2007

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 LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE DISTRICT 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 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 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 16 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.
(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, increase the hourly rate of pay for the Trades 2 - Carpenter, Trades 2 - Electrician, Trades 2 - Gardener, Trades 2 - Mechanic, Trades - Metal Fabricator, Trades Foreman - Building and Structures, Trades Foreman - Garage and Trades Foreman - Horticulture classifications by one dollar ($1.00) per hour;

(b) effective 2008 January 01, increase the hourly rates of pay for the Trades 2 - Carpenter, Trades 2 - Electrician, Trades 2 - Gardener, Trades 2 - Mechanic, Trades - Metal Fabricator, Trades Foreman - Building and Structures, Trades Foreman - Garage and Trades Foreman - Horticulture 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, the Employer and the Union agree to delete the last paragraph of Article 6.19 (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 and Trades Foreman - Garage classifications by fifty cents (50¢) per hour.

6. **Wage Adjustments - Bylaw Enforcement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the value of the Bylaw Enforcement Officer classification from Pay Grade 18 to Pay Grade 19, the Bylaw Enforcement Supervisor classification from
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Pay Grade 21 to Pay Grade 22 and the Parking Bylaw Enforcement Officer from Pay Grade 16 to Pay Grade 17.

7. Overtime and Callout - Cost Recovery

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

"Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer 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."

8. Vacations

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 6.2(a) by deleting paragraph (1) and amending paragraph (2) to read as follows (re-number existing provisions):

"(1) In the first 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."

9. Public Holidays

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new sentence to Article 6.3(c)(1): “The Corporation shall have the ability to designate up to four (4) public holidays per year where the treatment for an employee who is working on the designated public holiday will be that the employee shall be paid one and one-half \( \frac{3}{2} \) times their regular hourly rate for the hours worked on the public holiday and in addition the employee shall be given compensating time off equivalent to a regular work day in lieu of the public holiday.”

10. Family Illness

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

11. Eligibility Periods - Medical, Extended Health, Dental and Group Life Insurance

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:
(a) amend the first two lines of Articles 6.10(a) and (b) to read as follows:

"Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon the completion of six (6) months of continuous service, be entitled";

(b) amend the preamble of Article 6.11 to read as follows:

"The parties agree to continue the dental plan 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 temporary full-time service, on the following basis:"

(c) amend Article 6.12 by changing the phrase "Upon completion of three (3) months of continuous full-time employment" to read "Effective the first day of the month following commencement of employment";

(d) update Article 6.1 to be consistent with the above changes.

12. **Extended Health Benefits**

Effective 2008 January 01, the Employer and the Union agree to amend the Extended Health Care Plan to include coverage for Non-PharmaCare drugs.

13. **Benefit Requalifying Periods - Temporary Full-Time Employees**

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

"6.12 Medical, Extended Health, Dental and Group Life Requalifying Periods - Temporary Full-Time Employees

When a previous Temporary Full-Time Employee is re-employed within six (6) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be re-served in full."

14. **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 6.21 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”.

15. **Safety Work Boots**

Effective the date of ratification of the Memorandum of Agreement, 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.”

16. **Access to Training**

The Employer and the Union agree that the Union’s concerns regarding access to training shall be referred to the Labour Management Committee for discussion.

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 6.4(f), 6.5(a), and 6.10(b);
(b) update Schedules “A” and “B” to reflect changes in effect when the new Agreement is drafted;
(c) update Schedule “C” to include the 2005 August 23 Agreement on hours of work for the Animal Shelter.
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.

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 **2** day of **August**, 2007.

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:

[Signatures]

BARGAINING REPRESENTATIVES FOR CUPE LOCAL 389:

[Signatures]