

2020

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 2019 APRIL 01 AND EXPIRING 2022 MARCH 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

Previous Conditions

All of the terms of the April 1, 2016 to March 31, 2019 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 Section A.1 (b) by replacing "April 1, 2016 to March 31, 2019" with "April 1, 2019 to March 31, 2022"; and
- (b) amend Section A.1 (e) by changing the month and year referenced therein from "April 1, 2016" to "April 1, 2019".

General Wage Increase

- A. All Positions covered by this Collective Agreement other than as specifically noted in (B) Skilled Trades:
- (a) Effective 2019 April 01, the wage rates in effect at 23:59 on 2019 March 31 shall be increased by two percent (2 %).
 - (b) Effective 2020 January 01, the wage rates in effect at 23:59 on 2019 December 31 shall be increased by one percent (1 %).
 - (c) Effective 2020 April 01, the wage rates in effect at 23:59 on 2020 March 31 shall be increased by three percent (3 %).
 - (d) Effective 2021 April 01, the wage rates in effect at 23:59 on 2021 March 31 shall be increased by three percent (3 %).
- B. Skilled Trades (Mechanic "A" and inclusive of classifications in Schedule "A" where remuneration is a percentage of the Mechanic "A" wage rate):
- (e) Effective 2019 April 01, the wage rates in effect at 23:59 on 2019 March 31 shall be increased by two percent (2 %).
 - (f) Effective 2020 January 01, the wage rates in effect at 23:59 on 2019 December 31 shall be increased in accordance with Schedule "B".
 - (g) Effective 2020 April 01, the wage rates in effect at 23:59 on 2020 March 31 shall be increased by two percent (2 %).
 - (h) Effective 2021 April 01, the wage rates in effect at 23:59 on 2021 March 31 shall be increased by two percent (2 %).
 - (i) See "Skilled Trades Adjustment" on page 3 below

Shift Premiums

1. Section B – Conventional Bus Operations

Effective the date of ratification, the Employer and Union agree to amend Section B.3 (c) to read as follows:

"Shift differential of one dollar and five cents (\$1.05) per hour shall be paid to Operators working after 20:00 hours (effective date of ratification, one dollar and twenty five cents (\$1.25)). 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.”

2. Section C – Maintenance

Effective the date of ratification, the Employer and Union agree to amend Section C.7 (a) to read as follows:

“Shift differential of one dollar and sixty-five cents (\$1.65) per hour (effective date of ratification, one dollar and ninety five cents (\$1.95) 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.”

3. Section D – Community Bus Operations

Effective the date of ratification, the Employer and Union agree to amend Section D.8 (e) to read as follows:

“Shift differential of one dollar and five cents (\$1.05) per hour shall be paid to Community Shuttle Operators working after 20:00 hours (effective date of ratification, one dollar and twenty five cents (\$1.25)). 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.”

Company Bus Passes

Effective the date of ratification, the Employer and Union agree to amend Section A.7 (b) to read as follows:

“All employees covered by this Agreement shall receive an Employee Transit Pass for themselves plus two additional Transit Passes, for a spouse or dependent child. In addition, employees who retire from the Employer’s services and have completed two (2) years of service are eligible to receive a transit pass for their spouse. In addition, employees with five (5) or more years of service who are a medically proven disability case shall be granted a transit pass at the date of their total disability. This provision shall apply during the waiting period when total disability is being established.

This provision is consistent with the Translink – Transit Tariff (Part A - Definitions under the heading Employee Pass Holder, sections (i), (ii) and (iii)). If the Tariff were to change in these sections then to remain consistent with the Tariff the same changes would apply. Provisions/restrictions are detailed in the West Vancouver Transit Bus Pass application form, and are subject to any other provisions/restrictions provided for by the South Coast B.C. Transportation Authority.

Skilled Trades Adjustment

On 2020 April 1 and on 2021 April 1, the wage rates in effect for Mechanic “A” (inclusive of classifications in Schedule “A” where remuneration is a percentage of the Mechanic “A” wage rate) will be adjusted to ensure that they are in accordance with Schedule “B”.

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. Amend the first column of Schedule A, Section 2. Community Bus Operations as follows:

Rate Table	2019 Apr 1	2020 Apr 1	2021 Apr 1
First 3 weeks (training)* (80%)			
First Six Months rate			
Thereafter – 100% (Equivalent to \$6.50 below the “Thereafter – 100% step in the Conventional Transit Operator wage schedule)			

*When operating a bus on their own, during the first three (3) weeks of employment, the first six months rate will apply.

Housekeeping

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

- (a) remove gendered language throughout the Collective Agreement;
- (b) any other changes mutually agreed between the parties during the drafting of the Collective Agreement.

