

2022

MEMORANDUM OF AGREEMENT

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF 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 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. All changes are effective on the date of ratification unless otherwise noted.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (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 Increases

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.02 to read as follows:

- “(a) Effective 2022 January 01, all Schedule “A” wage rates in effect on 2021 December 31 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 Schedule “A” wage rates in effect on 2022 December 31 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 Schedule “A” wage rates in effect on 2023 December 31 shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.”

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. One-time Lump Sum Payment

The Employer and the Union agree to a one-time lump sum payment of three and one-half percent (3.50%) of all regular straight time wages earned in the 2022 calendar year, for all active Regular Full-Time employees at the time of ratification of this Memorandum of Agreement and for Temporary Full-Time and Reduced Time Employees who were employed on both July 01, 2022 and July 01, 2023. An additional one time lump sum recognition payment of one percent (1.00%) of all regular straight time wages earned in the 2022 calendar year will be made for all active Regular Full-Time employees at the time of ratification of this Memorandum of Agreement and for Temporary Full-Time and Reduced Time Employees who were employed on both July 01, 2022 and July 01, 2023.

Further to the above, the Employer and the Union agree that without prejudice or precedent to either parties' position to the interpretation or application of Clause 11.01, the Union and Employer agree that any lump sum payment(s) broadly applied across the bargaining unit, including those related to retention, inflation and recognition, that have been agreed to between the City of Vancouver and CUPE 1004 for 2022-2024 will not apply.

5. Clause 2 – Work Schedule

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.”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 2.03(a)(viii) to read as follows:

“(viii) Employees shall receive eight (8) hours of compensating time banked for Family Day and eight (8) hours of compensating time banked for National Day for Truth and Reconciliation in the pay period when the respective stats occur.”

6. Clause 3.05 – Meal Allowance - Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 3.05 – Meal Allowance - Overtime to read as follows:

“When it is not practical to provide a meal, a meal allowance of \$21.50 will be paid to employees when they work overtime in the following circumstances:

- (a) upon working two (2) hours' overtime immediately preceding or immediately following the employee's regular shift. Overtime of less than two (2) hours shall not qualify for the meal allowance. Further meal allowances shall be paid for each additional four (4) consecutive hours of overtime worked thereafter;
- (b) upon working four (4) consecutive hours' overtime not connected to a regular shift, except that, where an employee has been notified of a requirement to work overtime on a normal day off, the first meal allowance shall be payable when the employee works two (2) hours beyond the normal daily hours. In either case, further meal allowance shall be payable for each additional four (4) consecutive hours of overtime worked following the first meal allowance.”

7. Clause 3.09 – Statutory Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 3.09(a) to read as follows:

“After an employee has been employed for thirty (30) calendar days the employee shall, except where otherwise noted, be entitled to the following paid holidays: 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 declared as a statutory holiday by the provincial or federal government will be included as a paid statutory holiday.”

Note: see amendment to Clause 2.03(a)(viii).

8. Clause 3.14 – Compensating Time Off

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 3.14(c) to read as follows:

“(c) Any dollars remaining in this CTO bank at year-end (December 31st) may be taken as time off or withdrawn as cash until January 31 of the following year after which it shall be paid out in cash prior to February 28.”

9. Clause 5.07 – Housing Building Managers

Effective the date of ratification of this 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 and fifty dollars (\$150.00) per month.”

10. Clause 9.05 – M.S.P. and Extended Health

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 Clause 9.05 to read as follows:

“All employees are required to contribute 15% of the cost of the Medical Services Plan of B.C. and the Corporation will contribute the other 85%. The Corporation will contribute 100% of the cost of the Pacific Blue Cross Extended Health Care Plan.

New employees will be required to participate in the Medical Services Plan of B.C. and the Pacific Blue Cross Extended Health Care Plan cost and benefits on the first day of the month following the date of employment. Where employment begins on the first day of the month, benefit enrollment will occur immediately. If new or rehired employees have been paying regularly into the Medical Services Plan of B.C. or the Pacific Blue Cross Extended Health Care Plan at their previous place of employment, they will continue to pay into the Medical Services Plan of B.C. and the Pacific Blue Cross Extended Health Care Plan as soon as they start to work for the Corporation. An employee who works one or more days in the month of termination of employment will pay their normal share of the premium for that month, to be deducted from their final cheque, and will be given coverage under the Medical Services Plan of B.C. and the Pacific Blue Cross Extended Health Care Plan until the end of the month in which the employee terminates.

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 \$650.00 per covered employee and dependent per twenty- four (24) month period;
- Eye exams to a maximum of \$125.00 per covered employee and dependent per twenty-four (24) month period;
- Hearing aids to a maximum of \$700.00 per covered employee and dependent per five (5) calendar year period;
- Orthopedic shoes;
- Diabetic equipment and supplies;
- Ostomy supplies;
- Orthotics to a maximum of \$300.00 per covered employee and dependent per five (5) year period; and
- Psychological services to a combined maximum of \$1,500.00 per covered employee and dependent per calendar year.
- Oral contraceptives.

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

The Extended Health Care Plan shall provide for a combined maximum paramedical benefit of \$1,500 per person covered per calendar year. This benefit will cover fees for the following services provided by a practitioner registered to practice in the Province in which service is rendered:

- physiotherapy
- massage therapy
- chiropractor
- naturopath
- podiatrist
- acupuncture
- speech therapy”

Further to the above, while not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree that the Extended Health Benefits plan will be amended such that:

- Psychological services to a combined maximum of \$1,500 per each covered employee and dependent per calendar year for Registered Psychologists and approved online Cognitive Behavioural Therapy (iCBT) programs. Psychological services include the services of Registered Clinical Counsellors, Registered Social Workers, and Registered Marriage and Family Therapists.

11. Clause 9.07 – 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 Clause 9.07 – Dental Plan, sub-section (b) to read as follows:

“(b) Prosthetics, crowns, implants and bridges (Plan B) paying for 60% of the approved schedule of fees.”

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 Clause 9.07 – Dental Plan, sub-section (d) to read as follows:

“(d) The premiums for the Dental Plan will be paid 100% by the Employer.”

12. Clause 9.08 – Section Two - Temporary Full-Time and Probationary Regular Full-Time Employees

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.08 – Section Two - Temporary Full-Time and Probationary Regular Full-Time Employees, sub-section (a) to read as follows:

“(a) Employees shall be credited with one (1) sick leave day for each earned month of employment (30 days) to a maximum of ten (10) days per calendar year.”

13. Clause 9.12 – Leaves of Absence

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.12(c) to read as follows:

“(c) Funeral Leave

An employee shall be granted leave up to a maximum of five (5) days if required without loss of salary or wages in case of death of a parent, wife, husband, brother, sister, son, daughter, grandparent, grandchild, parent-in-law, or other relative if such other relative was normally resident in the employee's household. An employee shall be granted up to one (1) day off without loss of pay to attend a funeral as a pallbearer.”

14. Clause 10.03 – Coveralls

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new subsection (d) to Clause 10.03 – Coveralls to read as follows:

“(d) Inspection and Survey Groups”

15. Clause 10.05 – Boot Allowance

Effective January 01, 2022 and for employees who are active on the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.05 – Boot Allowance to read as follows:

“Regular Full-Time Employees in active service will receive a one hundred fifty (\$150.00) dollars boot allowance every year toward the purchase of CSA approved boots. This allowance shall be paid annually on the first Monday in November to Regular Full-Time Employees employed as of that date.

16. Boiler Premium

While not to be included in the Collective Agreement, effective the first pay period following the date of ratification of this Memorandum of Agreement, the following is agreed to 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:

- Employees holding a 5th class Power Engineer certification will be paid a bi-weekly premium of fifty dollars (\$50.00)
- Employees holding a 4th class Power Engineer certification will be paid a bi-weekly premium of sixty-five dollars (\$65.00)
- Employees appointed by the Employer as Assistant Chief or Chief Engineer will be paid a bi-weekly premium of one hundred and twenty-five dollars (\$125.00)”

17. Letters of Understanding

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

- (a) Letter of Understanding #1 – Seymour Capilano Filtration Plant (SCFP) Shift Schedule;
- (b) Letter of Understanding #2 – Shift Schedules – Annacis and Iona WWTP;
- (c) Letter of Understanding #3 – Reduced-Time Employees;
- (d) Letter of Understanding #4 – Enrolment – Medical Services Plan of BC;
- (e) Letter of Understanding #5 – Forest Workers (Temporary Full-Time).

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the NEW Letter of Understanding – Fleet Services Afternoon Shift set out in ‘Appendix 1’ of this Memorandum of Agreement.

- (f) Letter of Understanding #6 – Fleet Services Afternoon Shift

18. Employer Notice Letter

The Employer agrees to withdraw the ‘Summary of Job Postings’ section from its Notice Letter dated May 4, 2022, and the parties agree that this withdrawal is without prejudice to the positions of either party.

On a without prejudice or precedent basis, with regard to the Clause 9.11 – Annual Vacation section from the Employer’s Notice Letter dated May 4, 2022:

- the Parties agree to refer the matter to a single Arbitrator in accordance with clause 7.03 of the Collective Agreement; and,
- the Employer agrees to not implement the change in practice unless an arbitration decision has been rendered in the Employer’s favour.

19. Housekeeping

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

- (a) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement;
- (b) The Employer and the Union agree to apply gender-neutral terminology throughout the Collective Agreement by replacing terms such as “he”, “him” or “his” with “they” or “the/an employee” and by altering job titles by removing “...man” and replacing it with “person” or “Lead”, etc.; and,
- (c) the parties agree to amend paragraph 2 of Clause 9.05 as a Housekeeping Item in the drafting of the Collective Agreement beginning in 2025 to reflect that the Extended Health Care Plan premium is 100% Employer paid.

20. Drafting of New Collective Agreement

The Employer and the Union agree that in all instances where an amendment to a 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. Dates that mark the introduction of existing provisions of the Collective Agreement will remain unless there is specific agreement to delete them.

21. 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 this Memorandum of Agreement is signed.

DATED this 3rd day of November, 2023.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"Ravi Chhina"

"Tarynne Summers"

"Mike Redpath"

"Heidi Walsh"

"Mani Deo"

"Briana Pellegrino"

"Jeff Marwick"

"Tony Cheong"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"Jesse Medeiros"

"Emil Podikov"

"Elizabeth Kronstal"

"Ben Palmeri"

"Enzo De Rose"

"Shant Bedrossian"

"Bruce Campeau"

"Linnar Lee"

"Nicholas Herrmann"

APPENDIX 1 – FLEET SERVICES AFTERNOON SHIFT

This is Appendix 1 referenced in item 16 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING #6

between the

METRO VANCOUVER REGIONAL DISTRICT

(hereinafter called "the Employer")

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION

(hereinafter called "the Union")

(collectively, "the Parties")

FLEET SERVICES AFTERNOON SHIFT

The Parties agree to the following with respect to the introduction of the Afternoon Shift:

1. Fleet Employees will work eight (8) consecutive hours daily, Monday through Friday, between the hours of 7:00 a.m. and 12:00 a.m. The Day Shift will be from 7:00 a.m. to 3:30 p.m. The Afternoon Shift will be from 3:00 p.m. to 12:00 a.m.;
2. A three and one-half percent (3.5%) shift differential will apply to those employees scheduled on the Afternoon Shift, for all hours actually worked between the hours of 3:00 p.m. to 12:00 a.m. and any overtime directly connected to their Afternoon Shift.
3. The Regular Full-Time positions allocated to the afternoon shift will not exceed the Regular Full-Time positions allocated to the Day Shift;
4. Vacant Regular Full-Time Day Shift positions will be posted as Day Shifts. Vacant Regular Full-Time Afternoon Shift positions will be posted as Afternoon Shifts. Temporary Full-Time positions will not be posted but will be specifically assigned to Day Shift or Afternoon Shift;
5. Employees posted or assigned to the Day Shift or Afternoon Shift will not be required to work their non-posted or non-assigned shift. Employees may move between shifts on an ad hoc or temporary basis subject to operational requirements of the Employer and the agreement of the Employee;
6. There will be a Trades Foreman scheduled to work each shift;

7. Temporary assignments for the purpose of backfilling the Trades Foreman will be subject to operational requirements.
8. All existing Fleet Employees at the date of ratification will remain on Day Shift.

DATED ____ day of _____, 2023.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:
