

2016

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER RECREATION AND CULTURE COMMISSION  
(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 NORTH VANCOUVER RECREATION AND CULTURE COMMISSION (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CHIEF ADMINISTRATIVE OFFICER OF THE DISTRICT OF NORTH VANCOUVER AND THE CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF NORTH VANCOUVER, AND THE NORTH VANCOUVER RECREATION AND CULTURE COMMISSION;

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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. **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.

5. **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 to read as follows:

“Where vacancies exist or new positions are created, and where the positions are expected to have a duration of more than twenty (20) consecutive full-time working days, notice shall be posted in the Employer’s office, and a copy giving full particulars shall be provided to the Union. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Secretary of the Union 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 Employer 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.”

6. **Article 6.9 – Extended Health 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 and also amend Article 6.9(a) and (b) to read as follows:

“(a) eye exams to a maximum payable of \$90.00 per person every twenty-four (24) month period;”

“(b) a vision care option (\$450.00 per person), payable per twenty-four (24) month period;”

7. **Article 9.6 – Sexual Harassment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to re-title and amend Article 9.6 to read as follows:

“Discrimination

The Employer and the Union agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.”

8. **Schedule “A”**

Effective 2018 January 01, the Employer and the Union agree to amend Schedule “A” by:

(a) amending the Recreation Facility and Program Supervisor classification to Pay Grade 22.

9. **Joint Committee – Auxiliary Hours**

(a) While not to be included in the Collective Agreement:

(i) within three (3) months of the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to constitute a joint Employer – Union Committee (the “Auxiliary Committee”) comprised of no more than two (2) Employer representatives and two (2) Union representatives.

(ii) The purpose of the Auxiliary Committee shall be to determine whether recommendations should be made to the Director of the Recreation of the North Vancouver Recreation and Culture Commission (the “Director”) to post additional regular part-time or regular full-time positions from what would have otherwise been auxiliary hours. The Auxiliary Committee will exist for twelve (12) months

following the ratification of this Memorandum of Agreement and will cease thereafter. The ultimate decision on whether any regular part-time and/or regular full-time positions will be created rests with the Director and cannot be the subject of the grievance or arbitration procedure.

10. **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) add a new Article 3 to provide easier access for employees to find the definitions of the different status types of employees. Re-number the remaining sections accordingly and remove the definitions from Schedule “E”;
- (b) delete Article 6.6(b)(3);
- (c) amend Schedule “A” replacing “chief cashier” to “clerk receivables”;
- (d) delete expired transitional wording and effective dates; and
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

11. **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.

12. **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 13th day of June, 2017.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

\_\_\_\_\_  
"Naushi Keshavjee"

\_\_\_\_\_  
"Gary Huog"

\_\_\_\_\_  
"Bill Duvall"

\_\_\_\_\_  
"Tiffany Chung"

BARGAINING REPRESENTATIVES FOR CUPE  
LOCAL 389:

\_\_\_\_\_  
"Tina Meadows"

\_\_\_\_\_  
"Kathy McMahan"

\_\_\_\_\_  
"Amanda Nichols"