

2016

MEMORANDUM OF AGREEMENT

between the

CITY OF NORTH VANCOUVER
(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 CITY OF NORTH VANCOUVER (hereinafter called "the Employer", AGREE TO RECOMMEND TO THE NORTH VANCOUVER CITY 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. **Wage Increases**

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 31 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31 shall be increased by one and one-half percent (1.5%). 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 31 shall be increased by two percent (2%). 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 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Article 4.1, Section 3 – Changes in Valuation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following to the end of Article 4.1, Section 3:

“In the event that a position or class of positions is reclassified or revalued, the following shall apply:

- (i) In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent’s previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.
- (ii) In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that he or she occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (iii) In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached.”

5. **Article 4.12(c) – Overtime**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 4.12(c) to read as follows:

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“The provisions of Article 4.12 shall apply to overtime performed by order of a Department Head or designate.”

6. **Article 5.1 – Posting Vacancies**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first sentence of Article 5.1(a) to read as follows:

“Where vacancies exist or new positions are created, notice shall be posted in the Employer’s offices, and a copy giving full particulars shall be provided to the Union.”

7. **Article 5.3(a) – Layoff and Recall**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first paragraph of Article 5.3(a) to read as follows:

“In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a less senior employee only in cases where the senior employee is qualified to fill the position occupied by the less senior employee.”

8. **Article 5.3(b) and 5.3(c) – Layoff and Recall**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete Article 5.3(b) and to amend Article 5.3(c) to read as follows:

“It is understood and agreed that any employee affected under Articles 5.2 or 5.3(a) above shall retain the right of appeal as contained in the grievance procedure.”

9. **Article 6.7 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.7(a)(1) to read as follows:

“in the case of the death of the employee’s spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, or guardian; or”

10. **Article 6.12 – Extended Health Benefits**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.12 to read as follows:

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“The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum payable of \$125.00 per person, every twenty-four (24) month period;
- (b) a vision care option (\$450.00 per person, payable per twenty-four (24) month period);
- (c) hearing aids (maximum payable of \$700.00 per person in a five (5) calendar year period);
- (d) orthopedic shoes and medically prescribed custom-made orthotic insoles (combined maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of \$600.00 per person in a calendar year), and coverage for the Nicotine Patch benefit with a \$350.00 per person lifetime maximum;
- (e) massage practitioner and physiotherapist services to a combined maximum of \$800.00 per calendar year; chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; acupuncture treatments to a maximum of \$200.00 per calendar year and podiatrist services to a maximum of \$350.00 per calendar year.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$100.00.

The Employer shall pay one hundred percent (100%) of the premium.”

11. Article 6.13 – Dental Plan

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.13 to read as follows:

“The parties agree to continue a dental plan which shall be compulsory for all Regular Full-Time Employees effective the first day of the month following commencement of employment and for all Temporary Full-Time Employees who have completed six (6) months of continuous service, provided the employees are qualified under the terms of the plan, on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.

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- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$4000 for adults and dependent children as defined by the Plan.
- (d) The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan if they advise the Director of Human Resources in writing at the time of their employment of their plan number and carrier name.”

12. **Article 6.25(a) – Safety Work Boot Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.25(a) to read as follows:

“Except as provided in paragraph (b) below, Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of fifty dollars (\$50) on September 1st of each year.”

13. **Article 6.26 – Premium Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Articles 6.26(a) and 6.26(b) to read as follows:

- “(a) A premium of one dollar (\$1.00) per hour shall be paid to sewers employees while they are in contact with live sewage.
- (b) A premium of one dollar (\$1.00) per hour shall be paid to workers while they are performing disinterring duties. In circumstances where water table problems exist, grave preparation and interment duties (excluding ashes) shall also qualify for the premium.”

14. **Article 10.7 – Duty to Accommodate (New)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 10.7 to read as follows:

“The Employer recognizes that it has a duty to accommodate an Employee in relation to protected grounds under Section 13 of the *BC Human Rights Code*, and the Union recognizes that it has a duty to cooperate in the accommodation process. Where an employee requires an accommodation, the Employer and the Union, together with the affected employee will meet to discuss options with respect to the accommodation of the employee.”

15. **Schedule “A” – Salary Schedule – Inside Staff**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to Schedule “A” not be relied on for future valuations:

- (a) Change the pay grade for the Digital Content Coordinator classification from 21 to 22;
- (b) Change the pay grade for the Bylaw Enforcement Officer II classification from 19 to 20.

16. **Letter of Understanding – Hours of Work**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew the Letter of Understanding titled “Hours of Work” as set out in Appendix “A” of the Memorandum of Agreement.

17. **Housekeeping**

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

- (a) add the following as a new Article 4.10(f):

“Callout, including that specified for telephone callout in Article 4.10(e), may be paid or banked as per Article 4.12(d).”;
- (b) amend the first sentence of Article 4.12(d) to read as follows:

“All employees who are required to work overtime, including instances in which this overtime is in an acting capacity, shall elect at the time of working the overtime whether to be paid for it or instead to receive compensating time off in lieu.”;
- (c) delete Article 6.9(b)(3);
- (d) amend Article 6.9(f)(4)(a) to read as follows:

“for the first six (6) weeks, which includes the Employment Insurance waiting period; and”;
- (e) remove the words “annual” and “biennial” from Article 6.10(b)(4);
- (f) amend Article 6.25(b) to read as follows:

“Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be paid an allowance of one hundred dollars (\$100) on September 1st of each year.”;

2016 MEMORANDUM OF AGREEMENT – APPENDIX “A”
NORTH VANCOUVER CITY – CUPE 389 (Cont’d)

This is the Appendix “A” referred to in item #16 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF NORTH VANCOUVER
(hereinafter called "the Employer")

and the

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

HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.

