

2007

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 OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE CITY OF NORTH VANCOUVER (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU APPROVES, THEN 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 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below by paragraphs 2 to 17 both inclusive.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 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

(a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Trades 2 Adjustment**

The Employer and the Union agree as follows:

- (a) effective 2007 January 01, to increase the hourly rate of pay for the Trades 2 – Gardener, Trades 2 – Mechanic, Foreman I (Trades) and Foreman II (Trades) classifications by one dollar (\$1.00) per hour;
- (b) effective 2008 January 01, increase the hourly rates of pay for the Trades 2 – Gardener, Trades 2 – Mechanic, Foreman I (Trades) and Foreman II (Trades) classifications by fifty cents (50¢) per hour;
- (c) the adjustments in this item shall be done after the application of any general wage increases that are applicable on the same date.

5. **Tool Reimbursement for Trades 2 - Mechanic**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete the last paragraph of Article 6.23 (refers to a \$40.00 bi-weekly Tool Allowance for Trades 2 Mechanic) and replace it by increasing the hourly rates of pay for the Trades 2 - Mechanic by fifty cents (50¢) per hour.

6. **Probation Period**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following sentence to the end of Article 4.3(a):

"Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent."

7. **Telephone Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Article 4.10:

- “(e) When an employee is contacted by a supervisory authority or designate for assistance while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee’s regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite Callout (paragraphs (a), (b) and (c) above) result from the issue being discussed.

Notwithstanding the above paragraph, employees in receipt of stand-by pay as per Article 4.11 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee’s regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (paragraphs (a), (b) and (c) above) result from the issue being discussed.

8. **Overtime Recovery**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Article 4:

“Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Corporation is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Corporation shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.”

9. **Market Adjustments**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Article 4:

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“Market Adjustments

Where a classification has been identified by the Corporation as being behind market and/or such class has been difficult to recruit for or to retain employees in, the Corporation may, after consultation with the Union, temporarily increase the rate of pay for the classification by up to two pay grades (or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedules “A” and “B”.

Such temporary increases will be reviewed by the Corporation annually on July 31 or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a classification is found to be above market then the rate of pay for the classification may be adjusted by the Corporation to reflect the new market conditions but in no case will the rate of pay be adjusted below the rate of pay shown in Schedule “A” or “B”. Those employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as normal increments and/or general negotiated increases result in a rate that matches or exceeds the employee’s current rate, at which time employees shall again become eligible for increments and subsequent general increases.”

10. **Benefit Eligibility**

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

- (a) in Article 6.1(a) amend the benefit eligibility periods for Medical, Extended Health and Group Life for Regular Full-Time Employees only to read: “effective the first of the month following commencement of employment”;
- (b) in Article 6.1(a) amend the benefit eligibility period for Dental for Temporary Full-Time Employees only to read “first of the month following six (6) months of continuous employment”;
- (c) amend Articles 6.13 and 6.14 to reflect the above changes.

11. **Extended Health Plan**

The Employer and the Union agree to amend Articles 6.12(a) and (b) by:

- (a) increasing the eye exam coverage from “\$75.00 per person, every twenty-four (24) month period” to “\$100.00 per person, every twenty-four (24) month period” effective 2008 January 01; and
- (b) increasing the vision care option from “\$300.00 per person, payable per twenty-four (24) month period” to “\$350.00 per person, payable per twenty-four (24)

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month period” effective 2008 January 01 and further increase it to “\$400.00 per person, payable per twenty-four (24) month period” effective 2009 January 01.

12. **Vacations**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.2 by deleting paragraph (a) and amending paragraph (b) to read as follows (re-letter remaining provisions):

“(a) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.”

13. **Family Illness**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.4(d) by amending the words “two (2) accumulated sick leave days” to “three (3) accumulated sick leave days”.

14. **Benefits – Custom-made Orthotic Insoles**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the EHC Plan coverage for orthopedic shoes will be amended to include coverage for medically prescribed custom-made orthotic insoles with a combined maximum payable limit of \$400.00 for adults/\$200.00 for children in a calendar year. The coverage will be subject to the requirements of the Extended Health Care Plan.

15. **First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.25(c) by:

- (a) changing the title of the provision to “First Aid Premium”;
- (b) increasing the OFA Level II premium from “\$85 per month” to “\$125 per month” and from “55¢ per hour” to “80¢ per hour”; and
- (c) increasing the OFA Level III premium from “\$100 per month” to “\$145 per month” and from “65¢ per hour” to “95¢ per hour”.

16. **Safety Work Boots**

Effective 2007 September 01, the Employer and the Union agree to add the following new provision to the Collective Agreement:

“Safety Work Boot Allowance

- (a) Except as provided in paragraph (b) below, Regular Full-Time Outside Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of twenty-five dollars (\$25) on September 1st of each year.
- (b) Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be reimbursed up to \$100 on September 1st each year upon presentation of receipts.”

17. Housekeeping Matters

Effective 2007 January 01, 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) delete expired effective dates and related transitional wording; e.g., Articles 4.2, 4.13(d), 6.4(d), and 6.12;
- (b) change “Compassionate Leave” to “Bereavement Leave” wherever it appears in the Agreement, e.g. Articles 6.1(a), 6.7, and Schedule “F”;
- (c) update Schedules “A” and “B” to reflect changes in effect when the new Agreement is drafted;
- (d) update Schedule “C” to add the following:

“Inspection Division

Employees classified as Senior Building Inspector, Building Inspector, Assistant Building Inspector, Electrical Inspector, Plumbing and Gas Inspector, and Plan Checker may have their hours of work adjusted to commence work at 8:00 a.m. during the months of June to September.”;

- (e) update the Pay Period section of Schedule “F” by changing “70 hours” to “77 hours” and “10 hours” to “11 hours” to be consistent with the change negotiated in 2003 - 2006 to the Hours of Work section.

18. 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 the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

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19. 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 the Memorandum of Agreement is signed.

Signed this 16 day of August, 2007.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Kenneth Jolliffe
Maria Savas
Richard M. Bell
Quita Bleich
Cordyn L. Alvarado

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 389:

Sandy McEwen
Jim Gorman
[Signature]
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Hasano

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