

2012

MEMORANDUM OF AGREEMENT

between the

CORPORATION OF THE DISTRICT OF NORTH VANCOUVER  
ON BEHALF OF NORTHLANDS GOLF COURSE  
(hereinafter called "the Employer")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF NORTH VANCOUVER (hereinafter called "the Employer"), AGREE TO RECOMMEND 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 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2008-2011 Collective Agreement continue except as specifically varied below by paragraphs 2 to 9, both inclusive.

2. **Term of Agreement**

The term of the New Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 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 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Special Wage Adjustment**

Effective 2014 September 01, all hourly rates of pay which were in effect on 2014 August 31 shall be increased by one-half of one percent (0.50%). The new hourly rates shall be rounded to the nearest whole cent.

5. **Article 4.5 – Rest Period Benefit**

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

“Rest Period Benefit

All employees who work a shift of five (5) hours or less shall be permitted one (1) ten (10) minute rest period. All employees who work a shift of more than five (5) hours shall be permitted two (2) ten (10) minute rest periods, one in the first half of the shift and one in the second half of the shift. Such rest period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged. In the case of Turf Care employees, the two (2) rest periods will be combined at the end of the shift subject only to variation by mutual agreement between the Union and the Employer.”

6. **Article 6.3 – Layoff and Recall**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 6.3(j) to read as follows:

“Seasonal Employees may notify the Employer at the time of their resignation, if they are voluntarily leaving in order to return to school, that they would like to

be eligible to return to work at the beginning of the next season. Those employees shall be eligible for recall as if they had been laid off and shall not be treated as new hires unless they are not available to return to work until April 01 or later. Such notice must be received by the Employer no later than the employee's last day of work."

7. **Article 10.12(a) – Acknowledged Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that "Family Day\*" will be added as a public holiday to Article 10.12(a) and a note will be added to Article 10.12(a) which states:

"\*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 for the purposes of this Collective Agreement."

8. **Long Term Disability**

While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Northlands Golf Course will be included in the Joint Committee which will be set up between the District of North Vancouver and its Union which is set out in item number 9 in the Memorandum of Agreement signed between the District and the Union on 2014 February 05 (the "District MOA").

The Joint Committee will be called the Long Term Disability Process Committee ("LTD Process Committee"). The Northlands Golf component of the LTD Process Committee will consist of not more than two (2) representatives of the Employer and two (2) representatives of the Union (this is in addition to the representatives set out in the District MOA) to discuss issues related to the feasibility of the Union establishing a Long Term Disability Plan (the "LTD Plan") for the members of the Northlands bargaining unit.

The Parties expressly agree that the LTD Plan that the Union is seeking to implement will not be funded in whole or in part by the Employer and that all costs of the LTD Plan will be borne by the Employees and/or the Union. The Employer, however, is prepared to deduct LTD Plan premiums from employees pay to be remitted to the LTD insurance carrier.

The purpose of the LTD Process Committee is to discuss:

- (a) processes that would be put into place with regard to sharing information;
- (b) processes for payment; and
- (c) all other issues that may be relevant to the potential introduction of an LTD Plan.

9. **Housekeeping Matters**

Effective the date of ratification of the Memorandum of Agreement, 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) removing expired effective dates and transitional wording;
- (b) replacing the words “Municipal Superannuation Plan” in Articles 7.1, 7.9, and 11.5(b)(2) with the words “Municipal Pension Plan”;
- (c) renaming Article 11.2 – from Compassionate Leave to “Bereavement Leave”;
- (d) amending Article 11.4(g)(2) to read as follows:

“Pension contributions will cease during the period of leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan”;
- (e) update the chart in Schedule “B”;
- (f) delete LOU - RE: ACCESS TO BENEFITS FOR CERTAIN SEASONAL EMPLOYEES; and
- (g) any other changes mutually agreed by the parties during drafting.

10. **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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11. **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 forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed.

Signed this 14th day of April, 2014.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

“Rhonda L. Bender”

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“C. Rogers”

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“S. Ayin”

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“S. Chen”

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“Steve Haggard”

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“Gary Nedergard”

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BARGAINING REPRESENTATIVES FOR CUPE  
LOCAL 389:

“W. Clay White”

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“R. Clark”

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“Aaron Young”

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“Tina Meadows”

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