MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER RECREATION COMMISSION
(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 NORTH VANCOUVER RECREATION COMMISSION (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE NORTH VANCOUVER RECREATION 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 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 13 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, increase the hourly rate of pay for the Trades II - Carpenter, Trades II - Electrician, Trades II - Gardener, Trades II - Plumber and Refrigeration Mechanic classifications by one dollar ($1.00) per hour;

(b) effective 2008 January 01, increase the hourly rates of pay for the Trades II - Carpenter, Trades II - Electrician, Trades II - Gardener, Trades II - Plumber and Refrigeration Mechanic 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. **Wage Adjustment - Accounting and Budget Clerk**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the value of the Accounting and Budget Clerk classification from Pay Grade 19 to Pay Grade 20.

6. **Building Services Attendant**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the class of “Building Service Attendant” to the list of classes eligible for shift premium in Article 4.6.

7. **Vacations**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.1(a) by deleting paragraph (1) and in its place inserting the following:
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"(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."

8. Family Illness

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.3(e) by changing the words “two (2) accumulated sick leave days” to “three (3) accumulated sick leave days”.

9. 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 sentence of Article 6.8 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 enrolled in the Medical Services Plan of B.C.”;

(b) amend the first sentence of Article 6.9 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 enrolled in the Extended Health Plan.”;

(c) amend the first sentence of Article 6.10 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:”; and

(d) amend the first sentence of Article 6.11 to read as follows:

“Effective the first day of the month following commencement of employment, Regular Full-Time and Temporary Full-Time Employees shall join the group insurance plan, provisions of which are outlined hereunder.”
10. **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.

11. **Benefit Cost Sharing**

Effective 2009 January 01, the Employer share of the monthly premiums for the Medical Services Plan, Extended Health Plan, Dental Plan and the Group Life Insurance shall increase from sixty-five percent (65%) to seventy percent (70%).

12. **Joint Committee - Auxiliary Employees - Building Services**

The Employer and the Union agree to establish a Joint Committee to discuss the Union concern about shift scheduling for Auxiliary Employees in Building Services. The Joint Committee shall consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. The Committee shall commence its discussions within one (1) month of a request from the Union for the Committee to meet. Any changes to the current shift schedule will be implemented on a trial basis. Following the trial, the Employer, after discussion with the Union, may continue with the trial schedule, revert to the current schedule, or implement an amended schedule.

13. **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) replace references to Department Head and Director of Recreation with ‘Director or designate” throughout the Agreement, e.g. Articles 4.3(c), 4.7(c), 6.4(c), (d) and (e), 6.6(d)(2), 6.7(b)(3) and (4), and 7.1(b);

(b) delete expired transitional wording and effective dates, e.g. Articles 6.3(e), 6.4, and 6.9, and Schedule “E” – paragraph 22(7);

(c) Schedule “G”, paragraph (3) – rectification of an error from 1995 Memorandum of Agreement where the number “5” should have been changed to “6”;

(d) update Schedules “A” and “B” to include new classes and title/pay grade changes in effect at the time the new Collective Agreement is drafted, including changing the Handyman (M/F) class title to Building Services Attendant.

14. **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 provisions only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

15. **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]
BACK TO WORK AGREEMENT

between

North Vancouver Recreation Comission
(“the Employer”)

and

The Canadian Union Of Public Employees Local 389
(“the Union”)

The North Vancouver Recreation Commission and CUPE Local 389 hereby agree to the following terms and conditions related to the end of strike action during the current (2007) round of bargaining.

Return to Work

1. Provided the Memorandum of Agreement is ratified by the Union on 2007 August 04, the Union will direct its Regular Full-Time and Regular Part-Time Employee members to return to work for their first regular shift and at their normal start time on 2007 August 07 or as normally scheduled thereafter.

   Auxiliary and Temporary Full-Time Employees will be contacted by the Employer about their return to work dates and times as soon as reasonably practicable.

2. It is understood that the above-stated period shall be extended if bona fide reasons can be provided by the employee and they have made arrangements with the Employer for an acceptable return date.

No Discipline or Retaliation

3. The Employer agrees that there shall be no disciplinary action taken against any employee for any legal activities during the strike. The Union agrees not to take any action against an employee as a result of their participation or non-participation in the strike.

4. Both parties agree not to commence any court actions or litigation against the other with respect to the strike and, immediately upon signing this agreement, the parties will withdraw all existing complaints or applications to the LRB or to the Courts relating to this dispute or actions during the strike.

Benefits, Service and Seniority

5. For the period that employees were off work due to the dispute, the following will apply:

   (a) All employees who return to work shall suffer no loss of seniority, no modification of increment dates and no reduction in vacation as a result of being absent due to the strike.
(b) Sick leave credits will not be prorated for the period of the strike.

(c) The time lost during the strike shall not constitute a break in service for any employee.

6. Employees who are on vacation that commenced following the beginning of the strike shall be on paid vacation leave effective 2007 August 07.

7. All previously scheduled vacation shall be taken as scheduled.

8. The period of time absent as a result of the strike is not pensionable service.

9. The remaining balance of any probationary period which was being served at the time the strike commenced shall be served commencing the date the employee returns to work.

10. Any grievances pending or initiated by the Union or by an employee prior to the strike, the deadlines of which fell within the period of the strike, shall have the deadlines extended by the appropriate number of days following return to work.

11. The Employer shall recommence to pay its share of benefit premiums on 2007 August 07.

Ratification Vote

12. The Employer shall make the a mutually acceptable location available on 2007 August 04 for the Union’s ratification vote.

Resolution of Disputes

13. Any dispute arising from the implementation or interpretation of this Back to Work Agreement shall be subject to the grievance and arbitration provisions in the Collective Agreement.

Signed this 2 day of August, 2007.

ON BEHALF OF THE EMPLOYER:  

[Signature]

Neshyee

ON BEHALF OF THE UNION:

[Signature]

Jim German

GVRD/LRD/ab  

07.08.02