

2016

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF NORTH VANCOUVER
ON BEHALF OF NORTHLANDS GOLF COURSE
(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 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.

4. **Special Wage Adjustment**

Effective 2019 January 02, the Employer and the Union agree to increase the hourly rate for Golf Course Maintenance Worker 3 by one dollar (\$1.00). The new hourly rates shall be rounded to the nearest whole cent.

5. **Article 5.3**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 5.3 – Trial Period to read as follows:

”In the event an employee who has passed their probationary period set out in Article 5.2 moves to a new position, the employee shall be considered to be on trial for a period of up to five hundred fifty (550) hours in the position. If, during the trial period, the employee is not considered satisfactory, the employee shall be returned to their previous position without loss of seniority.”

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to re-number Article 5.3 – Job Descriptions to Article 5.4 and amend subsection (c) to read as follows:

“(c) Adjustments Resulting from Reclassification and Revaluation or Changes in Valuation

- (i) In the event a job description is reclassified upwards, each incumbent shall receive the new rate for the position;
- (ii) In the event a job description is revalued, each incumbent shall receive the new rate for the position;
- (iii) In the event a job description 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;

(iv) Where, during the term of this Agreement:

- 1) the Union believes that a job description is incorrectly valued; or
- 2) the Employer re-values an existing job or values a new job covered by this Agreement;

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a job description by referring the matter to the next round of collective bargaining between the parties.”

And renumber the subsequent sections in Article 5 accordingly.

6. **Article 7 - Benefits**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefit carrier to amend the Extended Health Plan by increasing the vision care option to four hundred and fifty (\$450) dollars per person, payable per twenty-four (24) month period.

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

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

8. **Housekeeping**

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

- (a) remove expired effective dates and any transitional wording;
- (b) delete Article 11.4(d)(3);
- (c) delete the two (2) week waiting period in Article 11.4(h)(4)(i); and
- (d) any other changes agreed to during the drafting of the new Collective Agreement.

9. **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.

10. **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 sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 14th day of February, 2018 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF
EMPLOYER:

"Chris Gonev"

"Steve Haggard"

"Gary Nedergard"

"Bill Duvall"

"Tiffany Chung"

BARGAINING REPRESENTATIVES ON BEHALF OF
CUPE 389:

"Cindy McQueen"

"Jamie Corrigan"

"Matt Byers"

"Kathy McMahon"

"Dan Todd"

This is the Appendix 1 referred to in item number 7.

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER ON BEHALF OF NORTHLANDS GOLF COURSE
(hereinafter called the "Employer")

and the

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

Collectively called the "Parties"

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 employee is in need of assistance for addiction treatment:

1. Where a Regular 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 Regular 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 14th day of February, 2018 in the District of North Vancouver.

Signed on behalf of the District of the North
Vancouver

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

“Chris Gonev”

Chris Gonev
Senior Human Resources Advisor, Human
Resources

“Cindy McQueen”

Cindy McQueen
President, CUPE Local 389