

**METRO VANCOUVER REGIONAL DISTRICT – GVRDEU**

**OFFER FOR SETTLEMENT**

**May 19, 2017**

**Introduction**

The following package of items is to be considered an Offer for Settlement submitted by the Employer to the Union to conclude the 2016 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.



2016

MEMORANDUM OF AGREEMENT

between the

METRO VANCOUVER REGIONAL DISTRICT  
(hereinafter called "the Employer")

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE METRO VANCOUVER REGIONAL DISTRICT, (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE METRO VANCOUVER REGIONAL DISTRICT BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 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**

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31<sup>st</sup> shall be increased by one and one half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31<sup>st</sup> shall be increased by one and one half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31<sup>st</sup> shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31<sup>st</sup> shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) 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. **Utility Systems Controllers**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to modify Clause 2.03(c)(ii) by replacing “0.75 hour straight-time pay” with “one-half (1/2) hour of pay at the prevailing overtime rate” in the second sentence.

5. **Housing Building Managers**

Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the last paragraph of Clause 5.07 to read as follows:

“The Employer will also cover the cost of heating and hot water utilities for on-site Building Managers’ residences, to a maximum of one hundred dollars (\$100.00) per month.”

6. **Benefits**

- (a) Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Employer will instruct the benefits carrier to amend the Extended Health Care Plan by increasing the vision care benefit to six hundred and fifty dollars (\$650.00) per person payable per twenty-four (24) month period.
- (b) Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Employer will include coverage for oral contraceptives.
- (c) Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.07(b) by replacing the words “50%” with “60%”.

- (d) Effective the first day of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.07(c) by replacing the words "\$3000" with "\$4,000".
- (e) Effective as soon as possible after the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.09(a) (Group Life Insurance) as follows:
  - “(a) Coverage shall be two times (2X) the basic annual salary rounded to the next highest thousand dollars (\$1,000) for employees under the age of sixty-five (65). Coverage shall be one times (1X) the basic annual salary rounded to the next highest thousand dollars (\$1,000) for employees aged sixty-five (65) to seventy-one (71). Employees age seventy-two (72) and older are not eligible for coverage. The maximum insured value is two hundred and fifty thousand dollars (\$250,000).”

7. **Short Term Illness and Injury and Long Term Disability Plans**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section Three of Clause 9.08(h) to read as follows:
  - “(h) A detailed outline describing employee LTD benefit coverage will be drawn up and mutually agreed to by the parties recognizing the following principles:
    - (i) Annual vacation and statutory holidays will be compensated by the Employer during the first six (6) months of LTD coverage.
    - (ii) Employee benefit coverage will be continued on the described cost sharing basis for a period of twenty-four (24) months of LTD coverage.
    - (iii) Employee benefit coverage will be available for the remainder of LTD coverage following the aforementioned twenty-four (24) month period, at the full expense of the employee.
    - (iv) The parties agree that application will be made to the Superannuation Commissioner for approval of the Long Term Disability Plan whereby the period of disability will be considered as "service" and will be approved for purposes of an indexed pension at maximum retirement age.
    - (v) Following 24 months of LTD coverage (30 months combined STII and LTD), the Employer may have no contractual obligation to return the employee to the workforce. The employee may however, retain employee status for the purpose of continuing to qualify for LTD benefits under Section Four of this Schedule, for continued enrolment in benefits under paragraph (iii) above, and for the purposes of benefits under the Pension (Municipal) Act.

- (vi) The Standing Committee will review each LTD case on a quarterly basis.”
- (b) While not to be included in the Collective Agreement, the Employer and the Union agree to the following transition arrangement for employees already on long term disability as of the date of ratification of the Memorandum of Agreement:
- (1) Employees in their first six months of long term disability are not impacted by this transition arrangement.
  - (2) Employees in their seventh through twenty-fourth month of long term disability who retained MSP and/or dental coverage at their own expense will have the normal cost share implemented effective the first of the month following ratification. Mandatory extended health coverage will continue at the normal cost share beginning the first of the month following ratification.
  - (3) Employees in their seventh through twenty-fourth month of long term disability who waived MSP and/or dental coverage will be offered a one-time only option to reinstate coverage effective the first of the month following ratification at the normal cost share. Mandatory extended health coverage will continue at the normal cost share beginning the first of the month following ratification.
  - (4) Employees in their twenty-fifth or later month of long term disability have had their MSP, extended health, dental and AD&D coverage terminated. These employees will have their AD&D coverage reinstated effective the first of the month following ratification at no cost to them. These employees will be offered a one-time only option to reinstate MSP, extended health and dental coverage effective the first of the month following ratification at their own expense. The Employer and the Union agree to waive the mandatory requirement for extended health for these employees.
  - (5) There will be no retroactive premium adjustments or enrolments as a result of this transition.
  - (6) Similar to life insurance, AD&D will now continue on a premium waiver basis for the duration of all long term disability claims.
  - (7) Employees who have arranged for alternate MSP, extended health and/or dental coverage through their spouse, and subsequently lose that coverage while on LTD benefits, will have the option of reinstating coverage at the normal cost share during the seventh through twenty-fourth month of long term disability, and at their own expense during the twenty-fifth or later month of long term disability.

8. **Boot Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.05 to read as follows:

“Regular Full-Time Employees in active service will receive a one hundred dollar (\$100.00) boot allowance every year toward the purchase of CSA approved boots. This allowance shall be paid annually on the first Monday of November to Regular Full-Time Employees employed as of that date.”

9. **Letters of Understanding**

(a) The Employer and the Union agree to renew the following Letters of Understanding:

- Shift Schedules – Annacis and Iona WWTP; and
- Reduced Time Employees

(b) The Employer and the Union agree to add the following new Letters of Understanding:

- (i) Subject to the resolution of a related grievance on the matter, Enrolment – Medical Services Plan of BC (attached as Appendix “A” to memorandum); and
- (ii) Forest Workers (Temporary Full-Time) (attached as Appendix “B” to memorandum)

(c) The Employer and the Union agree to amend paragraph (j) and (k) to the Letter of Understanding – Seymour-Capilano Filtration Plant (SCFP) Shift Schedule as follows:

“(j) An annual schedule for the plant will be prepared. To ensure all employees are scheduled to work one hundred sixty-three (163) shifts in a calendar year, adjustments to the schedule may be required:

- where an annual schedule does not identify one hundred sixty-three (163) 12-hour shifts to be worked; or
- when changes in shift rotation or crew assignment occur during the calendar year.

12-hour shifts will be added to or removed from the shift schedule by the Employer until the scheduled shifts equal one hundred sixty-three (163) in a calendar year. Such adjustments may be assigned by the Employer without attracting overtime premiums when shift(s):

- are adjacent to regularly scheduled shifts;
- do not result in the employee working more than four (4) consecutive regular 12 hour shifts; and
- do not result in the employee having less than two (2) consecutive days off in a seven (7) day period.”

- (k) The Employer will give a minimum of seven (7) days' notice of any change of shift from days to nights or nights to days. The employer will give a minimum of fourteen (14) days' notice of any other change of shift. Overtime will apply when required notice of a shift change is not given. Regular scheduled time within the notice period will be at regular rates.

10. **Boiler Premium**

While not to be included in the Collective Agreement the following is agreed as the text of a letter between the Parties: "This letter will confirm the Employer's practice of paying the following premiums where required by the position description and/or as designated by the Employer:

- (a) Employees holding a 5<sup>th</sup> class Power Engineer certification will be paid a bi-weekly premium of forty-five dollars (\$45.00).
- (b) Employees holding a 4<sup>th</sup> class Power Engineer certification will be paid a bi-weekly premium of sixty dollars (\$60.00).
- (c) Employees appointed by the Employer as Assistant Chief or Chief Engineer will be paid a bi-weekly premium of one hundred and twenty dollars (\$120.00)."

11. **Truck Driver/Storekeeper 1**

While not to be included in the Collective Agreement the following is agreed as the text of a letter between the Parties for the duration of the Collective Agreement: "On a without prejudice basis, the Truck Driver/Storekeeper 1 will work Monday through Friday five (5) days of eight (8) hours daily between the hours of 6:00 a.m. and 3:30 p.m."

12. **Housekeeping Matters**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following housekeeping changes:

- (a) update the General Information section of the Collective Agreement;
- (b) replace "Greater Vancouver Regional District (GVRD)" with "Metro Vancouver Regional District (MVRD)" wherever it appears in the Collective Agreement;
- (c) delete reference to Schedule "B" in clause 4.02(a) – Seniority Vacancies;
- (d) restructure the third paragraph of clause 9.05 to read as follows:

"The provision of Extended Health Care benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits:

- Vision care to a maximum of \$450 per covered employee and dependent per twenty-four (24) month period;



- Eye exams to a maximum of \$100 per covered employee and dependent per twenty-four (24) month period;
- Hearing aids to a maximum of \$700 per covered employee and dependent per five (5) calendar year period;
- Orthopedic shoes;
- Diabetic equipment and supplies;
- Ostomy supplies;
- Orthotics to a maximum of \$300 per covered employee and dependent per five (5) year period; and
- Registered Psychologist services to a maximum of \$1,000 per covered employee and dependent per calendar year.

The EHC lifetime maximum coverage under this Plan will be \$1,000,000 per each covered employee and dependent.”

The Employer and the Union agree that restructuring of this paragraph does not change any interpretation or practice of the clause for the parties.

- (e) amend first sentence of fourth paragraph of clause 9.05 (M.S.P and Extended Health) to read as follows:

“The Extended Health Care Plan shall provide a combined maximum paramedical benefit of \$1,500 per person covered per calendar year.”

- (f) update Schedule “A” as agreed to by the parties;
- (g) amend Appendix #1 (Apprenticeship Training Program) by removing the original signing date and signature block; and
- (h) make mutually agreeable housekeeping changes during the drafting of the new Collective Agreement

13. **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.

14. **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 sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED 19<sup>th</sup> day of May, 2017.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

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"Tony Cheong"

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"Marilyn Towill"

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"Sean Smyth"

\_\_\_\_\_  
"David Caird"

\_\_\_\_\_  
"Frieda Schade"

\_\_\_\_\_  
"Jacquie Griffiths"

\_\_\_\_\_  
"Bill Duvall"

BARGAINING REPRESENTATIVES FOR THE  
UNION:

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"Bill Eastwood"

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"Derek Gleig"

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"Chris Schoenefuh"

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"Brian Northam"

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"Darren Broughton"

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"John McLuskie"

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"Doug Smardon"

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"Jesse Mederos"

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"Clay Pelchat"

This is the Appendix A referred to in item number 9(b)(i).

**LETTER OF UNDERSTANDING #4**

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION

**ENROLMENT – MEDICAL SERVICES PLAN OF B.C.**

Despite section 9.05, an employee who attests to payment of Medical Services Plan of B.C. premiums through another source (such as through as spouse's employment) may opt out of Medical Services Plan of B.C. payment be the Corporation. If an opted-out employee loses payment from that other source, he or she must notify the Corporation and participate in accordance with section 9.05.

DATED 19<sup>th</sup> day of May, 2017.

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"Clay Pelchat"

This is the Appendix B referred to in item number 9(b)(ii).

**LETTER OF UNDERSTANDING #5**

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION

**FOREST WORKERS (TEMPORARY FULL-TIME)**

Temporary Full-Time (TFT) Forest Workers assigned to the Lower Seymour Conservation Reserve sector (LSCR) will work five (5) consecutive days of eight (8) hours each day between the hours of 7:00 a.m. and 9:00 p.m.

TFT Forest Workers assigned to the LSCR will be paid an additional three and one-half (3.50%) percent for all regular scheduled hours worked between the hours of 4:30 p.m. and 9:00 p.m.

Saturday and Sunday premiums as specified in Clause 3.03 are payable when TFT Forest Workers assigned to the LSCR work on these days.

TFT Forest Workers assigned to the LSCR will not have their hours of work or work week changed unless the employee is notified at least one (1) week in advance and the proposed change is to last at least two (2) weeks. Shift start times for TFT Forest Workers may be varied from day to day by mutual consent only.

DATED 19<sup>th</sup> day of May, 2017.

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EMPLOYER:

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