

2022

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER MUSEUM & ARCHIVES COMMISSION  
ON BEHALF OF MUSEUM & ARCHIVES OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF MUSEUM & ARCHIVES OF NORTH VANCOUVER (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE MUSEUM & ARCHIVES OF NORTH VANCOUVER;

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 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2020 -2021 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 2022 January 01 to 2024 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 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31<sup>st</sup> shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31<sup>st</sup> shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31<sup>st</sup> shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a), (b) and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**4. Inflationary Support Payment**

The Employers and the Union agree to a one-time inflationary support payment of three- and one-half percent (3.5%) of their new 2022 base straight-time hourly rate of pay (after the general wage increase application) for all Employees who are employed as of the ratification date (less applicable statutory deductions), plus an additional one-time retention payment of one percent (1.0%) of all regular straight time wages earned in the 2022 calendar year. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**5. Article 7 Employment, 7.1 Posting Vacancies**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7 Employment, 7.1 Posting Vacancies and 7.2 Promotions, Demotions and Transfers to read as follows:

- “(a) It is agreed that before filling any Regular Full-Time and Regular Part-Time position, the Employer will post the notice of vacancy for the position on the Employer website for a minimum of seven (7) calendar days, and will distribute the posting to current North Vancouver Museum and Archives employees by e-mail.
- (b) All notices of vacancies will contain the following information:
  - (i) nature of the position;
  - (ii) required qualifications, knowledge, education and skills;
  - (iii) wage or salary rate or range;
  - (iv) shifts (if any); and
  - (v) anticipated length of any temporary assignment, if posted.
- (c) All Regular Full-Time and Regular Part-Time positions that become vacant for greater than five (5) months for any reason will be posted by the Employer according to Article 7.1 (a). The position will be filled by the Employer no later than thirty (30) days after the posting of the notice. Notwithstanding the foregoing, the Employer may for any operational 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.

- (d) In making promotions, demotions or transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where in the opinion of the pertinent Manager, two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Employer shall be the determining factor.”

6. **Article 8 Benefits – Regular Full-Time and Temporary Full-Time Employees, 8.2 Extended Health Benefits**

Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.2 (d) & (f) Extended Health Benefits to read as follows:

**8.2 Extended Health Benefits**

- ...  
“(d) orthopedic shoes and medically prescribed custom-made orthotic insoles (combined maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), diabetic equipment and supplies, ostomy supplies ~~within existing plan limits—clinical psychologist services—(maximum payable of \$600.00 per person in a calendar year)~~, and coverage for the Nicotine Patch benefit with a \$350.00 per person lifetime maximum;
- ...  
“(f) Clinical Psychologists, counsellors, or other mental health services eight hundred dollars (\$800.00) per person per calendar year.

7. **Article 8 Benefits – Regular Full-Time and Temporary Full-Time Employees, 8.3 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 the 8.2 Dental Plan (d) as follows:

- ...  
“(d) The Employer agrees to pay 100 percent (100%) of the premium.”

8. **Article 8 Benefits – Regular Full-Time and Temporary Full-Time Employees, 8.20 Public Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.20 Public Holidays (a) to read as follows:

- “(a) All Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay, upon the commencement of their employment, on the following Public Holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the Employer.”

~~\*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public~~

~~Holiday.~~

9. **Article 9 Leaves of Absence, 9.2 Bereavement Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9.2 Bereavement Leave (e) to read as follows:

“(e) Upon application to and upon receiving the permission of the Director, an Employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by sections 9.2(a) and 9.2(b) above.”

10. **Article 9 Leaves of Absence, 9.6 Domestic or Sexual Violence Leave (NEW)**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new clause to Article 9 Leave of Absence, to read as follows:

“9.6 **Domestic or Sexual Violence Leave (NEW)**

The Employer and the Union jointly recognize that employees who experience domestic or sexual violence may need increased support to attend medical appointments and to make the life changes necessary to protect their health and safety. With that recognition in mind, employees who are eligible for domestic or sexual violence leave under the *Employment Standards Act* of British Columbia as amended, will be entitled to up to an additional five (5) paid leave days from work each year to seek medical attention, counselling or other social or psychological services, to seek legal advice, to seek law enforcement assistance, or to seek alternative housing. Employees may take these paid leave days in full or partial days and the paid leave days do not need to be taken all at once.”

11. **Article 11 General Provision, 11.2 Workplace Bullying, Harassment and Discrimination**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 11.2 Workplace Bullying, Harassment and Discrimination to read as follows:

“**11.2 Respectful Workplace**

The Employer and the Union agree that all forms of bullying, harassment and/or discrimination are unacceptable and will not be tolerated. A workplace free of bullying, harassment and/or discrimination will be supported by Employer policies which all employees will be made aware of and provided education and training according with those policies.”

12. **Conversions**

While not to be included in the Collective Agreement, within six (6) months of ratification of this Memorandum of Agreement, the Employer agrees to convert six (6) auxiliary positions to six (6) regular positions. These positions will be posted in accordance with Article 7.1. Within the first

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three (3) months of ratification of this Memorandum of Agreement, the Employer agrees that a minimum of three (3) of the six (6) positions will be posted, with the remainder to be posted within six (6) months of ratification. If a current employee of the North Vancouver Museum and Archives who has an auxiliary start date on or before October 25, 2023 is a successful candidate for one of the six (6) regular positions, on a without prejudice/precedent basis, extended health and dental benefits will commence on the first day of the month following the regular position start date.

**13. Housekeeping**

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

- (a) add Territorial Acknowledgment to Preamble;
- (b) delete expired effective dates; and
- (c) update the Collective Agreement to include gender neutral language;
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**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 a specific date, only the amendment 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 this Memorandum of Agreement is signed.

DATED this 30 day of April, 2024 in the CITY OF NORTH VANCOUVER.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE EMPLOYER:

  
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BARGAINING REPRESENTATIVES ON BEHALF  
OF THE UNION:

  
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