

2022

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF NORTH VANCOUVER (hereinafter called "the Corporation"), 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 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 Corporation 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.

- (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) and (b) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

**4. Inflationary Support Payment**

- (a) The Corporation and the Union agree to a one-time inflationary support payment of three and one half percent (3.50%) of their new 2022 base hourly rate of pay, for all District Employees who were employed as of January 1, 2022 (less applicable statutory deductions) and are active employees at the time of ratification of the Memorandum of Agreement. The payment of the lump sum will be made as soon as possible following the date of ratification of the Memorandum of Agreement.
- (b) In recognition of the special circumstances related to housing and transportation, the Corporation and the Union agree to an additional one-time support payment of one percent (1.00%) of their new 2022 base hourly rate of pay, for all District Employees who were employed as of January 1, 2022 (less applicable statutory deductions) and are active employees at the time of ratification of the Memorandum of Agreement. The payment of the lump sum will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

**5. Article 4.1 – Regular Hours**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 4.1 to read as follows:

- “(a) The regular hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive.
- (b) The working week shall commence between 6:00 a.m. and 7:00 a.m. Monday for Outside employees, and between 7:00 a.m. and 8:30 a.m. for Inside employees.
- (c) The regular day shift for Outside employees shall be between 6:00 a.m. to 4:30 p.m. with one-half hour for lunch, Monday to Friday inclusive.
- (d) The regular hours of work for Inside staff shall be seven (7) consecutive hours per day, thirty-five (35) hours per week, between the hours of 7:00 a.m. and 4:30 p.m. with one (1) hour for lunch, Monday to Friday inclusive. Regular hours for

specified classifications or types of work may be thirty-seven and one-half (37½) or forty (40) hours of work per week as noted in Schedule “A”.

And agreement to make necessary formatting changes for housekeeping to other Articles and/or Schedules of this Collective Agreement to align with these stated hours.

**6. Article 4.2 – Non-Regular Hours**

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

“Notwithstanding Section 4.1 of this Article, it is agreed that certain essential duties are necessarily performed on Saturdays and Sundays and/or with daily starting times other than 6:00 a.m. for Outside employees and 7:00 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 municipal requirements, by mutual consent of the parties hereto.”

**7. Article 4.5 – Break Period Benefit**

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

“4.5 Break Period Benefit

All full-time employees shall be permitted a fifteen (15) minute break period in both the first half and the second half of each 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.”

**8. Article 4.9 – Standby**

Effective the date of ratification of this Memorandum of Agreement, the Corporation and the Union agree to amend Article 4.9 to read as follows:

“(a) Regular Full-Time Employees and Temporary Full-Time Employees of the Utilities Department, Public Works Department and the Information Technology Department, who are on Standby shall receive remuneration according to the following:

(1) Employees who stand by for a call to work between the end of a regular day shift on the first day of work in a week as defined in Clause 4.1 (excluding public holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the

employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay under Clause 5.10.

(2) Employees who stand by for a call to work at any other time (that is, during public holidays and weekends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Clause 5.10.

(3) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:

(.01) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period.

(.02) one (1) hour standby pay for periods of more than half of the full period.

(4) Employees engaged in standby are paid at their respective classified pay rates.

(b) The following conditions shall apply to employees who are on standby in the Utilities Department:

(1) All new employees in the Waterworks Division shall be required to take standby duties. All new employees in the Sewers Division shall be required to take water and sewer standby duties.

(2) A schedule of personnel who will agree to be on standby for emergency calls will be prepared and, under normal circumstances, they will rotate in order. Each person will be on standby from 4:30 p.m. on Friday, through to 8:00 a.m. on the following Friday. At this time, the person taking on standby duties will ensure that all necessary equipment is in the vehicle.

(3) In the event of inability of one standby employee to take their turn in order, the employee shall arrange for another to take their place with the approval of the applicable Section Manager. If, however, the person starts their week and is unable to complete it due to sickness or for some other valid reason, another standby will take over and the weekly standby premium could be prorated out between the two individuals involved. Anyone filling in for another in this way would still be required to take their full week in their regular turn.

(4) The applicable Section Manager will instruct each standby in the do's and don'ts of emergencies they can handle, and if in the opinion of the

standby, the situation is serious enough to call out the applicable Section Manager, the employee may do so.

- (5) Regular radio communications with the designated contact will be required of each standby employee whenever out on call and in the event of the standby employee requiring some labourers for assistance, the employee will again contact the designated contact who will have a list of all personnel, and will contact those who are prepared to come out.
- (6) The maintenance vehicles for each division will be completely equipped for most emergencies and the standby employee will be responsible to handle the problem on their own if at all possible.
- (7) The standby employee must be available for callout for all hours other than their normal working hours from 4:30 p.m. on Friday through to 8:00 a.m. on the following Friday during the duty week of standby.
- (8) If the standby employee leaves their place of residence during their standby week, that person must at all times notify the designated contact as to their whereabouts, or make arrangements for someone at their place of residence to be able to contact the employee or keep a pager as provided, in their possession for call purposes.
- (9) If called out, the standby person is paid no less than the Sub-Foreman-Public Works pay rate.”

**9. Article 5.5 – Acting in a Senior Capacity**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 5.5 to read as follows:

- “(a) Any employee (hourly rated) placed temporarily in a higher rated position than their regular position, shall be paid the higher rate of pay whilst so placed.
- (b) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incidental to a position covered by this Agreement which is senior to the position which is normally held, the employee shall be paid for all hours actually worked that they carry out the duties of the higher rated position at the minimum rate in the scale for such higher rated position, except where the salary received in their own position is equal to or exceeds the minimum of the higher rated position, in which case the employee shall receive the next higher rate in the pay range of the higher rated position.

For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the employee's exempt supervisor.

- (c) The Employer will advise the Union once an employee has been acting in a position for one (1) continuous year.”

**10. Article 5.12 – Rest Period Pay – Snow and Ice Control**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to add a new Article 5.12 to read as follows:

“5.12 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 4.3, the Corporation 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 Corporation 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.”

Agreement to a new Letter of Understanding to review the operation of this Article after its first year of use.

**11. Article 6.1 - Posting Vacancies**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 6.1 to read as follows:

- “(a) It is agreed that before filling any Regular Full-Time and Regular Part-Time position, the Corporation will post the notice of vacancy for the position on the Corporation’s career portal for a minimum of seven (7) calendar days and the Corporation 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 Corporation according to Article 6.1 (a). The position will be filled by the Corporation according to Article 6.2 (a) no later than thirty (30) days after the posting of the notice. Notwithstanding the foregoing, the Corporation may for any operational reason, including financial considerations, reductions in staffing levels, technological change and/or elimination of jobs due to restructuring, 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 7.3(a) – Public Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.3(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, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.”

**13. Article 7.4(g) – Domestic or Sexual Violence Leave**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to add Article 7.4(g) to read as follows:

- “(g) The Corporation 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.”

**14. Article 7.5(e) – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.5(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 7.5 (a) herein.”

**15. Article 7.10(b) - Extended Health Care Plan**

Effective January 1, 2024, the Corporation and the Union agree to amend Article 7.10(b) to read as follows:

“(b) Extended Health Care Plan

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, subject to being eligible for coverage under the rules of the Extended Health Care Plan, be entitled to be insured under 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 up to the reasonable and customary limits of the plan of one-hundred and 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, diabetic equipment and supplies, ostomy supplies, (\$600.00 per person), and coverage for the Nicotine Patch with a three hundred fifty dollars (\$350.00) per person lifetime maximum;
- (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 Psychologists, counsellors, or other mental health services 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 Corporation shall pay one-hundred percent (100%) of the premium.”

**16. Article 7.11 - Dental Plan**

Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.11 (d) to read as follows:

“(d) The Corporation shall pay one-hundred percent (100%) the premium.”

**17. Article 7.22 – First Aid Premiums**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.22 to read as follows:

“Employees who are required by the Corporation to perform first aid duties in addition to their normal duties and who hold a valid WorkSafeBC Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Corporation as follows:

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

**18. Article 7.23 – Dirty Pay**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.23 to read as follows:

“A premium of two dollars (\$2.00) per hour shall be paid to Sewers employees for the actual time spent in direct contact with live sewage.”

**19. Article 7.24 – Safety Work Boot Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Article 7.24 to read as follows:

“(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 reimbursed up to one hundred and fifty dollars (\$150.00) each year upon presentation of receipts.

- (b) Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be reimbursed up to three hundred dollars (\$300.00) each year upon presentation of receipts.”

**20. Article 7.27 - Changing of Insurance Benefit Levels/Insurance Providers**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to add Article 7.27 to read as follows:

“If the Corporation 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 Corporation will advise the Union prior to making those changes and will consider the Union’s feedback.”

**21. Article 8.4 – Right to Representation**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to add Article 8.4 to read as follows:

“An employee who is called into a meeting that will reasonably result in a written warning or more serious discipline will be advised of their right to have a steward or other union designate present.”

**22. Article 10.5 – Respectful Workplace**

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

“10.5 Respectful Workplace

The Corporation 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, or discrimination will be supported by Employer policies which all employees will be made aware of and provided education and training in accordance with those policies.”

**23. Schedule “C”**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to amend Schedule “C” as follows:

- (a) Add the following positions to Schedule C as follows:

- (i) “WASTE COMPLIANCE OFFICER: Employees in the positions covered by the class of Waste Compliance Officer may work any five (5) days of seven (7) days per week with two (2) consecutive days off, except where there is a shift change. The daily seven (7) hours will be worked between the hours of 4:00pm and 12:00am.”

- (ii) “MAINTENANCE COORDINATOR: Employees in the positions covered by the class of Maintenance Coordinator work Monday to Friday. The daily seven (7) hours will be worked between the hours of 6:00 a.m. and 10:00 p.m.”
  - (iii) “CREW LEAD – NATURAL AREAS: Employees in the positions covered by the class of Crew Lead – Natural Areas may work any five (5) days of the seven (7) days per week with two (2) consecutive days off, except where there is a shift change. The daily seven and one-half (7½) hours will be worked between the period of 6:30 a.m. to 10:00 p.m.”
  - (iv) “LEAD PARK RANGER: Employees in the positions covered by these classes may work any five (5) days of the seven (7) days per week with two (2) consecutive days off, except where there is a shift change. The daily eight (8) hours of work will be worked between the period of 8:00 a.m. to 10:00 p.m.”
- (b) Amend the following positions in Schedule C as follows:
- (i) “SENIOR PARK RANGER: Employees in the positions covered by this class may work any five (5) days of the seven (7) days per week with two (2) consecutive days off, except where there is a shift change. The daily eight (8) hours of work will be worked between the period of 8:00 a.m. to 10:00 p.m.”
- (c) Delete “North Shore Recycling Program – Administration” positions from Schedule C.

**24. Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to the following:

- (a) Amend Article 7.2 to incorporate Letter of Understanding re Vacation Entitlement and delete LOU;
- (b) Replace Umpire List in paragraph 7 of Letter of Understanding re Hours of Work with “Julie Nichols, Ken Saunders, and Randy Noonan” and renew Letter of Understanding;
- (c) A new Letter of Understanding re Building Inspector and Plumbing Inspector Mentorship Program (attached as Appendix 1 to this Memorandum of Agreement);
- (d) A new Letter of Understanding to establish joint committees to address the following items: (i) rotational system for acting assignments, (ii) market adjustments (iii) remote/hybrid work, (iv) Schedule “G” Task System, and (v) Snow and Ice Control Review; and
- (e) Renew all other Letters of Understanding.

**25. Housekeeping**

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

- (a) Update Collective Agreement, including classification titles, with gender neutral language;
- (b) Update Schedule “D” to reflect 13 annual public holidays;
- (c) Delete Article 7.14 Same Sex Benefit Coverage;
- (d) Update Schedules “A” and “B”;
- (a) Amend “Animal Shelter” provision in Schedule “C” to read as follows:

“ANIMAL SERVICES: For the forty (40) hour week provision in Schedule “A”, the Animal Services Coordinator, Senior Animal Services Officer and the Animal Welfare Officer may work Sunday to Thursday or Tuesday to Saturday from either 8:00 a.m. to 4:30 p.m., 9:00 a.m. to 5:30 p.m., 11:30 a.m. to 8:00 p.m., or from 1:00 p.m. to 9:30 p.m. with one-half (½) hour lunch included.”

- (e) Replace colonial terms throughout Collective Agreement;
- (f) Reformat numbering of sub-articles in Article 7.10(b) from (a)-(e) to (i)-(v);
- (g) Incorporate Article 5.3(a) into Article 3 and delete Article 5.3(b);
- (h) Retitle Schedule “F” to “Temporary and Auxiliary Employees”;
- (i) delete expired effective dates; and
- (j) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**26. Drafting of New Collective Agreement**

The Corporation 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.

**27. Retroactivity**

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

**28. Ratification**

The parties expressly agree that, upon the completed signing of the 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 15<sup>th</sup> day of September, 2023 in the District of North Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE DISTRICT OF NORTH VANCOUVER:

*“David Stuart”*

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*“Saira Walker”*

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*“Gurinder Gill”*

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BARGAINING REPRESENTATIVES ON BEHALF  
OF CUPE LOCAL 389:

*“Yvette Mercier”*

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*“Tony Volpe”*

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*“Brian Warman”*

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*“Johnny Tran”*

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*“Chris Losito”*

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This is the Appendix 1 referred to in Item #24(c)

LETTER OF UNDERSTANDING

between the

THE DISTRICT OF NORTH VANCOUVER  
(hereinafter called “the Corporation”)

and the

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

**COMPENSATION PLAN FOR EMPLOYEES IN THE BUILDING INSPECTOR AND PLUMBING INSPECTOR MENTORSHIP PROGRAMS**

The parties agree to establish a compensation plan for employees enrolled in the Building Inspector and Plumbing Inspector Mentorship Programs (hereafter referred to as “Program”).

The parties agree this Letter of Understanding is on a without prejudice and without precedent basis.

Definitions:

The Program: A one year program in the Permits and Licences Department that allows an employee that is not fully qualified to learn the duties of the Building Inspector and Plumbing Inspector classifications through a mentoring relationship with an experienced Inspector.

General:

The parties agree the following conditions apply to employees enrolled in the Program:

1. Fully qualified employees that are expected to perform the full scope of the Building Inspector and Plumbing Inspector classifications will not be included in the Program.
2. Enrolled employees that are deemed unsuccessful to continue in the Program will return to the position they occupied prior to enrollment in the Program.
3. Employees that complete the Program will be considered for any Building Inspector and Plumbing Inspector vacancies that are available at the time of completion. If there are no vacancies at the time of completion the employee will return to the position, they occupied prior to enrollment in the Program and will be considered for future Building Inspector and Plumbing Inspector vacancies.
4. Time spent enrolled in the Program will count towards salary progression in the position the employee occupied prior to enrollment in the Program.

5. Compensation Table

| <b>Progression Terms</b>  | <b>% of rate to Job Classification</b> |
|---------------------------|--|
| Start of program          | 80% of rate                            |
| Completion of 1st quarter | 85% of rate                            |
| Completion of 2nd quarter | 90% of rate                            |
| Completion of 3rd quarter | 95% of rate                            |

6. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
7. This Letter of Understanding shall be effective upon ratification of the 2022 Memorandum of Agreement and shall remain in force thereafter until either party serves 30 days written notice to cancel it.

DATED this 15<sup>th</sup> day of September, 2023.

Signed for the District of North  
Vancouver:

Signed for the Canadian Union of Public Employees,  
Local 389:

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