

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF NORTH VANCOUVER (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE NORTH VANCOUVER CITY 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 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 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 31st shall be increased by three percent (3%). 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 (4.5%). 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%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Inflationary Support Payment

The Employer and the Union agree to a one time inflationary support payment of *three and one half percent (3.5%) of their new 2022 base hourly rate of pay, for all City Employees who were employed as of January 1, 2022 (less applicable statutory deductions). The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

*subject to Payroll reconciliation.

5. Article 3.1(c) Regular Hours

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3.1(c) to read as follows:

“(c) The working week shall commence at 7:00 a.m. Monday for Outside employees and at 8:30 a.m. Monday for Inside employees.”

6. Article 3.2 Non-Regular Hours

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3.2 to read as follows:

“Notwithstanding Article 3.1 of the Collective Agreement, it is agreed that certain essential duties are necessarily performed on Saturdays and Sundays and/or with daily starting times other than 7:00 a.m. for Outside employees and 8:30 a.m. for Inside employees. It is further agreed that those classes of employees set out in Schedule "C" attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those mentioned above, and that classes

included in the said Schedule "C" may be altered or added to from time to time according to civic requirements, by mutual consent of the parties hereto.

It is agreed that, subject to working out specific details, the Employer shall be at liberty to implement a seven (7) day work week for its street cleaning operations. It is understood and agreed that each employee who might be engaged in such operations will be entitled to two (2) consecutive days off per week."

7. Article 3.5 Rest Periods

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3.5 and the title to read as follows:

"Article 3.5 Break Periods

It is agreed and understood that all employees shall be permitted a fifteen (15) break period both in the first half and second half of each working shift. It is further understood and agreed that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged and that work will resume when the break period expires."

8. Article 4.2 Definitions of Employees

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

4.2 Definitions of Employees

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35), thirty-seven and one-half (37½), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise

which have the effect of terminating the project earlier than had been expected and announced.

*A Temporary Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

Where Temporary Part-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced

** The addition of this definition and how it impact other Articles within the Collective Agreement is outlined in Appendix A.*

An Auxiliary Employee is any other employee.

An Auxiliary Employee who has been employed full-time for more than twelve (12) continuous weeks shall commence on the first day of the thirteenth (13th) week, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees.

9. Article 4.4 Acting in a Senior Capacity

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4.4 follows:

“4.4 Acting in Higher Capacity

- (a) Any employee who is paid hourly and who is placed temporarily in a higher rated position than the employee's regular position, shall be paid the higher rate of pay whilst so employed in the higher rated position, provided that this Clause shall not apply to Supervisor or Assistant Supervisor, unless they are specifically appointed as such by the City Engineer.
- (b) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is higher than the position which the employee normally holds, the employee shall be paid for all hours actually worked where the duties of the higher position are carried out at the minimum rate in the scale for such higher position, except where the salary received in the

employee's own position is equal to, or exceeds, the minimum of the higher position in which case the employee shall receive the next higher rate in the pay range of the higher position.

For the purpose of this section, appointments of Inside employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

- (c) Subject to meeting operational requirements, appointments under Article 4.4(a) to Supervisor and Assistant Supervisor for terms of at least fourteen (14) consecutive days will be allocated, as far as is practicable, on a rotational system from employees who have the qualifications for the position and who express an interest to the Employer in participating in the rotational system. “

10. Article 4.19 Rest Period – Snow and Ice Control (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 4.19 Rest Period – Snow and Ice Control.

“4.19 Rest Period Pay – Snow and Ice Control

- (a) When an employee who is already working a regular shift agrees to work an overtime snow and ice control shift and must be sent home prior to the regular shift's completion to allow for the eight (8) hours free between work periods required in Article 3.3, the Employer will provide Rest Period pay for the regularly scheduled hours that are missed due to the imposed rest period. The compensation will be at the employee's regular hourly rate of pay.
- (b) When an employee completes a snow and ice control shift that does not allow for the eight (8) hours free between work periods before they start working their next regularly scheduled shift, and the employee misses hours in their regularly scheduled shift as a result of the imposed rest period, the Employer will provide Rest Period Pay for the missed regularly scheduled hours due to the imposed rest period. The compensation will be at the employee's regular hourly rate of pay.”

11. Article 5.1 Posting Vacancies

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.1 to read as follows:

“Article 5.1 – Posting Vacancies

- (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's career portal for a minimum of seven (7) calendar days and the

Employer will also post the notice of vacancy for the position at the Operations Centre.

- (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 5.1 (a). The position will be filled by the Employer according to Article 5.2 (a) 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.”

12. Article 6.3(a) Public Holidays

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

- “(a) All employees classified as Regular Full-time or Temporary Full-time shall be entitled to a holiday with pay upon the commencement of their employment 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, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.”

13. Article 6.4 Sick Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to change the name of Article 6.4 from Sick Leave to Health Leave, and any other references to Sick Leave in the Collective Agreement to Health Leave.

14. Article 6.4(g) Domestic or Sexual Violence Leave (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 6.4(g) to read as follows:

“6.4(g) 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. Article 6.7(e) Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend 6.7(e) to read as follows:

- (e) “Upon application to, and upon receiving the permission of the Department Head, 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 Article 6.7(a) herein.”

16. Article 6.11 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 6.11 Medical Services Plan of British Columbia 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 shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.”

17. Article 6.12(d) Extended Health Benefits

Effective the first day of the month following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.12(d) and add a new (f) in Extended Health Benefits to read as follows:

“6.12 Extended Health Benefits

- (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) clinical psychologist, counsellors, or other mental health services (maximum payable of eight hundred dollars (\$800.00) per person in a calendar year);”

18. Article 6.13 Dental Plan

Effective the first day of the month following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.13(d) to read as follows:

“6.13 Dental Plan

- (d) The Employer shall pay one hundred (100%) of the premium.”

19. Article 6.25 Safety Work Boot Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.25 Safety Work Boot Allowance to read as follows:

“6.25 Safety Work Boot Allowance

- (a) Except as provided in paragraph (b) below, Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of one hundred and fifty dollars (\$150.00) on September 1st of each year.
- (b) Except as provided for in paragraph (c) below, Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be paid an allowance of three hundred dollars (\$300.00) on September 1st each year.
- (c) Regular Full-Time Employees who are newly hired or who are newly transferred into a position where they are required to wear safety work boots in accordance with WorkSafeBC regulations and who have not yet received their allowance under paragraphs (a) or (b) above are entitled to receive their allowance prior to September 1st as a reimbursement for safety work boots that they have purchased for the position.”

20. Article 6.26 Premium Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.26 Premium Pay to read as follows:

“Article 6.26 Premium Pay

- (a) A premium of two dollars (\$2.00) per hour shall be paid to sewers employees while they are in contact with live sewage.
- (b) A premium of one dollar (\$1.00) per hour shall be paid to workers while they are performing disinterring duties. In circumstances where water table problems exist, grave preparation and interment duties (excluding ashes) shall also qualify for the premium.
- (c) First Aid Premium

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part Time & Auxiliary Employees</u>
OFA Level II	\$250 per month	\$1.60 per hour
OFA Level III	\$290 per month	\$1.90 per hour”

21. Article 6.28 Benefit Coverage During Layoff (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 6.28 Benefit Coverage During Layoff, to read as follows:

“6.28 Benefit Coverage During Layoff

- (a) Regular Full-Time and Temporary Full-Time Employees who have gained seniority rights and who are laid off from employment due to lack of work shall be entitled to leave without pay status until the end of the calendar month immediately following the month during which layoff occurs, for the purpose of continuing their eligible coverage under the following Employer benefit plans and programs: Extended Health, Dental Plan, Group Life Insurance and Optional Additional Life Insurance, and the Employee Family and Assistance Program. An employee’s eligibility for coverage under these plans and programs are subject to the terms of those plans and programs.
- (b) 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 continue its share of the premium under Article 6.11 until the end of the calendar month immediately following the month during which layoff occurs, provided that the employee’s share of the premium under Article 6.11 is paid in advance by the affected employee.

- (c) The Employer agrees to ensure that such leave without pay status and eligible benefit coverage continues in effect at the employee's cost during the period defined in paragraph (a) above, provided that such cost is paid in advance by the affected employee."

22. Article 6.29 Changing of Insurance Benefit Levels/Insurance Providers (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 6.29 Changing of Insurance Benefit Levels/Insurance Providers to read as follows:

"Article 6.29 Changing of Insurance Benefit Levels/Insurance Providers

If the Employer intends to make material changes to the insurance-based benefits provided to employees under the collective agreement or to the insurance providers of those benefits, then the Employer will consult with the Union prior to making those changes and will consider the Union's feedback. Relevant benefit information disclosure will be part of this consultation process."

23. Article 10.5 Sexual Harassment

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.5 and title to read as follows:

"Article 10.5 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."

24. Schedule "C" – Street Cleaning and Litter Collecting

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule C – Street Cleaning and Litter Collecting to read as follows:

"Litter Collecting

Work eight (8) consecutive hours, exclusive of an unpaid one-half (1/2) hour meal break, between the hours of 7:00 a.m. and 11:00 p.m. Employees will work any five consecutive days with two consecutive days off, except when changing work weeks. "

25. Schedule “C” – Park Attendant/Caretaker

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule C – Park Attendant /Caretaker to read as follows:

“Park Attendant

The Park Attendants work eight (8) consecutive hours, exclusive of an unpaid one-half (1/2) hour meal break, between the hours of 6:30 a.m. and 12:00 a.m. Employees will work any five consecutive days with two consecutive days off, except when changing work weeks.”

26. Schedule “C” – Street Sweeping and Flower Basket Watering

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule C – Street Sweeping and Flower Basket Watering as follows:

“Street Sweeping

Employees engaged in street sweeping may have their hours adjusted to commence work no earlier than 6:00 a.m.

Streetscape Watering

Employees engaged in streetscape watering may have their hours adjusted to commence work no earlier than 5:00 a.m.”

27. Schedule E – B – 13 Handicapped Workers

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Schedule E, B – 13 to read as follows:

“13. Employees with Disabilities

In keeping with the duty to accommodate, the Employer is willing to make every reasonable effort in cooperation with the Union to provide opportunities for employees with disabilities requiring workplace accommodations.”

28. Letters of Understanding (New)

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

- Variance in Regular Hours for Inside Employees (Appendix B)
- Encampment “Clean Up” Premium Pay (Appendix C)

29. Letters of Understanding (RENEW)

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to renew the following Letters of Understanding:

- Casual Pool Employees
- Hours of Work (Umpire List)
- Secondary School Student Work Experience Placement

30. Housekeeping

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

- (a) Amend Article 6.9(f) to update with gender neutral language
- (b) update Schedules “A” to “F”;
- (c) Schedule E, Appendix “A” to update 2. to reflect 13 annual public holidays
- (d) update the Collective Agreement, including classification titles, to include gender neutral language;
- (e) delete expired effective dates; and
- (f) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

31. 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.

32. Retroactivity

For clarity, unless otherwise expressly stated in this Memorandum of Agreement, any changes to the Collective Agreement are only made effective from the date of ratification onwards and carry no retroactive effect.

33. 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 11th day of September, 2023 in the City of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY OF NORTH VANCOUVER:

BARGAINING REPRESENTATIVES ON BEHALF
OF CUPE LOCAL 389:

Appendix A

Articles to be updated as a result of the new definition for Temporary Part-Time employee:

- **Article 3.1 Regular Hours**
 - **No changes required**
- **Article 3.8 Hours of work – Auxiliary Employees**

Hours of Work – Temporary Part Time and Auxiliary Employees

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all **Temporary Part Time and Auxiliary Employees** except in the case of a **Temporary Part Time or an Auxiliary Employee** working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the **Temporary Part Time or Auxiliary Employee**.

- **Article 3.9 Hours of Work – Auxiliary Employees**
 - **No changes required**
- **Article 4.7(b) Wage Increments**

(b) Regular Part-Time, Temporary Part-Time and Auxiliary Employees

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility, e.g., 1827 or 2088 hours

- **Article 4.8 Shift Premium**
 - **No changes required**
- **Article 4.12 Overtime Regular Full-Time and Temporary Full-Time Employees**
 - **No changes required**
- **Article 4.13 Overtime Regular Part Time and Auxiliary Employees**

Overtime -- Regular Part-Time, Temporary Part Time and Auxiliary Employees

(a) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

(b) **A Temporary Part Time** or an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a seven (7) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Article shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).

(c) **A Temporary Part Time** or an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a six (6) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the six (6) day week as defined in the Collective Agreement.

(d) Regular Part-Time, **Temporary Part-Time** and Auxiliary Employees shall be paid for overtime work at the following rates: (1) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day; (2) Two times (2X) for hours worked beyond two (2) hours in excess of the normal daily hours in a day; (3) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the normal weekly hours for the classification so occupied has been reached and thereafter overtime provisions would apply as per (1) and (2) above. If the Employer requires an employee to work on the sixth (6th) and/or seventh (7th) day of work in a week the employee shall be paid overtime as per paragraph (2) above.

- **Article 5.2(c) Seniority**

- (c) Regular Seniority Pool

A Seniority Pool will be established for Regular Full-Time, Temporary Full-Time, Regular Part-Time **and Temporary Part-Time** Employees. Access to the Regular Seniority Pool will be extended to:

- (1) All Regular Full-Time Employees upon completion of the probationary period.

- (2) All Temporary Full-Time Employees pursuant to paragraph (d) below.

- (3) All Regular Part-Time **and Temporary Part-Time** Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time, Regular Part-Time or **Temporary Part-Time**.

- **Article 6.1(b) Eligibility for Fringe Benefits**

- (b) Benefits For Regular Part-Time, **Temporary Part-Time** Employees and Auxiliary Employees

- Refer to Article 6.27.

- **Article 6.21 Benefit Administration**

- **No changes required**

- **Article 6.27 Benefits and Payment in Lieu for Regular Part-Time and Auxiliary Employees**

- Benefits and Payment in Lieu for Regular Part-Time, **Temporary Part-Time** and Auxiliary Employees

- (h) **Temporary Part Time Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits set forth in Articles 6.1 to 6.21 of this Agreement, provided however, that those Temporary Part Time Employees who have gained entry onto the Regular Seniority List shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.**

- (i) **No other benefits shall be provided to Temporary Part Time Employees unless expressly state in this Article 6.27.**

- **Article 6.3(f) Public Holidays**

- Public Holidays--Regular Part-Time, **Temporary Part-Time** and Auxiliary Employees

- A public holiday will be treated as a normal working day for all Auxiliary, ~~and~~ Regular Part-Time **and Temporary Part-Time** Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

- **Article 6.26(c) First Aid Premium**

- Premium Pay

- c) First Aid Premium

- Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational

Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part Time, Temporary Part Time & Auxiliary Employees</u>
OFA Level II	\$250 per month	\$1.60 per hour
OFA Level III	\$290 per month	\$1.90 per hour”

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

Schedule “C”

- **No changes required**

Schedule “F”

Compressed work weeks will not apply to Temporary Part Time employees but the “Auxiliary Employees” section at the end of the Schedule will apply to Temporary Part Time employees.

Letter of Understanding – Hours of Work

- **No changes required**

Letter of Understanding – Casual Pool

An employee in the Casual Pool who is appointed to a posted Regular Full-Time, Regular Part-Time, **Temporary Part-Time**, or Temporary Full-Time position shall convert to the appropriate status and shall not be covered by this Letter of Understanding.

Appendix B

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the “Employer”)

and the

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

VARIANCE IN REGULAR HOURS FOR INSIDE EMPLOYEES

The Employer and the Union agree that, for as long as this Letter of Understanding is in place, the following variance will apply to Inside Employees with respect to their regular hours of work as defined in Article 3.1:

1. An Inside Employee whose regular hours of work are from 8:30AM to 5:00PM may request permission from their Departmental Director to vary their start-time up to a maximum of one-half hour on either side of 8:30AM (i.e. to start no earlier than 8:00AM or to start no later than 9:00AM). Permission will not be unreasonably withheld by the Departmental Director.
2. An eating period and break periods cannot be used to shorten the length of the workday (e.g. an employee starting work at 8:00AM cannot finish work before 4:30PM and an employee starting work at 9:00AM cannot finish work before 5:30PM).

The Employer and the Union may amend any term or condition of this Letter of Understanding at any time by mutual written agreement.

Unless earlier terminated by the Employer and the Union in accordance with the terms and conditions of this Letter of Understanding, this Letter of Understanding will terminate upon renewal of the 2022 – 2024 Collective Agreement unless the term of this Letter of Understanding is otherwise extended by the written mutual agreement of the Parties.

The Employer or the Union may terminate this Letter of Understanding at any time by providing 60 calendar days’ written notice of termination to the other.

Dated this 11th day of September, 2023.

Signed: _____
Corinne Nichols
Manager, Human Resources
On behalf of the City of North Vancouver

Yvette Mercier
President
On behalf of CUPE Local 389

Appendix C

LETTER OF UNDERSTANDING

Between

CITY OF NORTH VANCOUVER
(the “Employer”)

and the

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

Encampment “Clean-Up” Premium Pay

The Employer and the Union agree that, for as long as this Letter of Understanding is in place, the following premium pay will apply to employees who are required by the Employer to clean-up an Encampment.

1. A premium of two-dollars (\$2.00) per hour shall be paid to employees while they are performing Clean-up Duties at an Encampment. The premium will be added to the employee’s regular rate of pay (hourly) for the duration of each shift or partial shift that the employee is assigned Clean-Up Duties at an Encampment directly.
2. For the purposes of this Letter of Understanding, an “Encampment” means a site not intended for human habitation (such as sidewalks, parks, forests, and road right of ways) where there are makeshift shelters, shacks, tents, and other housing-related structures that are not portable or moveable (e.g. shopping carts that are conjoined) present for at least 24 hours.
3. For the purposes of this Letter of Understanding, “Clean-up Duties” mean:
 - a. removing makeshift shelters, shacks, tents, and other housing-related structures at the Encampment; and
 - b. removing materials associated with an Encampment (including but not limited to biohazards, blood, bodily fluids, weapons, sleeping bags, shopping carts, food, drugs and drug paraphernalia)

with the support and presence of RCMP Officers, Bylaw Officers, and/or other enforcement agencies.

Unless earlier terminated by the Employer and the Union in accordance with the terms and conditions of this Letter of Understanding, this Letter of Understanding will terminate upon renewal of the 2022 – 2024 Collective Agreement unless the term of this Letter of Understanding is otherwise extended by the written mutual agreement of the Parties.

The Employer or the Union may terminate this Letter of Understanding at any time by providing 60 calendar days' written notice of termination to the other.

Nothing in this Letter of Understanding is intended to remove or derogate from the Employer's right to contract out the Clean-Up Duties at an Encampment.

Dated this 11th day of September, 2023.

Signed: _____

Corinne Nichols
Manager, Human Resources
On behalf of the City of North Vancouver

Yvette Mercier
President
On behalf of CUPE Local 389

ADDEDUM TO 2022 MEMORANDUM OF AGREEMENT

between the

CITY OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

Paragraph 4 of the signed Memorandum of Agreement between the parties dated September 11, 2023 references a Payroll reconciliation relating to a one-time Inflationary Support Payment.

The Payroll reconciliation has been completed and the Inflationary Support Payment is confirmed to be 3.5% of the new 2022 base hourly rate of pay, for all City Employees who were employed as of January 1, 2022 (less applicable statutory deductions), plus an additional 1.0% in lieu of benefits that could not be retroactively provided to City Employees in 2022.

DATED this 12th day of September, 2023 in the City of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE CITY OF NORTH VANCOUVER:

BARGAINING REPRESENTATIVES ON BEHALF
OF CUPE LOCAL 389:

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