shall be paid the appropriate hourly rate for whichever position is being performed. When such employees work in positions other than Schedule 'C', overtime entitlement shall be based on the schedule in which the majority of hours are worked during the shift. Any such overtime will be earned at the rate applicable to the position the employee is occupying at the time the overtime is worked.

2009-2013

12.15 Aquatic Centre – In-Service Training

Employees employed in the Aquatic Centre, attending in service training required by the Employer, shall be paid their regular hourly rate or appropriate overtime rate.

12.16 Split Shifts - Students

Notwithstanding Article 12.14 (d), it is agreed by the Parties that the working hours of students employed during the summer on a split shift shall be confined to nine (9) hours within ten (10) hours immediately following commencement of

work.

SHIFT PREMIUMS AND OVERTIME

12.17 Shift Premium

2009-2013

(a) With the exception of part-time Schedule 'C' employees, employees working Afternoon Shift shall be paid a shift premium of six (6) per cent for all hours worked;

2009-2013

(b) With the exception of part-time Schedule 'C' employees, employees working Early Shift or Graveyard Shift shall be paid a shift premium of twelve and one-half (12.5) percent for all hours worked.

12.18 Straight Time Hours

(a) Schedule 'B' employees working less than nine (9) hours per day and Schedule 'A', 'C' and 'D' employees working less than seven and three-quarters ($7\frac{3}{4}$) hours per day or eight (8) hours per day for one (1) day in each two (2) week period, shall be paid at straight time rates for all hours worked up to nine (9) hours per day or seven and three-quarters ($7\frac{3}{4}$) hours per day or eight (8) hours per day for one day in each two (2) week period, then overtime rates shall prevail.

(b) Notwithstanding 12.18 (a), regular part-time, time-durated part-time and auxiliary Schedule 'C' employees shall be paid straight time rates for all hours worked up to seven (7) hours in a day or thirty-five (35) hours per week.

12.19 Overtime

(a) 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 ($7\frac{3}{4}$) hours per day or seventy (70) hours per each two (2) week period for Schedule 'A', 'C' and 'D'.

2009-2013

(b) Notwithstanding 12.19 (a), regular part-time, time-durated part-time and auxiliary Schedule 'C' employees shall be paid overtime for all work in excess of seven (7) hours in a day or thirty-five (35) hours per week.

(c) Employees shall be paid at time and one-half ($1\frac{1}{2}T$) 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', 'C' and 'D' employees who are working the one eight (8) hour day in a two (2) week period, the provisions of this paragraph shall apply after the employee has worked eight (8) hours on that one (1) day.

2009-2013

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

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

2005/2008

12.20 Overtime Authorization

Employees shall be paid overtime, provided the overtime is authorized by their supervisor.

1994/1995

12.21 Overtime Equalization

Overtime equalization will be provided to the extent possible.

BANKED TIME

12.22 Banking of Day Off

1999/2001

Notwithstanding other provisions of the Collective Agreement, employees may request, and may with the agreement of the Employer, work a regular day off and bank this time worked at straight time subject to the following:

- (a) Such work will be based on the operational needs of the department;
- (b) Schedule 'A', 'C' and 'D' employees may work and bank their regular day off;
- (c) **Schedule 'B' employees may work and bank any one (1) of their three (3) regular days off at straight time without overtime payment.**

2009/2013

1999/2001

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.

2009/2013

(b) Schedules 'A', 'C' and 'D' employees may bank up to **245** hours and Schedule 'B' employees may bank up to **252** hours.

2009/2013

(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.

OTHER COMPENSATION

12.24 Minimum Paid Hours

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

12.25 Call Out Pay

If an employee is "called out" they shall receive a minimum of two (2) hours pay at double (2T) time; but after completion of the duties the employee was called out for he/she may book off with a minimum of two (2) hours pay. However, the employee who books off with a minimum of two (2) hours pay shall not be entitled to a meal allowance.

1994/1995

12.26 On Call Compensation

- (a) When an employee is advised that he/she is "on call", that is, immediately available by direct telephone contact, the employee shall be paid straight time wages equal to one-half (1/2) of one (1) day's pay at the employee's regular rate of pay for each day the employee is "on call".
- (b) All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 12.19 of the Agreement. On Call duty shall be equally divided among the qualified employees.

12.27 Contact Outside of Work

- (a) If an employee is contacted outside of work to resolve a current or occurring issue, the employee shall receive compensation of one (1) hour at the applicable overtime rate.
- (b) If other calls occur during the initial one (1) hour period, no additional compensation will be paid.
- (c) If the employee receives additional calls outside the initial one (1) hour period, then compensation will be paid at the same rate as above.
- (d) Calls of an incidental nature will not be compensated.

2005/2008

12.28 Break Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift.

12.29 Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required.

12.30 Notice of Change of Shift

Twenty-four (24) hours notice shall be given before change of shift. Failure to

provide at least fifteen (15) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period, except for employees who have worked seven (7) hours or less in the previous shift.

1999/2001

12.31 Notice of Work Schedule Change for Schedules 'A', 'C' and 'D'

Employees whose work schedules are being changed other than in accordance with Article 12.4 will receive notice of such change at least one (1) week prior to the change occurring in situations when the Employer can reasonably predict the requirement for work schedule changes, or twenty four (24) hours notice when the Employer cannot reasonably predict the requirement for work schedule changes.

Unless otherwise impractical, such notice will be provided to the employee at a time when the employee is at work. An employee on approved vacation will not have their expected return to work date affected by such change, unless mutually agreed between the Employer and the employee.

2002/2004

12.32 Municipal Forest Fire Fighting

For the day a fire in the Municipal Forest is reported, plus the following day, any employees in the Municipal Forest that are required to help fight or control the fire will be paid:

- (a) For the first two (2) days, normal straight time and overtime rates as specified in the current Collective Agreement between the District of Mission and Canadian Union of Public Employees, Local No. 1267 (i.e. for Schedule 'B' employees, this would mean straight time applies to the first nine (9) hours worked in the shift if scheduled on a usual working day while overtime rates would apply after this shift; for Schedule 'A' employees this would mean straight time applies to the first seven and three quarters (7¾) hours worked in the shift if scheduled on a usual working day while overtime rates would apply after this shift. For fire fighting time worked during this two (2) day period on a rest day, overtime rates will apply from the start of the shift).
- (b) From the third day on, all employees engaged in fire fighting in the Municipal Forest shall be paid at straight time rates for all time worked provided, however, that the fire was not started purposely by the Employer for the purpose of disposing of slash or wood residue and requires active measures to extinguish.

Interpretive notes:

Clarify in Article 12.31: "provided, however, that the fire has not been started by the Employer" means where a fire has purposely been started by the District of Mission for the purpose of disposing of slash or wood residue and requires active measures to extinguish. A fire that is accidentally or inadvertently started by the District of Mission would be subject to the conditions of section 12.18 above. A fire that is defined as in the first sentence of this paragraph, would be subject to all regular overtime provisions in the current Collective Agreement between the District of Mission and CUPE Local No. 1267.

Clarify in Article 12.31: "employees in the Municipal Forest" means any District of Mission Forestry Department employee.

"Fire fighting and/or control" shall mean the act or process of suppression to the point when the fire requires fire patrol or watching only

"Municipal Forest" shall mean the lands contained in Mission Tree Farm Licence 26 or land

adjacent where fire would threaten TFL 26.

Non-Forestry Department District of Mission employees are subject to receiving normal overtime compensation during fire fighting, which means, from the third day on, that some employees will receive straight time rates while others get overtime rates. As such, the District of Mission may choose to control this situation by limiting the involvement of those receiving overtime rates.

Article 18. Payment of Wages and Allowances

2009-2013


18.1 Annual Salary

The full-time equivalent salary for Schedule 'B' employees is based on 1872 hours per year, and for Schedules 'A', 'C' and 'D' it is based on 1820 hours per year.

Renumber remaining Article.

DATED at Mission, British Columbia, this 23 day of July, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION


Dennis Clark
DIRECTOR OF CORPORATE


Kathryn Bekkering
MANAGER OF HUMAN RESOURCES

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1267


Donna-Lee Lakes *09/07/09*
PRESIDENT CUPE LOCAL 1267


Joan McPherson *09/07/09*
VICE-PRESIDENT CUPE LOCAL 1267