

2016

MEMORANDUM OF AGREEMENT

between the

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

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF NORTH VANCOUVER (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER DISTRICT 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.
- (e) Retroactive payments arising from (a), (b), (c) or (d) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **New Article 3 – Employee Definitions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 3 to provide easier access for employees to find the definitions of the different status types of employees.

The remaining articles will be re-numbered accordingly;

And the definitions will be removed in Schedule “F”.

5. **New Article 4.2 – Reclassification or Revaluation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 4.2 to read as follows:

- “(a) 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.
- (b) 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.

- (c) 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.”

the remaining sub-articles in Article 4 will be renumbered accordingly.

6. **Article 4.4 – Acting in a Senior Capacity**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 4.4(c) to read as follows:

“The Employer will advise the Union once an employee has been acting in a position for one (1) continuous year.”

7. **Article 5.1 – Posting Vacancies**

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

“Where vacancies exist or new positions are created notice shall be posted in the Corporation's offices in the District Hall and in the Operations Centre office, and a copy giving full particulars shall be provided to the Union Office. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Union Office shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Corporation may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.”

8. **Article 6 – Benefits**

The Employer and the Union agree that, as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan by increasing vision care to a maximum payable of four hundred and fifty (\$450) dollars per person in a twenty-four (24) month period.

9. **Article 6.4 – Sick Leave and Family Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.4(f) to read as follows:

“(f) Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to four (4) accumulated sick leave days per calendar year for this purpose.

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits at the time of usage are entitled to use sick leave for family illness as outlined herein.

10. **Letter of Understanding – Addiction Treatment**

Effective the date of ratification of the Memorandum of Agreement, the District and the Union agree to add a new Letter of Understanding – Addiction Treatment, which is set out in Appendix 1.

11. **Housekeeping Matters**

Effective the date of ratification of the Memorandum of Agreement, 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:

- (a) remove expired effective dates and transitional wording;
- (b) delete Article 6.7(b)(3);
- (c) amend Schedule “A” by:
 - (i) changing “Engineering Operators Analyst” to “Engineering Operations Analyst”;
- (d) amend Schedule “C” by adding the following positions:
 - Clerk Typist, NSEMO;
 - EOC & Technical Coordinator, NSEMO; and
 - Training & Volunteer Coordinator, NSEMO;
- (e) remove all references to “1978” in Schedule “F”;
- (f) amend the Letter of Understanding – Hours of Work by:
 - (1) replacing umpires Rod Germaine, David McPhillips and John Thorne with Irene Holden and Julie Nicols in #7; and
 - (2) adding “, or another mutually agreed to name” at the end of the paragraph in #7; and
- (g) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

12. **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.

13. **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 forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed

Signed this 31st day of January, 2017.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

“Saira Walker”

“Len Jensen”

“Bill Duvall”

“Tiffany Chung”

“Jacquie Griffiths”

BARGAINING REPRESENTATIVES FOR CUPE
LOCAL 389:

“Cindy McQueen”

“Tina Meadows”

“Dinesh Kapoor”

This is the Appendix 1 referred to in item number 10.

LETTER OF UNDERSTANDING

between the

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

and the

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

ADDICTION TREATMENT SUPPORT

WHEREAS the Parties understand that successful addiction treatment is enhanced by the active participation of the Employer, the Union, and the employee in need of treatment;

THEREFORE it is agreed between the Employer and the Union to implement the following plan when a Regular Full-time (RFT) or Regular Part-time employee (RPT) is in need of assistance for addiction treatment:

1. Where an RFT or RPT employee is in need of assistance regarding substance abuse or substance addiction, that employee will be eligible for reimbursement of inpatient or outpatient treatment expenses, not eligible through the Extended Health Care plan, provided that:
 - a) The employee participates in an independent medical examination (at the cost and choice of the Employer) and/or assessment, if requested by the Employer (provided the employee is medically able to participate);
 - b) The independent medical examination and/or assessment shall be conducted by an appropriately qualified practitioner;
 - c) Treatment and monitoring plans will be determined by qualified practitioner and/or treatment provider;
 - d) The employee will participate in and comply with the treatment plan;
 - e) Following completion of the treatment plan, the employee will enroll in a monitoring plan, if recommended by the qualified practitioner. The employee will comply with all terms of the monitoring program.
 - f) The Employer will contribute 25%, up to a lifetime maximum of one thousand five hundred (\$1,500) dollars toward treatment;

- g) The Employer will establish a loan program for the purpose of supporting an employee with respect to addiction treatment. Through this program, reimbursement is capped at 50% of approved treatment and monitoring costs, to a lifetime maximum Employer contribution of four thousand (\$4,000) dollars per RFT or RPT employee.
 - h) Access to the loan provisions are contingent on the employee funding a minimum 25% of costs.
 - i) The employee shall repay the above loan amount(s) at a rate of up to two hundred (\$200) dollars per pay period until the full amount of the loan is repaid in accordance with the loan program. The Employer will provide the employee with a regular written statement of loan charges and repayments until it is discharged.
2. The parties agree that a breach of any of the above conditions may result in any or all of the following consequences, to be determined at the sole discretion of the Employer:
- a) If the employee has not yet returned to work, discontinuation of the employees benefits until such time as the employee provides medical information satisfactory to the Employer that the employee is in compliance with the treatment plan according to the qualified practitioner, the monitoring plan according to the monitor, and/or other medical recommendations; and/or
 - b) If the employee has returned to work, removal of the employee from the workplace until such time as the employee provides medical information satisfactory to the Employer that the employee is in compliance with the treatment plan, the monitoring plan and/or other medical recommendations.
- In each case above, the Employer will require confirmation within two (2) weeks of the breach that the employee is taking steps to ensure compliance with the treatment plan and/or the monitoring plan. In the event of a failure to comply, the Employer shall investigate the circumstances and establish an appropriate course of action.
3. Upon request, the Parties agree to meet and discuss developments in medical and other addition treatment methods and recovery approaches.
4. The Employer and/or the Union may cancel this Letter of Understanding at any time upon ninety (90) days' written notice to either party.

DATED 31st day of January, 2017 in the District of North Vancouver.

Signed on behalf of the District of the North
Vancouver

"Saira Walker"

Saira Walker
Director, Human Resources

Signed on behalf of the Canadian Union of
Public Employees, Local 389

"Cindy McQueen"

Cindy McQueen
President, CUPE Local 389