2007 – 2011

MEMORANDUM OF AGREEMENT

between the

GREATER VANCOUVER REGIONAL DISTRICT
(hereinafter called "the Employer")

and the

TEAMSTERS LOCAL UNION NO. 31
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE GREATER VANCOUVER REGIONAL DISTRICT (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU APPROVES, THEN TO THE GREATER VANCOUVER REGIONAL DISTRICT BOARD, AND THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE TEAMSTERS LOCAL UNION No. 31 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below. All changes are effective on date of ratification unless otherwise noted.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 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**

(a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31st shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

(b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31st shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

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(c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31st shall be increased by three and one-half percent (3½%). The new hourly rates shall be rounded to the nearest whole cent.

(d) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31st shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

(e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31st shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

COMMENTARY

The above noted term and wages reflect the standard settlement pattern for Lower Mainland municipal agreements.

4. **Special Adjustments**

Effective the first pay period following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following adjustments:

Adjust the:

- Financial Analyst (T183) from PG 26 to PG 27
- Senior Financial Analyst (T275) from Pay Grade 28 to PG 29.
- Financial Systems Analyst (T223) from PG 28 to PG 29
- Accounting Supervisor (T339) from PG 28 to PG 29
- Librarian (T268) from PG 25 to PG 27.

5. **Clause 5.2 – Shift Differential**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.2 to read as follows:

> "Any positions mutually agreed between the Employer and the Union shall be paid a shift differential of eighty-five cents (85¢) per hour for all regular hours required to be worked after 5:00 p.m. and before 7:00 a.m."

6. **Clause 7 – Mileage**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 7(a) to read as follows:

> "Mileage allowances are in accordance with the Employer's policy which is to follow the CRA guidelines. The Employer will notify the Union each time an adjustment is made where there is a monetary change in the guidelines."

COMMENTARY

This change does not affect the amount of money paid for mileage. It simply clarifies the language to reflect that the 'Letters of Information' currently referred to in Clause 7(a) reflect Canada Revenue Agency guidelines for the payment of mileage expenses.

7. **Clause 8.1(d) – Remote Access/Overtime**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new provision as 8.1(d) to read as follows:

> "Notwithstanding Clause 8.2, Callout, when a Corporate Services employee working in Information Technology and authorized by their exempt supervisor or delegate to perform after-hours support, receives a telephone call or e-mail and is able to resolve the problem over the telephone or by computer or by other electronic means within a 15 minute period and without reporting to a worksite, then no overtime will be paid. If a resolution to the problem requires more than 15 minutes, the employee shall be paid at double the employee's rate of pay for the time actually worked rounded to the nearest quarter (¼) hour with a minimum payment of one quarter (¼) hour."

and re-letter the remainder of the Clause.

8. **Clause 8.1(d) – Banked Overtime**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 8.1(d) by re-lettering the provision to 8.1(e) and amending it to read as follows:

> "(e) Banked Overtime
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> An employee who has worked overtime and who requests compensating time off in lieu of being paid for overtime shall be credited with such compensating time off providing the granting of such time off shall be at the discretion of the department head. Compensating time off will be equivalent to the number of hours for which the employee would have been paid for the overtime worked. (Such overtime shall be calculated in the manner set forth in Clause 8.1(c).)
>
> If all of the credited compensating time off has not been used by October 31st of the next year following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the Employer for any reason, whichever event occurs first, the employee shall be paid in cash for the overtime for which no compensation was received at the rate at which it was earned."

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COMMENTARY

The provision extends the time that overtime banked during the previous calendar year is available for use as time off from August 31 to October 31.

9. **Clause 9.1 – Vacations**

Effective 2009 January 01, the Employer and the Union agree to:

(a) amend Clause 9.1(b) to read as follows:

> "In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (½) worked by December 31st."

(b) During the sixteenth up to and including the twenty-second calendar year of service, an employee shall be granted an annual vacation of twenty-five (25) working days.

(c) During the twenty-third and all subsequent calendar years of service, an employee shall be granted an annual vacation of thirty (30) working days.

(d) add a new paragraph (h) to Clause 9.1 of the Collective Agreement to read:

> "Upon hire, an employee's vacation entitlement under Clause 9.1 (b) and (c) may be increased by five (5) working days at the discretion of the Manager - Human Resources or designate to meet recruitment circumstances. New employees who receive recognition for service under this provision will not receive recognition in other areas such as but not limited to seniority or length of service and will not receive further recognition for future vacation entitlements until the employee has reached the appropriate service level to trigger additional vacation entitlements."

and reletter the remaining provisions.

(e) amend Clause 9.1(l)(i) to read:

> "An employee who is entitled to three weeks or more of annual vacation may opt to defer the taking of not more than two (2) weeks of such annual vacation in any year."

(f) delete Clause 9.1(l)(ii); and

(g) amend the last paragraph of Clause 9.1(l) to read as follows:

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"PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(l) shall be five (5) weeks."

COMMENTARY

These changes provide for an improvement in the first year vacation and in the twenty-third year, an increase in the amount of vacation employees can bank and some discretion to vary the vacation schedule for recruiting purposes.

10. **Clause 9.2 – Public Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.2(a) to read as follows:

"(a) Public Holidays and Eligibility

Regular Full-Time Employees and Temporary Full-Time Employees who are on duty or on paid leave and have worked at least fifteen (15) of the last thirty (30) days prior to the public holiday are entitled to a holiday with pay.

Eligible employees are entitled to the following public holidays, namely:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the Province of British Columbia."

COMMENTARY

This provision gives assurance that any new provincially declared public holiday will be recognized at Metro Vancouver.

11. **Clause 10.1 – Survivor Benefits – EHB and Dental**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.1(b) to read as follows:

"(b) The Extended Health and Dental plans shall include survivor benefits, in accordance with the rules of the plans, for a period of three (3) months in the event of the death of an

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employee while employed by the GVRD and covered under these plans."

COMMENTARY

This provision ensures that the dependents of an employee, faced with the loss of a family member, have access to extended health and dental services for three months following the event, and adequate time to make an informed decision on replacement coverage.

12. **Clause 10.2(a) – Medical**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the last sentence of Clause 10.2(a) to read as follows:

> "The Employer shall pay seventy-five percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium."

13. **Clause 10.2(c)(ii) – Extended Health**

Effective the first of the month following date of ratification of the Memorandum of Agreement, the Employer agrees to amend Clause 10.2(c)(ii) to read as follows:

> "The Employer shall pay seventy percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium for the Extended Health Care Plan."

14. **Clause 10.4 - Group Life/AD&D**

Effective the first of the month following date of ratification of the Memorandum of Agreement, the Employer agrees to amend the last sentence of Clause 10.4(a) to read as follows:

> "The Employer shall pay eighty percent (80%) of the premiums and the employee shall pay twenty percent (20%) of the premiums for coverage to the date of the employee's retirement or, age 65, whichever date first occurs."

15. **Clause 10.2(c)(i) – Extended Health**

(a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.2(c)(i) to read as follows:

"Extended Health

(c) (i) Regular Full-Time Employees and Temporary Full-Time Employees who have completed six months' continuous service shall be entitled to be insured

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under the Extended Health Care Plan. The Plan shall contain, among other benefits, a vision care option ($450.00 per person, payable per twenty-four (24) month period), coverage for hearing aids, coverage for orthopedic shoes, coverage for orthotics in the amount of $300.00 per person per five 5 calendar years, diabetic equipment and supplies, ostomy supplies, coverage for oral contraceptives, coverage for clinical psychologist services of $700.00 per year (increasing to $1000 effective the first of the month following the date of ratification of the Memorandum of Agreement) and coverage for eye examinations in the amount of $75.00 per person every twenty-four (24) months (increasing to $100.00, effective the first of the month following the date of ratification of the Memorandum of Agreement); The deductible remains $100.00 per calendar year per family. The lifetime maximum coverage under this Plan will be $1 million dollars per person."

(b) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer agrees to instruct the carrier to adjust the hearing aid limits from the current $400 per person per five (5) calendar years to $700 per person per five (5) calendar years"

COMMENTARY

The vision care coverage listed above will continue to provide for an employee to choose to spend all or part of their vision care benefit on laser eye surgery. The coverage levels noted above are consistent with Lower Mainland municipal agreements bargained by Labour Relations where limits on benefits already existed.

16. **Extended Health Benefits**

Effective as soon as possible following the date of ratification, the Employer agrees to instruct the carrier to amend the Extended Health Care Plan to provide for a combined maximum paramedical benefit of $1,500.00 per person covered per calendar year. This benefit will cover fees for the following services (replacing the current limits listed below) provided by a practitioner registered to practice in the Province in which service is rendered:

• physiotherapy • massage therapy	(current combined annual limit of $800)
• chiropractor • naturopath	(current combined annual limit of $500)
• podiatrist	(current annual limit of $350)
• acupuncture	(current annual limit of $200)

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• speech therapy;	(current annual limit of $100)

Note that the $1500 annual limit for the services listed above is in addition to the improved $1000 annual limit for the services of a registered psychologist in #14 above.

COMMENTARY

Employees generally only use two or three paramedical services in a given year. The current structure of individual limits restricts the amount of money available to employees for each of these services. A $1,500 combined limit allows employees to spend more on the services actually used. For example, chiropractic and naturopathy are jointly limited to a total of $500 per year for both services. By moving to an overall combined paramedical limit of $1,500, employees will have greater access to the specific paramedical services they require. Should only chiropractic and/or naturopathy be necessary, the employee would have three times the coverage available for this service.

Because of the flexibility it offers, this benefit structure exceeds those available in other Lower Mainland municipal agreements.

17. **Clause 10.4 – Group Life/AD&D**

Effective the first of the month following the date of ratification, the Employer and the Union agree to amend Clause 10.4 by replacing the words "1½ times salary" with "two times salary".

18. **Special Leave Days**

Effective 2009 January 01, the Employer and the Union agree to establish a new Special Leave Days benefit by making the following changes to the Collective Agreement:

(a) replace Clause 11.1(d) with the following:

"(d) Special Leave Days

(i) Regular Full-Time Employees will receive ten (10) Special Leave Days per calendar year, credited on January 1 and prorated in any partial calendar year of employment (first year, last year, any unpaid leave). Temporary Full-Time Employees will receive one (1) Special Leave Day following each full calendar month worked, to a maximum of ten (10) days per calendar year;

(ii) Special Leave Days will be scheduled at the request of the employee subject to the approval of the supervisor based on operational requirements.

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(iii) Special Leave Days must be used not later than April 30th of the year following their credit. Unused days will not be banked, carried forward, or paid out in cash.

(iv) Employees will work in accordance with Clause 11.1(b) of the Collective Agreement and shall receive pay for seven and one-quarter (7.25) hours for each full day worked or on paid leave."

(b) amend Schedule "B" by adding "Clause 11.1(d) Special Leave Days" to the list in Section A, and adding a new part 6 to Section B to read as follows (and renumber the balance of Section B):

"6. SPECIAL LEAVE DAYS

Regular Part-Time Employees are entitled to Special Leave Days in accordance with the provisions of Clause 11.1(d) on a prorated basis, calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.";

(c) amend the Letter of Understanding re Job Sharing by adding the following words at the beginning of Section IV paragraph 2(b): "Special Leave Days and";

(d) amend Clause 11.1(b) to read as follows:

"The normal hours of work of employees shall be from 8:00 a.m. to 4:30 p.m. except as otherwise specified by the Departmental supervisor, with an unpaid lunch period of 60 minutes, and two paid rest periods of 15 minutes each. Sections which, because of the scope of their work, could not efficiently operate during the above listed hours, shall have their work periods jointly reviewed and mutually adjusted.";

(e) amend Clause 11.1(f)(1) as follows:

"employees shall work one hundred and fifty (150) hours in each four (4) week period (two (2) pay periods), inclusive of five (5) hours of unpaid time;";

(f) delete Clause 10.6.2(d) - Family Illness Leave from the Collective Agreement; and,

(g) amend Clause 11.1(e) to read as follows:

"An employee's daily start time may be varied by up to one (1) hour in either direction by mutual agreement between the employee

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and the supervisor, subject to the operational requirements of the Employer: provided that such variance shall not trigger overtime, shift premium, or any other premium payment."

COMMENTARY

This provision addresses the Union's proposal for more flexibility in hours of work by creating a new leave plan. In exchange for this additional paid time off, the normal work day has been adjusted. In addition, the two existing family illness leave days have been allocated to the new Special Leave Days plan. Family illnesses can no longer be coded to sick leave, and therefore sick leave is preserved exclusively for employee illness and medical appointments. The daily start and stop time has been adjusted to allow flexibility in those times subject to operational needs and supervisor approval.

19. **Clause 10.8 - Royal Bank Group Savings Plan**

Effective as soon as possible after the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to replace the Royal Trust Retirement Savings Plan with a new savings premium by replacing:

(a) Clause 10.8 with the following:

"10.8 Savings Premium

Eligibility for the savings premium will take effect at the commencement of employment. Temporary Full-Time Employees may participate after one (1) year of continuous service.

The Employer will contribute one and one-half percent (1½%) of the basic salary of the employee eligible for the premium. As is currently the case this Savings Premium shall not be pensionable earnings nor shall it be considered salary for the purposes of the Group Life/AD&D benefit.";

(b) item B3(b)(v) in Schedule "B" with the following:

"(v) Savings Premium

The premium for Regular Part-Time Employees will take effect at the commencement of employment. The Employer will contribute one and one-half percent (1½%) of the basic salary of the employee eligible for the premium. As is currently the case this Savings Premium shall not be pensionable earnings nor shall it be considered salary for the purposes of the Group Life/AD&D benefit."; and,

(c) item IV 3(f) in Letter of Understanding – Job Sharing with the following:

"(f) Savings Premium

The employee shall continue to be entitled to the savings premium on the basis of one and one-half percent (1½%) of the reduced earnings."

COMMENTARY

This provision does not change the amount of the current benefit which sees Metro Vancouver matching contributions of 1.5% of salary provided employees participate in the Royal Bank plan. The change to a savings plan simply takes the 1.5% Metro Vancouver contribution and adds it to the employee's biweekly cheque as a savings premium. It no longer requires employees to participate in the Royal Bank plan.

For those employees wishing to minimize the impact of this change, a transition process will be provided to assist them in keeping their existing Royal Bank investment or RRSP accounts and switching from payroll deduction to automatic debit for ongoing contributions.

The change results in significantly more flexibility for employees:

- Receiving the premium is not contingent on the employee's participation in the RBC plan.
- Employees can choose to use or direct their funds as they see fit.
- Employees are not required to use the Royal Bank, or be limited to the investments available in the RBC plans.
- Employees are not limited in the amounts they wish to direct to their investment or RRSP account – under the current plan, the maximum contribution is 6% employee plus 1.5% employer.

If the current plan remains unchanged, new guidelines for 'capital accumulation plans' would require Metro Vancouver to significantly increase oversight of investment activities in the plan. Among the new requirements, Metro Vancouver would be required to assess the appropriateness of employees' investment decisions and risk levels. Metro Vancouver believes that these assessments are best left to individual employees in consultation with their respective financial advisors.

20. **Clause 10.13 - Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add "step-parent" and after the word "parent", add "step-child" after "child" in the second line and to add "step-parent–in-law" after the words "parent-in-law".

COMMENTARY

This provision expands the application of compassionate leave to include the death of a step-child, step-parent or step-parent-in-law.

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21. **Clause 10.11 – Municipal Pension Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.11 to read as follows:

"10.11 Municipal Pension Plan

All eligible employees, as determined by the rules of the Municipal Pension Plan, shall participate in the Plan under its governing legislation and rules upon completion of six (6) months of service. Where an employee chooses to extend their pensionable service by purchasing time served in a probationary capacity with the Employer which has not previously been considered as pensionable service, the Employer shall pay one-half (½) of the costs to extend such service. This provision is subject to the provisions of the Municipal Pension Plan and the maximum time that the Employer will cost-share with the employee is six (6) months."

COMMENTARY

This provision updates the language on purchase of service to reflect the current practice and recognize that Municipal Pension Plan rules govern the purchase of service process. It does not change an employee's entitlement to purchase probationary service on a 50% cost shared basis.

22. **Benefits Committee – Sick Leave Restructuring and Long Term Disability**

"Should the Union declare, during the term of this Agreement, an interest in exploring options for restructuring the sick leave benefit to include longer term disability coverage, the Employer will participate in a Benefits Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer, convened specifically for this purpose. Such exploration will review plan designs that have the potential to extend the duration of coverage while containing the overall costs of the plan at or near current levels. The terms and conditions of any new plan will reside in a plan document outside the Collective Agreement, and will recognize the rules and regulations included in the insurance carrier's contract. Where the committee reaches an agreement, then subject to the approval of the principals (the Teamsters Membership and the Metro Vancouver Board) such a plan may be implemented during the term of the Agreement."

COMMENTARY

The options for designing a sick leave and long term disability plan that balances the needs and interests of both the employees and Metro Vancouver are varied and complex, requiring significant research, consultation and discussion. This process is best completed during the term of the Agreement.

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23. **Exclusions**

As soon as possible following the date of ratification of the Memorandum of Agreement, the following classifications will be excluded from the bargaining unit:

- Payroll Assistant (1 incumbent, 1 vacancy)
- Benefits Administration Clerk (1 incumbent)
- Corporate Secretary-Program Assistant (1 incumbent).

On a one-time basis the Employer will offer each affected incumbent the option of remaining in the classification as an exempt employee or Union member. Incumbents choosing to remain in the Union will be grandparented as Union members in their current position, and once vacated by the incumbent, the position will be excluded.

24. **Clause 11.1(f) – Work Week**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following classifications to the list of classes in Clause 11.1(f):

- Landscape Architect
- Regional Planner II - Parks (a.k.a. Planning Unit Leader)
- Natural Resource Management Specialist

COMMENTARY

This provision adds three classifications to the flexible work week provision, which allows employees in specific classifications to design flexible schedules within certain parameters and with the concurrence of their supervisor. The last classification is new and has been added as a result of the evolving needs of the Parks Department otherwise it would have been tabled earlier.

25. **Clause 11.3.1 - Promotional Policy**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph (f) to Clause 11.3.1 to read as follows:

> "Upon the Union filing a grievance alleging a breach of Clause 11.3.1(b), the Union may request and the Employer will provide:
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> (a) application forms, resumés and academic and technical certificates submitted by the successful candidate(s) and by the grieving employee; and
>
> (b) test scores and rating charts and interview notes for the successful candidate(s) and for the grieving employee.
>
> The Employer may remove personal identifiers such as names, social insurance numbers, and contact information or other personal information that does not relate to qualifications for the job or seniority.

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The purpose of this disclosure is for the Union to ensure compliance by the Employer with the terms of Clause 11.3.1(b) in its job selection processes. The Union will keep such information confidential, and use it only for the purpose for which it was disclosed, and in compliance with the *Freedom of Information and Protection of Privacy Act* (the "*Act*").

The parties recognize and agree that this clause must be administered in a manner consistent with the *Act*."

COMMENTARY

In the event of a non-selection grievance, the Freedom of Information and Protection of Privacy Act requires that the Union seek an arbitrator's order before information about the competition is released. This provision allows for the release of specific information to the Union in compliance with the Act, and without the requirement of an arbitrator's order.

26. **Clause 11.9 - Human Resources Record**

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

(a) Clause 11.9(a) to read as follows:

> "A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's file, with a copy forwarded to the Union unless the employee requests otherwise."; and,

(b) Clause 11.9(c) to read as follows:

> "Provided an employee has given the Human Resources Manager or designate two (2) working days' notice, they may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Human Resources Manager or designate."

COMMENTARY

This changes the language in part (b) to require notice, rather than permission. It also adds a provision requiring Metro Vancouver to copy the Union on disciplinary matters, unless the employee objects.

27. **Schedule "A", Note (d) – First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule "A", Note (d), by

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increasing the OFA Level II premium from "$85 per month" to "$125 per month" and from "55¢ per hour" to "80¢ per hour"; and by increasing the OFA Level III premium from "$100 per month" to "$145 per month" and from "65¢ per hour" to "95¢ per hour".

28 **Housekeeping**

Effective 2007 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement. Such items also include amendments as follows:

(a) effective the date of ratification of the Memorandum of Agreement, amend Clause 5.4 to read as follows:

> "Effective Date for Individual Adjustments
>
> Individual pay adjustments arising from periodic increments, re-evaluations and promotions (but not for acting in a higher capacity) are to become effective on the date of the change."

(b) amend Clauses 9.1(e) and (f) by deleting the first sentence in each Clause;

(c) effective the date of ratification of the Memorandum of Agreement, amend Article 10.4(a) to reflect the current practice that life insurance is rounded to the next higher multiple of $1,000, not the next lower;

(d) update Clause 11.1(f) by deleting the title "Volunteer Coordinator" and reflecting the reclassification of "Special Events Coordinator" to the new title of "Special and Community Events Coordinator";

(e) amalgamate Clause 11.4(e), Clause 15.3 – Employment of Students, and the Letter of Understanding re Grant Employment into one section of the Collective Agreement;

(f) update the list of names in Schedule "D" by removing the names "Judy M. Olson", "Eleanor M. Boldt", "Josefina L. Hizon" and "Stipe Skoko";

(g) delete COLA references on the last page of Schedule "A";

(h) update Schedule "A" to reflect current classifications;

(i) add the words "six (6)" before the word "calendar" in the sixth line of Schedule "B", item 3(b)(iii);

(j) update all references in the Collective Agreement regarding the percent in lieu paid to Part-Time and Auxiliary Employees and its status as pensionable earnings;

(k) replace the term "Administrator, Human Resources" with "Human Resources Service Division Manager" wherever it appears in the Agreement;

(l) delete expired effective dates; and,

(m) the following Letters of Understanding are carried forward and effective for the term of the new Agreement, subject to any specific amendments included in this Memorandum:

- Job Sharing
- Union Initiation Fees
- Market Premiums.

Note: the housekeeping items removed from this package related to the subjects of benefit plans and hours of work were issues of clarification only and their withdrawal is done on a without prejudice basis to the language contained in the Agreement.

29. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to a Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement, together with a sentence referencing its effective date.

30. **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 this Memorandum of Agreement is signed.

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Signed this 12th day of September, 2008.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER:

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Malcolm Gilson
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Tony Cheong
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BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:

Tom Nelson
____

Rod Blachl
____

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