

2022

MEMORANDUM OF AGREEMENT

between the

NORTH VANCOUVER RECREATION AND CULTURE COMMISSION

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE NORTH VANCOUVER RECREATION AND CULTURE COMMISSION (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CHIEF ADMINISTRATIVE OFFICER OF THE DISTRICT OF NORTH VANCOUVER AND THE CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF NORTH VANCOUVER, AND THE NORTH VANCOUVER RECREATION AND CULTURE 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 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 Increases

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 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st 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 31st 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. One-time Lump Sum Payment

The Employer and the Union agree to provide employees who were employed during the 2022 calendar year and remain active employees as of the ratification date (less applicable statutory deductions) a one-time inflationary support payment equal to three and one half percent (3.50%) of all regular straight time wages earned in the 2022 calendar year plus an additional one-time lump sum payment equal to one percent (1.00%) 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 4.2 – Rest Periods

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4.2 to read as follows:

“Break Periods

Employees shall normally be allowed one (1) fifteen (15) minute break period during the first and second half of their seven (7), seven and one-half (7½), or eight (8) hour day. The Employer shall determine the time and manner in which an employee's break period may be taken.”

6. Article 4.5 – Daily Guarantee

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4.5(d) to read as follows:

- “(d) For the Fall, Winter and Spring Aquatic programmes which are scheduled between 3:30 p.m. and 6:30 p.m., the minimum payment for Regular Part-Time Employees and Auxiliary Employees working as Instructor Guard I or II or Lifeguard/Instructor 2 shall be three (3) hours' pay at the regular hourly rate.”

7. Article 5.4 – Pay for Acting in Senior Capacity

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.4(b) to read as follows:

- “(b) On every occasion that a clerical employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for all hours actually worked that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received is equal to, or exceeds, the minimum of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position.”

8. Article 7.2 – Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.2(a) to read as follows:

- “(a) Permanent employees shall be entitled to a holiday with pay on the following public holidays, namely: 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 to be a civic holiday;”

9. Article 7.4 – Compassionate Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.4(e) to read as follows:

- “(e) Upon application to, and upon receiving the permission of the Director or designate, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pall-bearer or a mourner in any case other than covered by paragraph (a) herein.”

10. Article 7.8 – Medical Services Plan of British Columbia

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.8 to read as follows:

- “The parties recognize that Medical Services Plan (MSP) premiums were eliminated as of January 1, 2020. Nevertheless, if Medical Services Plan (MSP) premiums that existed as of December 31, 2019 are reintroduced in the future, then the Employer agrees to pay seventy-five percent (75%) of the premium of the Medical Services Plan of British

Columbia for Regular Full-Time and Temporary Full-Time employees and the employees shall pay twenty-five percent (25%) of the premium.”

11. Article 7.9 – Extended Health Benefits

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.9 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, provided the employee is qualified to be enrolled in the Extended Health Care Plan. 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 (four hundred fifty dollars (\$450.00) per person), payable per twenty-four (24) month period;
- (c) hearing aids (seven hundred dollars (\$700.00) per person);
- (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 supplies, and ostomy supplies;
- (e) massage practitioner and physiotherapist services to a combined maximum of eight hundred dollars (\$800.00) 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) psychologist and clinical counsellors combined coverage to a maximum payable of eight hundred dollars (\$800.00) per person per calendar year.

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

The Commission shall pay one hundred percent (100%) of the premium for permanent employees for the Extended Health Care Plan.”

12. Article 7.10 – Dental Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.10(d) to read as follows:

“(d) The Employer shall pay one hundred percent (100%) of the premiums.”

13. Article 7.13 – Same Sex Benefit Coverage

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 7.13.

14. New – Article 7.19 – Domestic or Sexual Violence Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 7.19 to read as follows:

“Domestic or Sexual Violence Leave

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.”

15. New – Article 7.20 – Safety Boots

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 7.20 to read as follows:

“Safety Boots

Regular Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed up to one hundred and fifty dollars (\$150.00) every twenty four (24) months upon presentation of receipts.”

16. Article 10.6 – Discrimination

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.6 to read as follows:

“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.”

17. Schedule “F”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule “F” subsection (B)(13) to read as follows:

“Employees with Disabilities

The parties subscribe to the principles of the Duty to Accommodate pursuant to the Human Rights Code of BC.”

18. Letter of Understanding re: Flexible Hours of Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Letter of Understanding re: Flexible Hours of Work set out in ‘Appendix 1’ of this Memorandum of Agreement.

19. Housekeeping

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

- (a) update the Collective Agreement to include gender neutral language;
- (b) update Schedule “A” and Schedule “B”;
- (c) delete expired effective dates; and
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

20. 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.

21. 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.

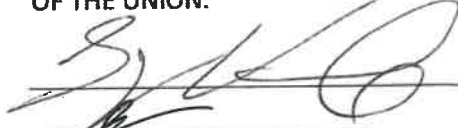
DATED this 31 day of January, 2024.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:





BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:



BRIAN WARMAN (Jan 31, 2024 14:58 PST)


Maryam Khalilipour (Jan 31, 2024 15:02 PST)

APPENDIX 1 – LETTER OF UNDERSTANDING – FLEXIBLE HOURS OF WORK

This is Appendix 1 referenced in item 18 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

NORTH VANCOUVER RECREATION COMMISSION
(hereinafter called “the Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called “the Union”)

FLEXIBLE HOURS OF WORK

Effective 2004 January 08, the following positions:

Aquatic Supervisors, Building Services Supervisors, and Lifeguard/Instructor 2s (seventy five (75) blocks [one hr.] = thirty-seven and one-half (37.5) hours per week or seventy-five (75) hour pay period)

Accounting and Budget Clerk, Accounting Clerk/Cash Control, Budget and Accounting Analyst, Buyer, Clerk Stenographer, Computer User Support Assistant, Fitness Advisors, Leisure Access Counsellor, Network Support Specialist, Payroll Clerk, Payroll Supervisor, Publicity and Operations Assistant, Purchasing Clerk, Recreation Facility Clerks, Recreation Programmers, Recreation Secretary, Supervisor – Weight Room, and Volunteer/Special Needs Programmer (seventy (70) blocks [one hr.] = thirty-five (35) hours per week or seventy (70) hour pay period)

shall be given the option of presenting to their supervisors, by 5:00 p.m. on the Wednesday prior to each two week pay period, an alternate schedule to the ‘normal’ schedule which, if accepted, will take precedence over the said ‘normal’ schedule in keeping with the terms of the Collective Agreement and the practices of the Employer. This employee-drafted schedule shall identify seventy (70) one hour blocks, or seventy-five (75) one hour blocks, as appropriate (for ease of reference, see above), which the incumbent proposes to work during the following fourteen (14) day period. No overtime benefits shall be awarded to Staff for any work performed within the abovementioned seventy (70) or seventy-five (75) blocks of one hour schedules; except that if an employee is requested to work any additional periods during this fourteen (14) day period, overtime shall be awarded at the normal remuneration, as covered by the Collective Agreement.

All sick time, vacations, emergency leaves, etc. shall be charged or credited against this revised bi-weekly schedule on a pro-rated basis. This will ensure that no employee will lose any bi-weekly pay or benefits.

Management shall ensure that adequate breaks are provided during and between work periods.

In the event that the employee brings forward a request for schedule change during the two (2) week period, the Supervisor will review the request and if in agreement, will authorize the change in schedule. Requests for changes will be accepted for review up to fifteen (15) hours prior to the requested change.

When considering a flex time request, the primary consideration for determination shall be program and/or facility requirements. If these requirements are met, authorization shall not be unduly denied.

The approved schedule and any amendments shall be posted in the most accessible location in the facility.

Executed this 31st day of March, 1998.

ON BEHALF OF THE NORTH VANCOUVER
RECREATION COMMISSION:

ON BEHALF OF THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 389:

"Bruce Ray"

"Cindy McQueen"

AMENDED DURING THE DRAFTING OF THE 2000-2002, 2003-2006 AND 2022-24 COLLECTIVE
AGREEMENTS.

