

2022

MEMORANDUM OF AGREEMENT

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

TEAMSTERS LOCAL UNION NO. 31

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 TEAMSTERS LOCAL UNION NO. 31 (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

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 1 to read as follows:

"This Agreement shall be for a term of three (3) years with effect from 2022 January 01 to 2024 December 31, both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the Labour Relations Code; or
- (b) the Employer lawfully locks out in accordance with the provisions of the Labour Relations Code; or

- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.”

3. General Wage Increases

The Employer 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 31st 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 31st shall be increased by four and a 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 31st 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 this Memorandum of Agreement.

4. One-time Lump Sum Payment

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree that a one-time lump sum in the amount of two-thousand three-hundred and fifty dollars (\$2,350.00) will be paid to all active employees at the time of ratification.

5. Coverage

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to exclude the following classification from the bargaining unit:

- (a) Accounting Supervisor

On a one-time basis the Employer will offer each affected incumbent the option of remaining in the classification as an exempt employee or Union member. Incumbents choosing to remain in

the Union will be grandparented as Union members in their current position, and once vacated by the incumbent, the position will be excluded.

6. Clause 5.3 – Increment Dates

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.3 to read as follows:

“Subject to "c" below,

- (a) Employees shall receive incremental increases following the anniversary date(s) of their employment, promotion, demotion or reclassification.
- (b) In classes for which increments are provided on a six (6) month basis employees shall receive the next increment at six (6) month intervals after their date of employment, promotion, demotion or reclassification.
- (c) In Pay Grades 9 to 14: incremental increases from Steps 1 to 2 and 2 to 3 shall be applied after six (6) months; thereafter incremental increases shall be applied after twelve (12) months;

Pay Grade 15: incremental increases from Steps 1 to 2 shall be applied after six (6) months; thereafter incremental increases shall be applied after twelve (12) months;

Pay Grade 16 and above: incremental increases shall be applied after twelve (12) months.”

7. Clause 6 – Pay for Acting at a Higher Pay Grade

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 6 to read as follows:

“When an employee is temporarily appointed to carry out the duties incident to a position covered by this Agreement which is a higher pay grade than the position which the employee normally holds, the employee shall be paid for all hours actually worked the duties of the higher pay grade position are carried out at the minimum rate in the scale for such higher pay grade position except where the salary received in the employee's own position is equal to, or exceeds the minimum of the higher pay grade position in which case the next higher rate in the pay range of the higher pay grade position shall be paid.

When an employee is assigned substantial additional duties for a temporary and limited period of time, but which duties are not incidental to a higher pay grade position, the Department Manager may authorize a temporary acting premium which shall be not less than one step higher than the employee's regular rate of pay.

Appointments of employees to a level of higher responsibility must be authorized either orally or in writing, by the Department Manager and will not be considered as a temporary promotion.”

8. Clause 9 – Vacations and Public Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Clause 9(d) to read as follows:

“(d) Effective January 01, 2024, except where vacation can otherwise be deferred, should an employee not request vacation by September 30th of the current year, the Employer and the employee will attempt to schedule vacation on a mutually agreeable basis. If mutually agreeable dates cannot be determined, the Employer reserves the right to schedule up to three (3) weeks of vacation for that employee by the end of the year it is earned.”

9. Clauses 9.1(e) and 9.1(f) – Vacation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.1(e) and 9.1(f) to read as follows:

“(e) During the sixteenth (16th) up to and including the twenty-first (21st) calendar year of service, an employee shall be granted an annual vacation of twenty-five (25) working days.

(f) During the twenty-second (22nd) and all subsequent calendar years of service, an employee shall be granted an annual vacation of thirty (30) working days.”

10. Clause 9.1(i) – Vacation Proration

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Clause 9.1(i) to read as follows:

“(i) Vacation Proration

Where an employee is absent but on a bona fide unpaid sick leave, the employee is entitled to continued accrual of annual vacation of up to twelve (12) months. The employee shall not accrue for the periods that exceed twelve (12) months.”

While not to be included in the Collective Agreement, the parties agree that the General Application Dispute – Vacation Proration grievance is resolved.

11. Clause 9.2(a) – Public Holidays and Eligibility

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.2(a) to read as follows:

“Regular Full-Time Employees and Temporary Full-Time Employees who are on duty or on paid leave and have worked at least fifteen (15) of the last thirty (30) days prior to the public holiday are entitled to a holiday with pay.

Eligible employees are entitled to the following public holidays, namely:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Victoria Day
Easter Monday	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	

and any other day proclaimed as a holiday by the Province of British Columbia.”

12. Clause 10.2 – Medical Services Plan (M.S.P.) and Extended Health Benefits

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.2 to read as follows:

“Extended Health

- (a) (i) Regular Full-Time Employees and Temporary Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The Plan shall contain, among other benefits, a vision care option six hundred and fifty dollars (\$650.00) per person, payable per twenty-four (24) month period), coverage for hearing aids, coverage for orthopedic shoes, coverage for orthotics in the amount of three hundred dollars (\$300.00) per person per five (5) calendar years, diabetic equipment and supplies, ostomy supplies, coverage for oral contraceptives, coverage for psychological services of one thousand five hundred dollars (\$1,500.00) per year, and coverage for eye examinations in the amount of one hundred dollars (\$100.00) per person every twenty-four (24) months. The deductible remains one hundred and fifty dollars (\$150.00) per calendar year per family. The lifetime maximum coverage under this Plan will be \$1 million dollars (\$1,000,000.00) per person.

- (ii) The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%) of the premium for the Extended Health Care Plan.
- (iii) Regular Part-Time and Auxiliary Employees who have completed a minimum of one thousand and forty-four (1044) hours' continuous service and are appointed to a Regular Full-Time position without a break in service, shall be entitled to benefit coverage on the first of the month following their appointment to the Regular Full-Time position. For those employees who have less than one thousand and forty-four (1044) hours the full benefit waiting period shall be served."

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:

- o 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.

Further to the deletion of 10.2(a) and 10.2(b), effective January 01, 2022, the Employer and the Union agree to the Letter of Understanding as set out in Appendix 1 of this Memorandum of Agreement.

13. Clause 10.3 – Dental Services Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.3(b) to read as follows:

- "(b) Major Services, including prosthetics, crowns, implants and bridges at sixty percent (60%) of the approved schedule of fees;"

14. Clause 10.14(c) – Return to Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.14(c) to read as follows:

- "(c) Return to Work

On resuming employment an employee shall be reinstated to the previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.

Where an employee is absent on maternity leave the annual vacation will not be prorated.

Where the employee is absent on parental leave, the employee is entitled to continued accrual of annual vacation of up to twelve (12) months. The employee shall not accrue for the periods that exceed twelve (12) months.”

While not to be included in the Collective Agreement, the parties agree that the General Application Dispute – Vacation Prorating grievance is resolved.

15. Clause 11.1 – Work Week

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.1(e) to read as follows:

- “(e) An individual employee's daily start time may be varied by up two (2) hours in either direction by mutual agreement between the employee and supervisor, subject to the operational requirements of the Employer; provided that such variance shall not trigger overtime, shift premium, or any other premium payment.”

16. Clause 11.2 – Probationary Period for New Employees

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.2 to read as follows:

- “(a) Except as provided for in Clause 11.2 (b), all new employees shall be placed in a probationary capacity until the completion of six (6) months' service. The Employer may extend the probationary period by up to a further three (3) months' service by requesting the Union's agreement, which shall not be unreasonably denied.
- (b) New employees hired into a classification with a pay grade of 27 and above shall be placed in a probationary capacity until the completion of nine (9) months' service. The Employer may extend the probationary period by up to a further three (3) months' service by requesting the Union's agreement, which shall not be unreasonably denied.
- (c) Such probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the employee is placed in probationary capacity. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (d) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:

- (i) the quality of work
 - (ii) conduct
 - (iii) interpersonal skills
 - (iv) ability to meet production standards set by the Employer.
- (e) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment."

17. Clause 11.4 - Posting Positions and Filling Vacancies

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.4(b) to read as follows:

- "(b) The procedure in Clause 11.4(a) shall apply to temporary positions which are expected to exceed six (6) months in duration, except that when a co-op student is hired for work term(s) of up to twelve (12) months in total duration. In this case, no posting will be required. Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed."

18. Clause 11.11(d) – Boot Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.11(d) to read as follows:

- "(d) Boot Allowance

Regular Full-time employees whose duties require them to wear safety boots in accordance with WorkSafeBC regulations shall be reimbursed to a maximum of one hundred and fifty dollars (\$150.00) toward the purchase of CSA approved safety boots every three (3) years upon presentation of original receipts."

19. Clause 13.1 – Grievances

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 13.1 to read as follows:

- "Grievances

- (a) Any difference concerning the dismissal, discipline or suspension of any employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

Step 1

Within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the aggrieved employee(s) shall first take up the matter with their immediate supervisor, or in the supervisor's absence the Division Head or General Manager or designate. Within ten (10) working days of receiving the grievance, the immediate supervisor and the grievor shall meet to attempt to resolve the matter. At the option of the aggrieved employee a Shop Steward or Union representative may be present at the meeting.

Step 2

If the matter is not satisfactorily resolved within ten (10) working days of the meeting date set out in step one above, the aggrieved employee together with a Shop Steward or other Union representative shall, within ten (10) working days, meet and discuss the matter with the General Manager or designate.

Step 3

If the grievance is not settled within ten (10) working days of being referred to the General Manager or designate and the Union Business Representative the matter shall, within ten (10) working days, be referred to the Chief Administrative Officer or designate.

Step 4

If the matter is not settled in Step 3 above within ten (10) working days of being referred to the Chief Administrative Officer or designate, the matter may be referred by either party to a Board of Arbitration as provided for in Clause 13.3 for final and conclusive determination.

(b)

- (i) If the grievance has not advanced to the next stage under Step 2, 3, or 4 within the stated time limits and the onus for delay is upon the Union, then the grievance

shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

- (ii) If the grievance has not advanced to the next stage under Steps 2, 3, or 4 within the stated time limits and the onus for the delay is on the Employer, then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

- (iii) Extensions to the time limits as contained herein may be made by mutual consent of the parties.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.”

20. Clause 13.2 - General Application Dispute

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 13.2 to read as follows:

“General Application Dispute

When a “dispute”, as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the Union may submit the matter, in writing, to the Director, Employee & Labour Relations. If a satisfactory settlement is not reached with the Director, Employee & Labour Relations within ten (10) working days, such matter may be referred to the Chief Administrative Officer or designate at step 3 of Clause 13.1.

If a satisfactory settlement is not reached with the Chief Administrative Officer or designate within ten (10) working days, such matter may be referred to Arbitration under Clause 13.1, step 4, and as provided for in Clause 13.3.”

21. Clause 13.3 - Arbitration

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Clause 13.3 to read as follows:

“Arbitration

The Arbitration Board shall be a single Arbitrator to be mutually appointed by the Employer and the Union.

The Employer and the Union shall mutually agree on an Arbitrator within fourteen (14) calendar days of the referral under Clause 13.1(a), Step 4.

Where the parties are unable to agree on an Arbitrator, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. Each party shall pay one-half (½) the expenses of the Arbitrator.”

22. 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) Job Sharing;
- (b) Union Initiation Fees;
- (c) Market Premiums;
- (d) Elimination of Clause 10.6.3 (Gratuity Plan) and Transition Process; and
- (e) Hours of Work Laboratory Assistant II and Team Lead – Environmental Sampling.

23. Housekeeping

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

- (a) delete Clause 10.5 Same Sex Benefit Coverage and delete the last sentence of Clause 10.13(a);
- (b) update Schedule "A";
- (c) delete expired effective dates as mutually agreed between the parties; and
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

24. 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.

25. 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 forty-five (45) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 30 day of May, 2023.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

[Redacted signature lines for Employer]

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

[Redacted signature lines for Union]



This is Appendix 1 referenced in item 12 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

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

and the

TEAMSTERS LOCAL UNION NO. 31
(hereinafter called "the Union")

(collectively, "the Parties")

MEDICAL SERVICES PLAN (M.S.P.)

The Parties to this Letter of Understanding agree to the following effective January 01, 2022:

The parties recognize that the method of funding M.S.P. has been changed from an individually paid premium system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that for Regular Full-Time Employees and Temporary Full-Time employees the employer will pay eighty-five percent (85%) of the premium and the employees will pay fifteen percent (15%) of the premium, Regular Part-Time employees will pay one hundred percent (100%) of the premium, and all other provisions applicable to M.S.P., will apply on the basis as exists in the 2020-2021 collective agreement.

DATED 30 day of May, 2023.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:



Signature



Signature

May 30, 2023

Date

May 30, 2023

Date



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