

2016

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF WEST VANCOUVER  
(hereinafter called "the Employer")

and the

AMALGAMATED TRANSIT UNION, LOCAL 134  
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DISTRICT OF WEST VANCOUVER (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE DISTRICT OF WEST VANCOUVER CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE AMALGAMATED TRANSIT UNION, LOCAL 134 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

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

**Previous Conditions**

All of the terms of the 2012-2016 Collective Agreement continue except as specifically varied below.

**Section A.1 – Term of Agreement**

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

- (a) amend A.1(b) by replacing "April 1, 2012 to March 31, 2016" with "April 1, 2016 to March 31, 2019"; and
- (b) amend A.1(e) by changing the month and year referenced therein from "April 1, 2012" to "April 1, 2016".



**General Wage Increase**

- (a) Effective 2016 April 01, the wage rates in effect at 23:59 on 2016 March 31 shall be increased by one-half percent (0.50%).
- (b) Effective 2017 February 01, the wage rates in effect at 23:59 on 2017 January 31 shall be increased by one point three percent (1.30%).
- (c) Effective 2017 April 01, the wage rates in effect at 23:59 on 2017 March 31 shall be increased by one-half percent (0.50%).
- (d) Effective 2018 February 01, the wage rates in effect at 23:59 on 2018 January 31 shall be increased by one point three percent (1.30%).
- (e) Effective 2018 April 01, the wage rates in effect at 23:59 on 2018 March 31 shall be increased by one-half percent (0.50%).
- (f) Effective 2019 February 01, the wage rates in effect at 23:59 on 2019 January 31 shall be increased by one point three percent (1.30%).

**Section A.16 (b) Medical Plan and Extended Health Benefit Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section A.16(b) to read as follows:

“Additional benefits included in the Extended Health Plan are: effective 2013 October 21, Massage and Physiotherapy to a combined yearly maximum of eight hundred dollars (\$800.00), effective 2013 October 21, Chiropractor and Naturopath to a combined yearly maximum of six hundred dollars (\$600.00), effective 2013 October 21, Orthotics coverage (\$300.00 per five (5) year period – doctor’s note required), Acupuncture, Hearing Aid Coverage of \$1,000 per year per five (5) year period. Effective the date of ratification, there shall be a maximum of ten dollars (\$10.00) of dispensing fee coverage for each prescription filled. All benefits are subject to the terms of the Extended Health Plan.”

**Section A.18 – Sick Leave and Gratuity Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section A.18(g) to read as follows:

“Employees will accrue seniority while absent on sick leave.”

**Section A.31 – Grievance Procedure**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section A.31 to read as follows:

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2016 FRAMEWORK FOR SETTLEMENT (cont'd)

"It is the intent of the parties hereto to settle any differences between them as expeditiously and harmoniously as may be possible. To all sections and classes drawn up in this Agreement the Municipality agrees to meet and deal with the duly-accredited bargaining representatives of the Union upon all questions relating to hours, wages and working conditions or where any difference arises relating to the discipline, suspension or dismissal of an employee covered by this Agreement.

Note 1: Time limits may be extended by mutual agreement.

Note 2: When the aggrieved employee and/or Union Representative (maximum of one (1) representative) attends a Step 2 or a Step 3 meeting during their regular working hours, they shall suffer no loss of pay. If the aggrieved employee and/or Union Representative (maximum of one (1) representative) attends on their own time, they shall be paid at their straight time rates for the time of the Step 2 or the Step 3 meeting. The minimum of one (1) hour shall apply.

**A. Normal Procedure**

(i) Step One: Any aggrieved employee or employees will present the grievance in writing and, along with a Union representative, shall first discuss the matter with the Superintendent of Maintenance or Superintendent of Operations, or designate in either instance within ten (10) working days of the incident and both parties shall attempt to settle the grievance within five (5) working days.

(ii) Step Two: If the grievance cannot be settled as in Step One above, the aggrieved employee will present the grievance, in writing, to the Transit Manager, with a copy to the Union Executive within ten (10) working days after the expiry of the five (5) working days as outlined in Step One.

The aggrieved employee, with a Union representative, will meet with the Transit Manager and the Director of Human Resources or designate, and they will attempt to settle the grievance within five (5) working days. The result of the Step Two meeting is to be communicated in writing to the Union at the West Vancouver office.

(iii) Step Three: If the grievance cannot be settled as in Step Two, the Union may submit the grievance to the Chief Administrative Officer or designate who shall meet with the parties within five (5) working days. Where the Union submits the grievance as above noted, such will be submitted within ten (10) working days after the expiry of the five (5) working days as outlined in Step Two. The result of the Step Three meeting is to be communicated in writing by the Chief Administrative

Officer or designate to the Union at the West Vancouver office within fifteen (15) working days.

- (iv) Step Four: If the grievance cannot be settled as in Step Three, either party may refer the dispute to Arbitration within thirty (30) working days of receipt of the written response in Step 3.”

The same amendments will be applied to Section B – Fast Track Procedure.

**Section B.3 – Duty Time**

The Employer and the Union agree to amend Section B.3 as follows:

- (a) Effective 2016 September 5, the Employer and Union agree to add a new Section B.3(c) to read as follows:

“Shift differential of ninety cents (\$0.90) per hour shall be paid to Operators working after 20:00 hours (Effective 2017 December 01, one dollar and five cents (\$1.05)). The shift differential shall be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime hours attached to the shift. Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.”

And re-letter the remainder of Section B.3

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Section B.3(j) by re-lettering to B.3(k) and to read as follows:

“Premium pay on Christmas Day shall be paid at two times (2) the employee’s regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year’s Eve shall be paid at one and one-half times (1½) the employee’s regular rate of pay for all hours worked between 1700 hours and the end of the service day.”

**Section C.1 – Working days, Hours and Shifts**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section C.1(f) to read as follows:

“The Employer will be implementing a four (4)-day work week with three (3) consecutive days off. The implementation of this work week arrangement will occur 2014 January 5. Such a schedule is intended to result in:

- no loss of productivity; and
- no additional cost to the Employer.

More specifically in terms of days to be clarified as follows:

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Such schedule will include recognition that mechanics may bank a maximum of fifty (50) hours of their statutory holiday hours per calendar year. All statutory holiday hours earned in excess of fifty (50) hours per calendar year shall be paid out during the pay period in which they are earned, e.g. any conversions such as statutory holidays will remain as paid on the basis of eight (8) hour days.

With respect to the alternate work week arrangement, notwithstanding the generality of the foregoing the conversion of the benefit shall result in no greater or no lesser benefit to mechanics than they would have had under a five (5)-day week eight (8)-hour setup. For example, for mechanics, in Article A.18.a(i), accumulation will be on the basis of twelve (12) hours per month (maximum one hundred and forty-four (144) hours per calendar year), cumulative to a maximum of two thousand (2000) hours.

In addition, the Employer and the Union agree to review the provisions of the Agreement prior to its implementation to ensure there is an understanding on how references to work days are to be applied. Examples of provisions that need to be reviewed include but are not limited to: A.8, A. 10(ii), A.11, A.13, A.15, A.18, A.22, A.28, C.1, C.2, C.5(c), and C.7. Further, the Employer and the Union agree to review the complete four (4)-day work week arrangement at the end of the term of the Agreement.”

**Section C.7 – Shift Differential**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section C.7 by:

(a) amending Section C.7(a) to read as follows:

“Shift differential of one dollar and sixty-five cents (\$1.65) per hour shall be paid to Maintenance staff in accordance with sub-section C.7(c). The shift differential shall be paid for the regular hours of the shift and includes the shift hours worked by replacement personnel, but will not be paid to overtime hours attached to the shift.”; and

(b) amending Section C.7(d) to read as follows:

“Premium pay on Christmas Day shall be paid at two times (2) the employee’s regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year’s Eve shall be paid at one and one-half times (1½) the employee’s regular rate of pay for all hours worked between 1700 hours and the end of the service day.”

**Section C.10 – Tool Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section C.10 to read as follows:

“As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance of eighty cents (\$0.80) per hour for hours worked (includes regular and overtime hours only). The Tool Allowance will be paid on the employee's payroll cheques on the first payday in January and the first payday in July of each year.

**Section C.12 – Maintenance Training**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to add a new Section C.12 to read as follows:

“Any Maintenance employee required to attend a training course of eight (8) hours or more offsite will be paid the employee's regular daily hours.”

**Section D.2 - Probation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to add a new Section D.2(a) to read as follows:

“A probationary period of six (6) calendar months applies to Permanent Part-Time Employees and a probationary period of twelve (12) calendar months and a minimum of six hundred (600) hours worked applies to Casual Employees to demonstrate their ability to perform the duties assigned.”

**Section D.8 – Duty Time**

The Employer and Union agree to the following:

(a) Effective 2016 September 05, the Employer and Union agree add a new Section D.8(e) to read as follows:

“Shift differential of ninety cents (\$0.90) per hour shall be paid to Community Shuttle Operators working after 20:00 hours (Effective 2017 December 01, one dollar and five cents (\$1.05)). The shift differential shall be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime

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hours attached to the shift. Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.”

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section D.8(f) to read as follows:

“Premium pay on Christmas Day shall be paid at two times (2) the employee’s regular rate of pay for all hours worked. If Christmas Day falls on a Sunday, the employee shall be paid at 200%. New Year’s Eve shall be paid at one and one-half times (1½) the employee’s regular rate of pay for all hours worked between 1700 hours and the end of the service day.”

**Section D.9 – Uniforms**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Section D.9(b) to read as follows:

**“Cleaning of Uniform**

- (i) The Municipality will provide each Permanent Part-Time Community Bus Operator with a cleaning allowance of thirteen dollars (\$13.00) payable each pay period. Operators will be responsible for maintaining their uniforms at a cleaner of their choice.
- (ii) The Municipality will provide each Casual Community Bus Operator with a cleaning allowance of thirteen dollars (\$13.00) payable each pay period worked. Operators will be responsible for maintaining their uniforms at a cleaner of their choice.”

**Skilled Trades Adjustment**

Effective 2018 April 1, a Skilled Trades adjustment of one point three (1.30%) percent will be provided for Mechanics.

CP  
LTA

**Schedule "A" – Wage Rates and Salaries**

(a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule "A" as follows:

(i) increase the Chargehand rate to 112% of Mechanic A rate;

(b) The Employer and Union agree to provide a market adjustment for Community Bus Operators as follows:

(i) Effective 2017 January 01 – 2.00%

(ii) Effective 2018 January 01 – 2.00%

(iii) Effective 2019 January 01 – 2.00%

**Schedule "C" – Letter of Agreement (Training Premiums)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Letter of Agreement by increasing the Certified Training Instructor premium to four dollars (\$4.00) per hour.

**Letter of Understanding - Mechanics**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to a new Letter of Understanding – Mechanics set out in Appendix 1.

**Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to any changes mutually agreed between the parties during the drafting of the Collective Agreement.

**Notice Items**

Effective the date of ratification of the Memorandum of Agreement, on a Without Prejudice basis, the Employer withdraws all notices of estoppel.

**Drafting of New Collective Agreement**

The District of West Vancouver 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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**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 the Memorandum of Agreement is signed.

Dated this 24th day of October 2016 at West Vancouver, British Columbia.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE DISTRICT OF WEST VANCOUVER:

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE AMALGAMATED TRANSIT UNION,  
LOCAL 134:

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This is the Appendix 1 referenced above.

LETTER OF UNDERSTANDING

between the

DISTRICT OF WEST VANCOUVER  
(hereinafter known as the "Employer")

and the

AMALGAMATED TRANSIT UNION, LOCAL 134  
(hereinafter known as the "Union")

RE: MECHANICS

This Letter of Understanding is intended to address issues related to recruitment and retention for Mechanics and Chargehands within the Maintenance Department.

Effective the date of ratification and notwithstanding the provisions in the collective agreement:

- Chargehands will be provided paid on-duty meal breaks to be taken on the premises.
- For Mechanics and Chargehands, overtime will be paid at two (2) times the employee's regular rate of pay for time worked over ten (10) hours.

This Letter of Understanding shall remain in force until 2019 March 31 and thereafter until either party serves thirty (30) calendar days' written notice of cancellation. Upon expiry of the notice period the Employer and the Union shall be bound by the provisions of the Collective Agreement.

Signed this 24th day of October 2016 at West Vancouver, British Columbia.

ON BEHALF OF THE DISTRICT OF WEST  
VANCOUVER:

Transit Manager

ON BEHALF OF THE AMALGAMATED  
TRANSIT UNION, LOCAL 134:

President, ATU Local 134

