

2012 – 2015

MEMORANDUM OF AGREEMENT

between the

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

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE GREATER VANCOUVER REGIONAL DISTRICT (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE GREATER 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 THE COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2007-2011 Collective Agreement continue except as specifically varied below. All changes are effective on date of ratification unless otherwise noted.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 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

- (a) Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%) The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.

2012 MEMORANDUM OF AGREEMENT

GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. Clause 5.7 – Premium Pay – Fluency in a Second Language

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to remove this clause from the Collective Agreement.

5. Clause 8.2 – Callout

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

- (a) revise the wording of Clause 8.2(a) as follows:

“(a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee’s previous shift as provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked, with a minimum of one (1) hour, and in addition thereto one (1) hour at the regular rate of pay for travelling time to and from work.”

- (b) revise the wording of Clause 8.2(b) as follows:

“(b) If, after a callout, an additional call or calls are made upon the employee, whether before or after the employee has arrived home, the employee shall be paid at double the regular rate of pay for the time actually worked, with a minimum of one (1) hour, and in addition thereto one (1) hour at the regular rate of pay for travelling time to and from work.”

6. Clause 9(a), (b) and (c) – Vacations and Public Holidays

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9(a), (b) and (c) by:

- (a) amending (a) and (c) by replacing “October 31st” with “December 31st”
- (b) amending (b) by replacing “November 30th” with “January 31st”.

2012 MEMORANDUM OF AGREEMENT
GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

7. **Clause 9.2 – Public Holidays**

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

“(a) **Public Holidays and Eligibility**

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	Labour Day
Family Day	Thanksgiving Day
Good Friday	Victoria Day
Easter Monday	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

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

8. **Clause 10.2 - Medical Services Plan (M.S.P.) and Extended Health Benefits**

(a) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree:

(i) to amend the last sentence of paragraph (a) to read as follows:

“The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%) of the premium.”

(ii) to amend paragraph (c)(ii) to read as follows:

“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.”

(b) Effective January 1, 2015, the Employer and the Union agree to amend paragraph (c)(i) by changing the second last sentence to read as follows:

“The deductible is \$150 per calendar year per family.”

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2012 MEMORANDUM OF AGREEMENT

GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

- (c) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that, while not to be included in the new Collective Agreement:
 - (i) to adjust the amount the Extended Health Care Plan will pay for dispensing fee charges for prescription drugs to ten dollars (\$10.00) per prescription. This amount will be reviewed annually on January 1st and adjusted if necessary to reflect the maximum dispensing fee recognized for payment by the BC PharmaCare program (ten dollars (\$10.00) as of January 1, 2014).
 - (ii) to amend the prescription drug coverage under the Extended Health Plan such that the Plan pays for the lowest cost interchangeable drug with the same medicinal ingredients unless the prescribing medical practitioner has specifically indicated on the prescription form presented to the pharmacy that no substitutions are to be made;
 - (iii) to amend coverage for paramedical practitioners to include registered dietician as an approved practitioner;

9. Clause 10.3(d) – Dental

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree:

- (a) to amend Clause 10.3(a) to read as follows:

“Basic & Comprehensive Basic Services at eighty-five percent (85%) of the approved schedule of fees;”
- (b) to amend Clause 10.3(b) to read as follows:

“Major Services, including prosthetics, crowns and bridges at sixty percent (60%) of the approved schedule of fees;”
- (c) to amend Clause 10.3(c) to read as follows:

“Orthodontic Services at fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$3000 for dependent children and adults as defined by the Plan;”
- (d) to amend Clause 10.3(d) to read as follows:

“The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%) of the premium for the Dental Services Plan and the employees’ contributions shall be made by payroll deductions.”

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2012 MEMORANDUM OF AGREEMENT

GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

10. **Clauses 10.6.3(f) – Procedure for Delaying Gratuity Payments on Termination of Service**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to remove Clause 10.6.3(f) from the Collective Agreement.

11. **Clause 10.13(e) – Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.13(e) to read as follows:

“Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a mourner or a pallbearer other than as covered by paragraph (a) herein.”

12. **Clause 11.4(a)(i) – Posting Positions and Filling Vacancies**

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

“The Employer agrees that before permanently filling any vacancy in a position covered by this Agreement, notice of such vacancy shall be posted for seven (7) calendar days. Job postings will be distributed electronically and placed in all Employer locations where Union personnel are employed with the exception of 4330 Kingsway and 5945 Kathleen (Head Office) where job postings will only be distributed electronically.”

13. **Clause 11.4(a)(ii) – Posting Positions and Filling Vacancies**

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

“Job postings shall contain information extracted from the job specifications when applicable, including: Nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary range, and the anticipated length of any temporary assignment, if posted. The Union will be provided with copies of all job postings.”

Although not to be included in the collective agreement the Employer and Union agree that changing the word “Notice” to “Job posting” does not change any interpretation or practices of the above clause for the parties.

14. **Clause 11.1(d) – Special Leave Days**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.1(d)(iii) by changing “April 30th” to “June 30th”.

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2012 MEMORANDUM OF AGREEMENT

GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

15. **New – Clause 11.11(d) – Boot Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 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 five (5) years upon presentation of original receipts.”

16. **Notice Items**

The Employer has served notice to the Union by letter dated 2013 April 05 that, effective the date of ratification of the Memorandum of Agreement to renew the 2007-2011 Collective Agreement, the Employer will be amending its practices, and where applicable, enforcing the Collective Agreement with the respect to the following:

- (a) Standby
- (b) Supplementary Vacation – note that payout of any surplus supplementary vacation will occur as of the next entitlement date.
- (c) Temporary Full-Time Employee Vacation Pay Out.

On a without prejudice basis, the employer withdraws its notice with respect to Temporary Full-Time Employee Vacation Payout and agrees to continue the current administrative practice.

The Employer has served notice to the Union by letter dated 2013 November 29 that, effective January 1st of the calendar year following the date of ratification of the Memorandum of Agreement to renew the 2007-2011 Collective Agreement, the Employer will be amending its practices, and where applicable, enforcing the Collective Agreement with the respect to the following:

- (a) Sick Leave Gratuity.

17. **Housekeeping**

Effective 2012 January 01, all housekeeping items, which are mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in the new Collective Agreement.

Such items also include amendments as follows:

- (a) correct the typo in Clause 2(d); it should read ““Auxiliary Employee” means an employee other than an employee defined in Clause 2(a), 2(b), and 2(c)”;

2012 MEMORANDUM OF AGREEMENT

GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

- (b) amend Clause 11.1(f) by deleting "Area Visitor Service Coordinator" and adding "Park Area Visitor Services Specialist";
- (c) amend language for Temporary Full-Time Special Leave Days calculation method in the Collective Agreement to reflect the parties agreed-to practice; we do not accrue as per the Collective Agreement but rather we do not provide an accrual in the very first pay period an employee works and the very last pay period an employee works but provide 0.5 days accrual in every other pay period up to a maximum of 10 days;
- (d) amend the first paragraph in the Letter of Understanding – Market Premiums by replacing "Administrator, Human Resources" with "HR Services Division Manager";
- (e) amend the wording in Clause 11.1(f)(5)(a) by replacing "one hundred and forty-five (145)" with "one hundred and fifty (150)";
- (f) amend the wording in Clause 11.1(f)(5)(b) by replacing "one hundred and sixty-one (161)" with "one hundred and sixty-six (166)";
- (g) amend the heading of Schedule "C" to read "This is Schedule "C" referred to in Clauses 9.1(o) and 15.5 of this Agreement";
- (h) update Schedule "A";
- (i) renew the following Letters of Understanding without amendment:
 - LOU re: Job Sharing
 - LOU re: Union Initiation Fees
 - LOU re: Market Premiums;
- (j) amend the second paragraph of Clause 10.14(a)(1) by changing the word 'father' to the word 'parent'; and
- (k) amend Clause 10.14(a)(2) by changing the words "the adoptive father or the adoptive mother" to "the adoptive parent".

18. **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.

2012 MEMORANDUM OF AGREEMENT

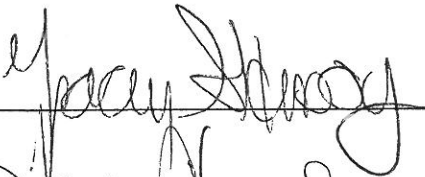
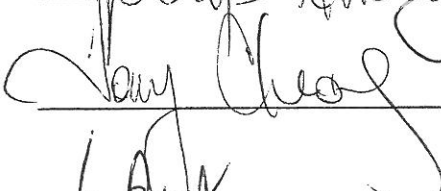
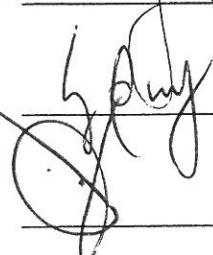
GREATER VANCOUVER REGIONAL DISTRICT – TEAMSTERS (cont'd)

19. **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.

Signed this 14 day of April, 2014.

BARGAINING REPRESENTATIVES ON BEHALF OF
THE EMPLOYER:


BARGAINING REPRESENTATIVES ON BEHALF OF
THE UNION: