

2025

MEMORANDUM OF AGREEMENT

between the

CITY OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF NORTH VANCOUVER (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE CITY OF NORTH VANCOUVER 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 2025 JANUARY 01 AND EXPIRING 2027 DECEMBER 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2022-2024 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2025 January 01 to 2027 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 Wage Increase(s)

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2026 January 01, all hourly rates of pay that were in effect on 2025 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2027 January 01, all hourly rates of pay that were in effect on 2026 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent, and then effective March 28, 2027 increased by an additional twenty-five cents (\$0.25).
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Article 2 – Union Security, Clause 2.4 New Employee Orientation (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new clause to Article 2 – Union Security to read as follows:

“2.4 New Employee Orientation

The Employer shall invite the Union to participate in new employee group orientation sessions, where appropriate, for the purpose of introduction and fostering collaboration.”

5. Article 3 – Hours of Work, Clauses 3.1 Regular Hours and 3.2 Non-Regular Hours, and Schedules C and F and Compressed Work Week Letter of Understanding

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 3.1 to read as follows:

“3.1 Regular Hours

- (a) The regular hours of work for Outside employees shall not exceed eight (8) hours per day nor forty (40) hours per week, Monday to Friday inclusive.
- (b) The regular hours of work for Inside employees shall not exceed seven (7) hours per day nor thirty-five (35) hours per week, Monday to Friday inclusive.
- (c) The working week shall commence:
 - i. For Outside employees, 7:00 a.m. Monday.
 - ii. For Inside employees, 8:30 a.m. Monday unless an alternative start time is required by the employer and agreed to by the employee, or is requested by the employee and approved by the employer.

All alternate start times must be approved by the Department Head or designate based on organizational needs.

- (d) Outside employees shall be entitled to one-half (½) hour for lunch; and Inside employees shall be entitled to one (1) hour for lunch.”

6. Article 4 – Classification and Pay, Clause 4.3(a) Probation Period

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Classification and Pay, Clause 4.3 Probation Period (a) to read as follows:

“Every employee who commences employment with the Employer shall have probationary status during the first continuous six (6) months of employment. An employee shall not accumulate seniority rights during the probation period. However, upon the successful completion of the probation period an employee's seniority shall be calculated based on the employee's date of hire. Where a probationary employee has an extended absence during the probationary period, or requires additional time to demonstrate suitability, the probationary period may be extended up to three months. If the probation period is to be extended, the Employer shall first notify the employee and Union in writing.”

7. Article 4 – Classification and Pay, Clause 4.7 Increments

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Classification and Pay, Clause 4.7 (a) to read as follows:

“(a) Regular Full-Time and Temporary Full-Time Employees

The steps in the salary range in Schedule "A" are to be awarded as set out below, provided they have been earned by the employee and are recommended by the Department Head. In the event that a Department Head does not consider that an employee merits an increase to the next step in the range, the Department Head shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve their efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in their salary range.

Pay Grades 9 to 14: six (6) months' eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) months' eligibility.

Pay Grade 15 and above: annually at the beginning of each calendar year.”

8. Article 4 – Classification and Pay, Clause 4.8 Shift Premium

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Classification and Pay, Clause 4.8 Shift Premium to read as follows:

“4.8 Shift Premium

Except as otherwise noted, all employees shall be paid a shift premium of one dollar (\$1.00) payable for all regular hours worked beyond the one hour on either side of the recognized regular daily hours of work, provided that where the majority of an employee's regular hours fall outside the period defined above, the shift premium shall be paid for all regular hours worked on the shift. For the purpose of this Article, recognized regular daily hours of work are those hours defined in Article 3.1.

No shift premiums shall be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.”

9. Article 6 Benefits, Clause 6.2 Vacations

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new subsection to Article 6 – Benefits, Clause 6.2(g) to read as follows:

“At the discretion of the General Manager of Corporate Services or designate, a new regular employee who has been recruited directly from another employer may be hired at a level on the vacation grid which aligns with the employees years of experience in the related field. This will not alter any other calculations for the employee, such as, but not limited to, seniority, length of service, advancement through the vacation grid or supplementary vacation.”

10. Article 6 –Benefits, Clause 6.4 Health Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new subsection to Article 6 – Benefits, Clause 6.4 Health Leave to read as follows:

“6.4 Sick Leave

- (a) Employees shall be granted Sick Leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, retroactive to the first completed calendar month of employment. Any unused portions of sick Leave shall accumulate to a maximum of one hundred and twenty (120) working days.

- (b) Notwithstanding the foregoing Article 6.4(a), the Employer may, at its own discretion, grant further periods of sick leave in special circumstances.
- (c) Medical Certification may be required by the Employer as proof of sickness.
- (d) 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."

11. Article 6 – Benefits, 6.12 Extended Health Benefits

As soon as possible following the date of ratification of the Memorandum of Agreement the Employer will instruct the benefits carrier to amend Article 6 – Benefits, Clause 6.12 Extended Health Benefits to read as follows:

"6.12 Extended Health Benefits

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 one hundred twenty five dollars (\$125.00) per person, every twenty-four (24) month period;
- (b) a vision care option (five hundred dollars (\$500.00) per person, payable per twenty-four (24) month period), laser eye surgery coverage to a maximum of five hundred (\$500.00), per eye, life time maximum;
- (c) hearing aids (maximum payable of seven hundred dollars (\$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 four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year), diabetic equipment and ostomy supplies;

- (e) massage practitioner and physiotherapist services to a combined maximum of eight hundred dollars (\$800.00) per calendar year. Effective 2027 January 01 increased to one thousand dollars (\$1,000.00) per calendar year; chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per calendar year; acupuncture treatments to a maximum of two hundred dollars (\$200.00) per calendar year and podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year;
- (f) clinical psychologist, counsellors, or other mental health services (maximum payable of nine hundred dollars (\$900.00) per person in a calendar year);

The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000.00) per person. The Plan has an annual deductible of one hundred dollars (\$100.00).

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

12. Article 6 – Benefits, 6.13 Dental Plan

As soon as possible following the date of ratification of the Memorandum of Agreement the Employer will instruct the benefits carrier to amend Article 6 – Benefits, Clause 6.13 Dental Plan to read as follows:

“6.13 Dental Plan

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 ninety percent (90%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty five percent (55%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of four thousand dollars (\$4,000.00) for adults and dependent children as defined by the Plan.
- (d) The Employer shall pay one hundred (100%) 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.”

13. Article 6 – Benefits, Clause TBD Personal Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Clause to Article 6 to read as follows:

“6.XX Personal Leave

- a) Regular Full Time employees who have completed three (3) years of continuous service with the Employer will be eligible for one (1) day of Personal Leave, with pay, on the first (1st) of January in their fourth (4th) year and yearly thereafter.
- b) Regular Full Time employees who have completed five (5) years of continuous service with the Employer and have depleted their vacation bank and deferred vacation bank will be eligible for an additional two (2) days of Personal Leave, with pay, in each calendar year.
- c) Personal Leave can be used for reasons such as, but not limited to, religious or cultural holidays, Indigenous cultural leave, emergency situations, and other personal or family related responsibilities that are not currently provided for within other leave provisions in this agreement.
- d) The use of Personal Leave as noted in b) may only be used once the employee’s vacation bank and deferred vacation bank have been depleted.
- e) All Personal Leave requests require approval by the Department Head or their designate.
- f) Personal Leave may only be used as time off in the calendar year provided and cannot be carried over. A leave day must be taken in full and may not be used as a partial day.”

14. Article 7 – Grievance Procedure and Arbitration

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add to a sub-section to Article 7 – Grievance Procedure and Arbitration to read as follows:

“7.3 Right to Representation

An employee who is called into a meeting that will reasonably result in a written warning or more serious discipline will be advised of their right to have a steward or other union designate present.”

15. Article 10 – General Provisions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10 – General Provisions, Clause 10.4 Occupational Health and Safety Committee to read as follows:

“10.4 Joint Occupational Health and Safety Committee

- a) The Joint Occupational Health and Safety Committee, as required by the Workers Compensation Act, shall comply with all applicable WorkSafeBC requirements. The Committee(s) shall discuss matters related to occupational health and safety and shall make recommendations to management.
- b) The joint committee of at least four (4) members will be comprised of employer representatives and at least half union appointed worker representatives.
- c) All joint committee members are entitled to eight (8) hours of education leave annually to attend Employer approved occupational health and safety training.”

16. Working Committee to Explore Long-Term Disability Options

While not to be included in the Collective Agreement, the Employer and the Union agree to form a working committee within six months of the signing of the Memorandum of Agreement to discuss options and explore the prospect of adopting a Long-Term Disability plan.

17. Letters of Understanding

Upon ratification of this Memorandum of Agreement, the Employer and the Union agree to further discuss the Letters of Understanding in accordance with the discussions held during this round of bargaining with the intent to conclude these discussions by September 30, 2026.

18. Housekeeping

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

- (a) Delete expired effective dates;
- (b) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.
- (c) Delete reference to Health Leave and change it to Sick Leave.
- (d) Update 6.26(c) First Aid Premium to reflect new titles.
- (e) Update Schedule E

(f) Delete Schedule F

19. 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.

20. 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 thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 9th day of March, 2026 in the City of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Clare Averiss”

“Lucas Kelsch”

“Pierre Manarovici”

“Alex Man-Bourdon”

“Clare Thompson”

“Colby Bukham”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

“Tony Volpe”

“Amir Agari”

“Brian Worman”

“Michael Gonzales”
