

2016

MEMORANDUM OF AGREEMENT

between the

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

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES 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 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for four (4) years from 2016 January 01 to 2019 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

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2016 January 01, all hourly rates of pay which were in effect on 2015 December 31st shall be increased by one and one half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2017 January 01, all hourly rates of pay which were in effect on 2016 December 31st shall be increased by one and one half percent (1.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates of pay which were in effect on 2017 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates of pay which were in effect on 2018 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a), (b), or (c) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. Clause 10 – Benefits

- (a) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.2(c)(i) to read as follows:

“Regular Full-Time Employees and Temporary Full-Time Employees who have completed six 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 (\$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 \$300.00 per person per five (5) calendar years, diabetic equipment and supplies, ostomy supplies, coverage for oral contraceptives, coverage for clinical psychologist services of \$1,000.00 per year, and coverage for eye examinations in the amount of \$100.00 per person every twenty-four (24) months. The deductible remains \$150.00 per calendar year per family. The lifetime maximum coverage under this Plan will be \$1 million dollars per person.”

- (b) While not to be included in the Collective Agreement, effective 2018 September 01, the Employer and the Union agree to establish a Health Spending Account (HSA) that provides the following:
 - (i) The HSA will be administered by the Extended Health carrier, and must be used in accordance with the rules of the carrier.
 - (ii) Enrolment and termination of the HSA benefit occurs on the same enrolment and termination dates as the Extended Health benefit, respectively. Employees must be enrolled in the Extended Health benefit in order to participate in the HSA.
 - (iii) On establishment of the plan, the annual allowance per calendar year will be based on the employee's Extended Health enrolment status on September 1, 2018. Thereafter, the annual allowance per calendar year will be based on the

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employee's Extended Health enrolment status on the date they are initially enrolled, and on each subsequent January 1st:

2018 Only

- Single - \$100
- Employee plus 1 dependent - \$133
- Family - \$167

2019 and thereafter

- Single - \$300
- Employee plus 1 dependent - \$400
- Family - \$500

There is one allowance per employee/family, and one credit per calendar year. There is no proration of the annual allowance amount at enrolment, termination of coverage, or Extended Health enrolment status change.

Unused allowances from one calendar year can be carried forward into the next calendar year, during which they must be used, or they will be forfeited.

- (iv) The HSA is the last payer of expenses. If an employee and the employee's spouse both have extended health and dental plans, the expense must be claimed against both plans first before claiming against the HSA.
- (v) Allowable HSA expenses are as prescribed by the Canada Revenue Agency.
- (c) While not to be included in the Collective Agreement, effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer will instruct the carrier to amend Dental Plan A to include a second polishing and second fluoride treatment, for a total of two (2) polishing and two (2) fluoride treatments each calendar year.

5. Clause 10.6 – Sick Leave

- (a) Effective 2018 August 31, the Employer and the Union agree to delete Clause 10.6.3 in its entirety.
- (b) Effective 2018 August 31, the Employer and the Union agree to the Letter of Understanding titled "Re: Elimination of Clause 10.6.3 (Gratuity Plan) and Transition Process" which is attached to this Memorandum of Agreement as Appendix 3.

6. **Clause 10.13 – Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to rename Clause 10.13 to Bereavement Leave. In addition, the words "Compassionate Leave" will be replaced with the words "Bereavement Leave" wherever they appear in Clause 10.13.

7. **Clause 11.5 – Layoff and Recall**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.5(a) to read as follows:

"Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the equal or lower position. Employees will be restricted from bumping into positions of a higher pay grade."

8. **Clause 11.9 – Human Resources Records**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.9(a) to read as follows:

"A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's file, with a copy forwarded to the Union Business Representative unless the employee requests otherwise."

9. **Labour-Management Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.12 to read as follows:

"On the request of either the Employer or the Union, three (3) representatives from each party shall meet at least four (4) times per calendar year until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Where the Union wishes additional representatives to attend, leave may be granted upon the approval of the Human Resources Services Division Manager.

The purpose of the Labour Management Committee - Teamsters is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity."

10. **Letter of Understanding – Job Share**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Letter of Understanding – Job Share (as set out in Appendix 1).

11. **Letter of Understanding – Hours of Work Laboratory Assistant II and Team Lead – Environmental Sampling**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letter of Understanding – Hours of Work Laboratory Assistant II and Team Lead – Environmental Sampling (as set out in Appendix 2).

12. **Housekeeping Matters**

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

- (a) replace “Department Head” with “GM or Senior Director” wherever it appears in the Collective Agreement;
- (b) replace “Greater Vancouver Regional District (GVRD)” with “Metro Vancouver Regional District (MVRD)” wherever it appears in the Collective Agreement;
- (c) remove clause 10.14(b)(3);
- (d) renew Letters of Understanding Re: Union Initiation Fees and Market Premiums;
- (e) update Schedule “A”; and
- (f) make mutually agreeable housekeeping changes during the drafting of the new Collective Agreement.

13. **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.

14. **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

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not later than sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED 11 day of April, 2018.

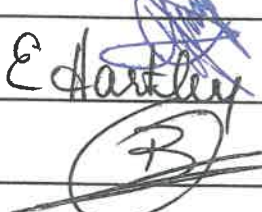
BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:




Beny Cheng

BARGAINING REPRESENTATIVES FOR THE
UNION:



E Hartley


This is Appendix 1 referred to in item number 10.

LETTER OF UNDERSTANDING

between the

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

and

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

JOB SHARING

The Employer and the Union agree that where a Regular Full-Time Employee wished to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

I. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding. It is understood that the Department Head shall have sole discretion as to whether or not to approve a Job Sharing arrangement request from an employee.

II. Procedure

1. A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the requests including the hours and days of the week the employee wishes to share. A copy of this request shall be forwarded to the Administrator, Human Resources and the Union.
2. If Metro Vancouver determines that the Job Share may be feasible, Metro Vancouver will endeavour to recruit a suitable employee who must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable job sharing arrangement, the Administrator, Human Resources shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.

4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.
5. Notwithstanding the Department Head's sole discretion to approve a request, where an employee's request is denied, the Union may request a meeting with the Department Head and Administrator, Human Resources to discuss the matter.

III. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II, item 3. Other employees temporarily appointed to fill positions vacated as a direct result of Job Sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

IV. Employee Status and Working Conditions

1. A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:
 - (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (b) Special Leave Days, and paid leave benefits, such as Vacation, Public Holidays, Sick Leave, and Gratuity shall be earned on a proportionate basis (in the case of Compassionate Leave paid on a proportionate basis) in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

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- (c) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life (including Accidental Death and Dismemberment (AD&D)) shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Regular Full-Time Employees:

(a) Vacation Entitlement

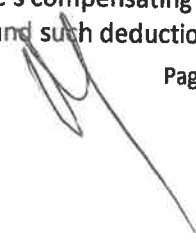
The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

(b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

(c) Public Holidays

- (i) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (ii) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.
- (iii) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be



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done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.

(d) Medical Services Plan, Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

Employer's share = $17.5 \text{ (schedule hours)} / 35 \text{ (normal full-time hours)} \times 60\%$
(employer's portion of premium) = 30% of premium

(e) Sick Leave and Gratuity

For the period of the Job Sharing arrangement, the employee shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(f) Savings Premium

The employee shall continue to be entitled to the savings premium on the basis of one and one-half percent (1½%) of the reduced earnings.

(g) Superannuation

Where an employee is contributing to superannuation and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward superannuation. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(h) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

V. Auxiliary and Regular Part-Time Employees

Auxiliary and/or Regular Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.



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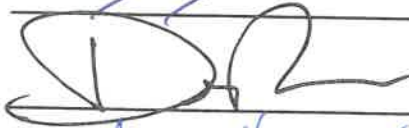
VI. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

SIGNED this 11 day of April, 2018.

ON BEHALF OF THE EMPLOYER:




Tony Cheong

ON BEHALF OF THE UNION:



E Hartley


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This is Appendix 2 referred to in item number 11.

LETTER OF UNDERSTANDING

between the

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

and

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

HOURS OF WORK LABORATORY ASSISTANT II AND TEAM LEAD – ENVIRONMENTAL SAMPLING

The Employer and the Union agree that the Laboratory Assistant II and the Team Lead – Environmental Sampling (collectively to be referred to as "Water Samplers") reporting to the Program Manager, Environmental Management shall be provided with a shortened unpaid lunch period of thirty (30) minutes instead of the sixty (60) minutes as provided for in Clause 11.1(b) of the current Collective Agreement.

The following terms and conditions shall apply:

1. The shortened unpaid lunch period of thirty (30) minutes shall apply to all Regular Full Time and Temporary Full Time Water Samplers reporting to the Program Manager, Environmental Management;
2. All Regular Full Time and Temporary Full Time Water Samplers reporting to the Program Manager, Environmental Management, will work the hours of 6:30 a.m. to 2:30 p.m. with a thirty (30) minute unpaid lunch period;
3. All Regular Full Time and Temporary Full Time Water Samplers will continue to be paid at 7.25 hours for regular shifts worked and their Special Leave Days will not be impacted;
4. Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party; and

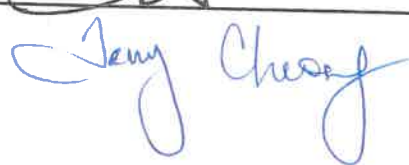
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5. If the Letter of Understanding is cancelled, all Regular Full Time and Temporary Full Time Water Samplers reporting to the Program Manager, Environmental Management, will revert back to their current shift of 6:30 a.m. to 3:00 p.m. and shall take a sixty (60) minute unpaid lunch.

SIGNED this 11 day of April, 2018.

ON BEHALF OF THE EMPLOYER:




Tony Cheng

ON BEHALF OF THE UNION:




E Hartley


This is Appendix 3 referred to in item number 5.

LETTER OF UNDERSTANDING

between the

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

and the

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

Effective 2018 August 31

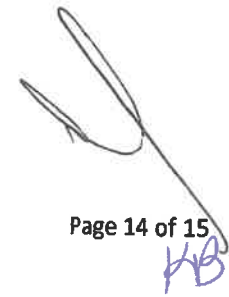
Re: Elimination of Clause 10.6.3 (Gratuity Plan) and Transition Process

The Employer and Union agree to the following transitional process:

- (i) For calendar year 2018, a credit of two (2) working days from January 1st to August 31st inclusive (rather than three (3) as set out in Clause 10.6.3(a)) shall be given to employees for each year of service, or for part of a year, a credit of one (1) day for each four (4) months of service*, which may be accumulated to a maximum of 120 working days.

*This applies to 1st and final years of service only.

- (ii) Employees will no longer accrue gratuity and employees banks will be frozen as of 2018 August 31.
- (iii) Employees who have completed three (3) years of continuous service or more will be eligible to access their banks and may be permitted to take the days banked in time subject to the operational needs of the employee's department and at the discretion of the Department Head.



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- (iv) Employees will be entitled to payment in cash for gratuity days accumulated upon leaving the service of the Employer.

Signed this 11 day of April, 2018.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE EMPLOYER:






BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

