

MEMORANDUM OF SETTLEMENT

Between

HORNBY ISLAND RESIDENTS' AND RATEPAYERS' ASSOCIATION

(the "Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

(the "Union")

(Together called the "Parties")

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended agreed to articles, to their respective principals. The appended agreements are the only amendments to the **January 1, 2023 to December 31, 2026** Collective Agreement (hereinafter called the "Current Collective Agreement").

1. **Provisions of the Current Collective Agreement Remain in Effect**

All provisions of the Current Collective Agreement shall remain in effect until December 31, 2026. The changes that follow and as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

2. **Amendments and Alterations Agreed to in Negotiation Meetings**

All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the "Renewal Collective Agreement" and will be effective January 1, 2027:

HOUSEKEEPING CHANGES

The parties shall perform any and all "general housekeeping" required to the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used, or to more accurately reflect the original intent of the parties, provided that any change resulting from this undertaking will not change original intent in any way, and each such change is specifically agreeable to both parties.

Without limiting the general nature of this undertaking, the following housekeeping changes shall be made at the time of preparing the legal documents for execution: All housekeeping will be shown in italics.

<i>Headers</i>	<i>Update, as required</i>
<i>Spacing</i>	<i>Correct any spacing errors throughout Agreement (one space between sentences, one line between numbered/lettered clauses and sub-clauses, two lines before articles, except when they are at the top of the page). Replace paragraph setting spacings with hard returns throughout the body of the CA.</i>
<i>Font</i>	<i>Change font to Arial (CUPE standard) throughout the CA – 12 point for body text.</i>
<i>Dates</i>	<i>Revise dates to reflect upcoming CA.</i>
<i>Margins</i>	<i>Throughout CA, set page margins at 2.5 cm each.</i>
<i>Left align body text</i>	<i>Throughout CA, left align (versus right and left justified) body text for ease of reading.</i>
<i>Agreement opening statement</i>	<i>Standardize & capitalize "agreement" and "collective agreement" throughout CA for consistency.</i>

<i>Realign tabs on clauses</i>	<p><i>For first level of clause, set at 1.25 cm with hanging indent on the margin.</i></p> <p><i>For second level (first subclause) of clause, set at 2 cm with hanging indent at 1.25 cm.</i></p> <p><i>For third level (second subclause), set at 3 cm with hanging indent at 2 cm.</i></p>
<i>Grammar</i>	<i>Correct spelling errors, poorly constructed sentences, capitalization inconsistencies, possession, agreement of tenses, etc.</i>
<i>Punctuation</i>	<i>Correct inconsistent bulleting, remove/insert commas/colons as appropriate, etc.</i>
<i>Append</i>	<i>New Local Memorandum of Agreement</i>
<i>Ensure bulleting is consistent throughout CA (except LOAs)</i>	<p><i>First-tier bullets: X.XX (e.g., 2.05 or 13.16)</i></p> <p><i>Second-tier bullets: (a), (b), etc.</i></p> <p><i>Third-tier bullets: (i), (ii), etc.</i></p>
<i>Spacing</i>	<i>Ensure only one space between sentences and one line between bulleted phrases and paragraphs. There should be a two-line space before each article unless it is the first item on a page.</i>
<i>Left align body text</i>	<i>Ragged right edge versus right and left justified.</i>
<i>Be consistent with capitalizations throughout the CA</i>	

TOC	<i>Make margins consistent with the rest of the document. Standardize spacing, etc.</i>
Headers	<i>Set article headers to 12 point Arial, bold and underscored. Set clause headers to 12 point Arial.</i>
Preamble	<i>Lowercase first letter in each line as they are not complete sentences in and of themselves; but, in fact, comprise part of a whole sentence starting with "And whereas...." above.</i>
Preamble	<i>Place a comma after "2019" in the paragraph following the list previously mentioned.</i>
	<u>Change "Union" to "CUPE556"</u>
Rate Payers	Change to Ratepayers throughout agreement

1.02 Term Employee

Term employees shall only be utilized for replacing employees on leave or for work of a specified time not exceeding six (6) months **or up to eighteen months for maternity, parental, adoption and surrogacy leave**. The term may be extended by mutual agreement of the parties.

Term employees will only be used in the event that regular employees are unavailable or not qualified for the term work.

- (a) Health and Welfare Benefits - upon completion of the probationary period, employees working fewer than 20 hours per week will receive an additional ten percent (10%) of regular hourly wages in lieu of health and welfare benefits. Sick leave entitlement will accrue in accordance with Article 22.
- (b) Vacation Pay shall be pro-rated and paid out in accordance with Article 21.
- (c) If a term employee posts into a regular position, seniority shall apply from the start of the most recent continuous term of work without a break in service exceeding thirty (30) days.

3.03 Right of Representation

- (a) The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.

- (b) Such representative(s)/advisor(s) shall have access to the Employer's premises at 3600 Central Road **and any site employees work from in their capacity** in order to deal with any matters arising out of this Collective Agreement.

8.01 Correspondence

Except as otherwise stated in this Agreement all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the HIRRA of the Employer and the Unit Vice-President of ~~the Union~~ **CUPE 556** with a copy to the ~~Recording Secretary~~ **President of the Union CUPE 556**.

8.02 Notification

~~The Union~~ **CUPE 556** shall be notified in writing of all promotions, lay-offs, transfers, hirings, recalls, terminations of employment ~~within one (1) pay period~~ **the same day the employee receives it.**

10.01 Grievance Procedure

In the event that any difference arises out of the interpretation, application or alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of normal work in the following manner:

Step 1

Within five (5) working days of the employee becoming aware of the matter the employee shall attempt to resolve the matter in discussion with their manager. The manager shall clearly advise the employee as to the result of this action and the reasons why.

Step 2

Where the discussion at Step 1 does not resolve the matter, ~~the employee~~ **CUPE 556** may file ~~their request~~ **grievance** in writing to their Manager within five (5) working days of the meeting. Within five (5) working days of the receipt of the request from the employee, the Manager shall respond in writing. The Manager must, in writing, provide any and all related information to the employee that it has available.

Step 3

If no settlement is reached at Step 2, ~~the aggrieved employee~~ **CUPE 556** shall submit the grievance in writing to the Employer within ten working days of the Managers response provided at Step 2. The recipients shall meet with the employee and Union shop steward, or other Union representative of CUPE ~~Local~~ 556 within ten (10) working days of the submission of the grievance to the Employer, in an attempt to reach a satisfactory settlement. The Employer will advise the Union in writing of its response to the grievance within five (5) working days of the meeting.

Step 4

Where no settlement is reached through the foregoing procedure, the grievance may be referred to grievance mediation, by mutual agreement, through the Labour Relations Board (LRB). Each party shall pay its own expenses and costs of mediation, and one-half (1/2) the compensation and expenses of the mediator.

If there is no agreement between the parties to move to grievance mediation, then it shall be submitted to arbitration as outlined in Article 11.

11.02 Decision of the Arbitrator

The decision of the Arbitrator shall be in writing, ~~preferably within one (1) month,~~ and shall be final, binding, and enforceable on the parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

18.01 Recycling Depot Employees

(a) Standard Hours

(i) Prior to commencing employment, standard hours of work for all staff will be determined by the Manager based on operational needs at the HIRRA Recycling Depot.

(ii) Days and hours of work will be confirmed by an Offer of Employment letter which indicates the type of employment status offered as well as hours of work and days of work as applicable.

(iii) Subject to changes in operational need, the current hours of work will be up to five (5) hours per day for up to five (5) consecutive days between Thursday and Monday, between 8:30 a.m. and 1:30 p.m.

(iv) From the second week of May until the second week of September Site attendant hours of work will be up to five (5) hours per day for up to five (5) consecutive days between Thursday and Monday, between 8:30 a.m. and 2:30 p.m.

18.02 Call-in coverage list:

A list shall be posted in the Office for employees to put their names and designated days that they are available for call-in to cover vacancies. The list will be reviewed semi-annually.

19.01 Overtime Defined

Overtime will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Overtime shall be paid at the rate ~~of time and one half (1-1/2x) for the first two (2) hours and double time (2x) thereafter.~~

21.01 Annual Vacation Entitlement

Annual vacation entitlement shall be as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Percentage of Regular Pay</u>
<u>Up to one (1) year (1)</u>	<u>Pro-rated on ten days (10)</u>	<u>Four percent (4%)</u>
<u>After one up to seven years (1-7)</u>	<u>Fifteen days (15)</u>	<u>Six percent (6%)</u>
<u>From eight up to eleven years (8-11)</u>	<u>Twenty days (20)</u>	<u>Eight percent (8%)</u>
<u>After eleven years (11+)</u>	<u>Twenty-five days (25)</u>	<u>Ten percent (10%)</u>
Fifteen years or greater	Thirty days (30)	Twelve percent (12%)

*A week is defined as the number of hours worked in a regularly scheduled work week.

22.02 Sick Leave Status

- (a) Employees on sick leave for a period in excess ~~of three (3)~~ **five (5) consecutive** days may be required to provide the Employer with a medical practitioner document regarding their expected date of return to work.
- (b) Employees will be reimbursed upon the production of receipts where medical status reports are required by the Employer.
- (c) Where the employee is under a WorkSafeBC claim and a medical status report is required to return to work, the Employer will pay one-hundred percent (100%) of the cost.
- (d) Sick Leave may be used in the event of illness of an employee's immediate family when no one at the employee's home other than the employee can provide for their needs.

23.02 Maternity, Leave and Parental, Leave-Adoption and Surrogacy Leave

The Employer will grant maternity and parental leave without pay, in accordance with the *Employment Standards Act*

24.03 Pay on Temporary Transfer to a Higher Classification

When an employee is directed by their manager to perform the duties of any position with a higher rate of pay, they shall receive increased pay for the period so worked at the superior position. If an employee works for ~~four (4)~~ **two (2)** hours or more in a day at a higher classification, they will receive the higher rate for the day.

NEW*

24.04 Special Allowance

Employees breaking down mattresses will be paid \$3.00 per mattress.

NEW* 28.06

And renumber accordingly

Employees who wish to have a membership to Hornby Is. Athletic Association will be reimbursed for their membership once a year upon proof of purchase.

ARTICLE XX - TBA

NEW* Letter of Understanding 3?

HIRRA and CUPE 556 will enter into a Letter of Agreement to pursue an understanding of the process of bringing the Municipal Pension Plan to its workforce, and implementation of pension to the CUPE 556 members.

ARTICLE XX – COST OF LIVING ALLOWANCE (COLA)

NEW* 29.02

COLA rate for the coming year will be decided by agreement of both parties as of Sept. 31 in order to be included in the budget for the coming year based on the 12-month average CPI of the current year (September 1 to August 31 reference BC-CPI).

Schedule "A"

2027 Two percent (2%)

2028 Two percent (2%)

Hornby Island Resident

CUPE 556-05

Ratepayers' Association

Ted Goodden



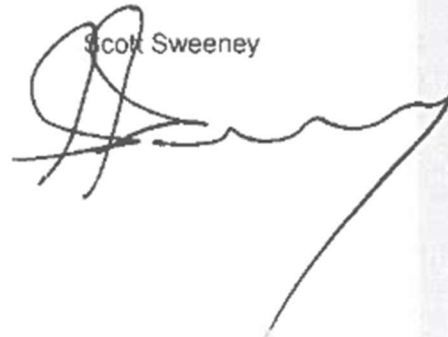
Phil Bailey



Stani Veselinovic



Scott Sweeney



Reina LeBaron

