

2020 – 2021

COLLECTIVE AGREEMENT

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

TEAMSTERS, LOCAL UNION NO. 31

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THIS AGREEMENT made and entered into

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

**COVERAGE**

WHEREAS the Employer is an employer within the meaning of the "Labour Relations Code";

AND WHEREAS the Union is the bargaining authority for the Employer's clerical, technical, administrative and professional employees but excluding:

- (a) Employees represented by the Greater Vancouver Regional District Employees' Union and classified as (Outside Employees).
- (b) Those excluded by the Labour Relations Code on the date the vote for certification was conducted.
- (c) Those excluded by agreement between the parties signatory to this Agreement.

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of two (2) years with effect from 2020 January 01 to 2021 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.

## 2. DEFINITIONS

The following terms defined in this Clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified and replace all existing definitions:

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for thirty-six and one-quarter (36¼) or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for thirty-six and one-quarter (36¼) or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clause 2(a), 2(b) and 2(c).
- (e) Seniority for Regular Full-Time Employees and Temporary Full-Time Employees shall be defined as length of service with the Employer since the date of last hire.

## 3. UNION SECURITY

### 3.1 Membership

All employees covered by this Agreement shall become members of the Union immediately. All such employees shall remain members of the Union as a condition of employment provided that

no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

### 3.2 Dues

All employees covered by the Union Certificate of Bargaining Authority shall pay Union initiation fees, except as covered by the Letter of Understanding attached to this Collective Agreement titled "Union Initiation Fees", and a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first pay period following the date of appointment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

### 3.3 Access to Employer Premises

The Union representative may have access to Employer property where members covered by this Agreement are employed. Such access must have the approval of the Director, Employee & Labour Relations or designate, and it is of prime importance that the normal work schedule be undisturbed.

### 3.4 Seniority Lists

The Employer will supply the Union with a seniority list and membership data information at one (1) month intervals.

## 4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to the Agreement shall continue in full force and effect for the duration of this Agreement, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

## 5. REMUNERATION

### 5.1 Salary Schedule

The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement.

### 5.2 Shift Differential

Any positions mutually agreed between the Employer and the Union shall be paid a shift differential of eighty-five cents (\$0.85) per hour for all regular hours required to be worked after 5:00 p.m. and before 7:00 a.m.

### 5.3 Increment Dates

Subject to "c" below,

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

Pay Grade 15: six (6) month eligibility to move from Steps 1 to 2; thereafter twelve (12) month eligibility applies;

Pay Grade 16 and above: twelve (12) month eligibility applies.

### 5.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, re-evaluations and promotions (but not for acting in a higher capacity) are to become effective on the date of the change.

### 5.5 Derivation of Bi-Weekly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \end{array}$$

$$\begin{array}{rclcl} \frac{\text{bi-weekly rate} \times 26.089}{12} & = & \text{monthly rate (taken to} \\ & & \text{the nearest dollar)} \end{array}$$

### 5.6 Wages and Benefits for Regular Part-Time Employees and Auxiliary Employees

Wages and benefits for Regular Part-Time Employees and Auxiliary Employees are described in Schedule "B" annexed hereto.



## 6. PAY FOR ACTING AT A HIGHER PAY GRADE

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 each full day 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. No payment shall be made for appointments of less than a full day.

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.

## 7. MILEAGE ALLOWANCE

- (a) Mileage allowances are in accordance with the Employer's policy which is to follow the CRA guidelines. The Employer will notify the Union each time an adjustment is made where there is a monetary change in the guidelines.
- (b) Employees called to return to work after completing their normal hours of work, or on a rest day or public holiday will be reimbursed for the equivalent of their mileage as provided for in Letters of Information from home to job location and from the job location to their home after completion of the work required.

## 8. OVERTIME, CALLOUT AND STANDBY – MEAL BREAKS

### 8.1 Overtime

- (a) Every employee who is required by the Supervisor to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;

- (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:
  - (i) time and one-half (1½X) the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (ii) double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (iii) double (2X) the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time (2X) for overtime worked pursuant to this paragraph (c)(iii).
- (d) Notwithstanding Clause 8.2, Callout, when a Corporate Services employee working in Information Technology and authorized by their exempt supervisor or delegate to perform after-hours support, receives a telephone call or e-mail and is able to resolve the problem over the telephone or by computer or by other electronic means within a fifteen (15) minute period and without reporting to a worksite, then no overtime will be paid. If a resolution to the problem requires more than fifteen (15) minutes, the employee shall be paid at double (2X) the employee's rate of pay for the time actually worked rounded to the nearest quarter (¼) hour with a minimum payment of one quarter (¼) hour.
- (e) Banked Overtime

An employee who has worked overtime and who requests compensating time off in lieu of being paid for overtime shall be credited with such compensating time off providing the granting of such time off shall be at the discretion of the General Manager or designate. Compensating time off will be equivalent to the number of hours for which the employee would have been paid for the overtime worked. (Such overtime shall be calculated in the manner set forth in Clause 8.1(c).)

If all of the credited compensating time off has not been used by October 31<sup>st</sup> of the next year following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the Employer for any reason, whichever event occurs first, the employee shall be paid in cash for the overtime for which no compensation was received at the rate at which it was earned.

## 8.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (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 (2X) 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) If, after a callout, an additional call or calls are made to the employee, whether before or after the employee has arrived home, the employee shall be paid at double (2X) 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.
- (c) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

## 8.3 Standby

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 8.3 for the remainder of the standby time unless the remainder is not more than one-half ( $\frac{1}{2}$ ) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ( $\frac{1}{2}$ ) hour's pay at the rate provided in this Clause 8.3.

#### 8.4 Meal Periods

Employees shall be entitled to an unpaid meal break after two (2) continuous hours of overtime work.

#### 9. VACATIONS AND PUBLIC HOLIDAYS

Paid annual vacations for employees covered by this Agreement shall be allowed as set out hereafter, with scheduling of all vacations to be governed by the following principles:

- (a) Employees will request their vacation period no later than December 31<sup>st</sup> of the year prior to which the vacation is to be taken.
- (b) Management will respond in writing no later than the January 31<sup>st</sup> following. In the event that there is a duplication or a conflict of vacation dates with other employees in the particular section, or in the event vacation cannot be scheduled as requested, the appropriate non-bargaining unit supervisor will meet with the employees concerned and work out an acceptable alternative.
- (c) Employees who are unable to indicate their vacation choice by December 31<sup>st</sup> of the year prior to which the vacation is desired will do so as soon thereafter as possible and such vacation period will be subject to mutual agreement with the appropriate non-bargaining unit supervisor.

#### 9.1 Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ <sup>th</sup>) of fifteen (15) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>.
- (c) During the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service of the employee, an employee shall be granted an annual vacation of fifteen (15) working days.
- (d) During the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service of an employee, an employee shall be granted an annual vacation of twenty (20) working days.
- (e) During the sixteenth (16<sup>th</sup>) up to and including the twenty-second (22<sup>nd</sup>) calendar year of service, an employee shall be granted an annual vacation of twenty-five (25) working days.

- (f) During the twenty-third (23<sup>rd</sup>) and all subsequent calendar years of service, an employee shall be granted an annual vacation of thirty (30) working days.
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12}$ <sup>th</sup>) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination.
- (h) Upon hire, an employee's vacation entitlement under Clause 9.1(b) and (c) may be increased by five (5) working days at the discretion of the Manager – Human Resources or designate to meet recruitment circumstances. New employees who receive recognition for service under this provision will not receive recognition in other areas such as but not limited to seniority or length of service and will not receive further recognition for future vacation entitlements until the employee has reached the appropriate service level to trigger additional vacation entitlements.

PROVIDED THAT

- (i) "Calendar Year" for the purposes of this Agreement shall mean the twelve-month (12) period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.
- (j) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of vacation.
- (k) All Regular Full-Time Employees who terminate their employment with the Employer after having reached minimum retirement age as defined in the Municipal Pension Plan Rules, shall in their year of retirement be entitled to their full annual vacation with pay. All other employees upon terminating their employment shall in their year of termination receive entitlement pro-rated in accordance with the number of months worked in that year.
- (l) In case of proven serious illness during vacation periods, supported by a doctor's certificate, employees may apply for sick leave for the period of their proven serious illness and have an equivalent amount of their vacation rescheduled.
- (m) An employee who is entitled to three (3) weeks or more of annual vacation may opt to defer the taking of not more than two (2) weeks of such annual vacation in any year;

PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(m) shall be five (5) weeks.

- (n) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of the vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be

entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

(o) Supplementary Vacation

- (i) Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation under Clause 9.1. Each employee upon commencing the eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) or forty-sixth (46<sup>th</sup>) calendar year of service shall become entitled to five (5) working days of supplementary vacation.
- (ii) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 9.1(o) on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

9.2 Public Holidays

(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.

- (b) If the provincial and federal government fail to proclaim a substitute or alternate day then the Employer may choose the substitute or alternate day as the recognized holiday.
- (c) Prior to the beginning of each calendar year, the Employer and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is

understood that employees shall be paid public holiday premium pay only once for the same holiday.

(d) All Regular Full-Time Employees and Temporary Full-Time Employees not normally required to work on public holidays:

- (i) and the public holiday occurs on a normal work day, shall receive the public holiday day off with pay;
- (ii) and the public holiday occurs on a normal day off, shall receive another day off with pay in lieu of the holiday or pay for the day;
- (iii) but are required to do so, shall be paid their normal day's pay for the said holiday plus two times (2X) the employee's normal rate of pay for the hours worked on the holiday.

(e) Regular Full-Time Employees and Temporary Full-Time Employees whose duties normally require work on public holidays:

- (i) and who are scheduled to work and do work on any public holiday, shall be paid a public holiday premium of two times (2X) the employee's normal rate of pay for the hours worked on the holiday plus be entitled to an additional day off with pay in lieu of the holiday;
- (ii) but who are not scheduled to work on the public holiday, shall be entitled to an additional day off with pay in lieu of the holiday or pay for the day.

(f) Pay for Hours Worked on Public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours.

(g) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one (1) premium day for such employees with respect to any one (1) public holiday.

## 10. EMPLOYMENT BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. Benefits for Regular Part-Time Employees are set out in Schedule "B" of this Agreement.

### 10.1 Benefit Administration

- (a) Subject only to Clause 10.4(c), the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.
- (b) The Extended Health and Dental plans shall include survivor benefits, in accordance with the rules of the plans, for a period of three (3) months in the event of the death of an employee while employed by the MVRD and covered under these plans.

### 10.2 Medical Services Plan (M.S.P.) and Extended Health Benefits

#### Medical

- (a) M.S.P. coverage is available for Regular Full-Time Employees and Temporary Full-Time Employees on the first of the month following date of employment. The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%) of the premium.
- (b) M.S.P. is available on a voluntary basis and employees may be omitted from coverage at their written request to the Employer.

#### Extended Health

- (c) (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 clinical psychologist services of one thousand dollars (\$1,000.00) 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.

### 10.3 Dental Services Plan

All Regular Full-Time Employees who have completed six (6) months of continuous service and all Temporary Full-Time Employees who have completed one (1) year of continuous service are entitled to participate in the Plan on the following basis:

- (a) Basic & Comprehensive Basic Services at eighty-five percent (85%) of the approved schedule of fees;
- (b) Major Services, including prosthetics, crowns and bridges at sixty percent (60%) of the approved schedule of fees;
- (c) Orthodontic Services at fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000.00) for dependent children and adults as defined by the Plan;
- (d) 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.
- (e) 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.

### 10.4 Group Life/AD&D

- (a) The Group Life Insurance coverage, including Accidental Death and Dismemberment (AD&D) for all Regular Full-Time Employees who have completed three (3) months of continuous service and Temporary Full-Time Employees who complete six (6) months of continuous service shall be calculated on the basis of two times (2X) annual salary and shall be computed to the next higher multiple of one thousand dollars (\$1,000.00). The Employer shall pay eighty percent (80%) of the premium and the employee shall pay twenty percent (20%) of the premium for coverage to the date of the employee's retirement or age sixty-five (65), whichever date first occurs.

- (b) 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.
- (c) The Employer shall provide the Union with a minimum of sixty (60) days' notice of any change of carrier providing Group Life coverage.

#### 10.5 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

#### 10.6 Sick Leave Plan

Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to the benefits of the Accumulative Sick Leave and Gratuity Plan as follows:

##### 10.6.1 Sick Leave Credits--Accumulation

- (a) Employees are eligible for a maximum of twenty (20) sick leave days per annum. Sick leave shall be credited at the rate of one point sixty-six (1.66) days per full calendar month of service.
- (b) Sick leave entitlement at a given date shall be the accumulated credit at the last month end less any sick leave with pay taken subsequent to that date.
- (c) Unused sick leave credits may accumulate to a maximum of two hundred and sixty-one (261) working days.
- (d) Sick leave credits shall continue to accumulate during periods of absence of up to twelve (12) months due to illness or accident.
- (e) Sick leave shall not be credited in the following circumstances:
  - (i) Leave with or without pay for a reason other than illness.
  - (ii) Suspension without pay.
- (f) Where an employee is absent due to illness and sick leave credits are exhausted, no further credits are posted to the employee's record unless the employee has returned to duty for at least five (5) consecutive working days.

#### 10.6.2 Sick Leave Use

- (a) A deduction shall be made from accumulated sick leave credit of all working hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Employees granted leave to attend a doctor or dentist appointment may charge the time away from work to their unused sick leave. It is understood that employees will endeavour to schedule so as to minimize disruption to the working day.

- (b) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that the employee's duties are unable to be carried out due to illness and indicating the employee's abilities and restrictions.

#### 10.7 Employment Insurance Rebate

The Union agrees that the employees' share of the Employment Insurance Rebate shall be retained by the Employer to partially offset the cost of benefits.

#### 10.8 Savings Premium

Eligibility for the savings premium will take effect at the commencement of employment. Temporary Full-Time Employees may participate after one (1) year of continuous service.

The Employer will contribute one and one-half percent (1½%) of the basic salary of the employee eligible for the premium. This Savings Premium shall not be pensionable earnings nor shall it be considered salary for the purposes of the Group Life/AD&D benefit.

#### 10.9 Workers' Compensation

- (a) Salaried employees under Workers' Compensation Allowance will be paid approximate net salary for a maximum of one (1) year and be credited with normal sick leave entitlement for that year. The sick leave credit will be charged with the time in excess of one (1) year and the Employer will receive the Workers' Compensation Board cheque for the full period.
- (b) Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment on the Employer's salaried staff will not be subject to payment of approximate net salary.

#### 10.10 Workers' Compensation and Sick Leave Payments

- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the Workers' Compensation Act, the employee shall not

be entitled to use sick leave credits for time lost by reason of any such disability except as provided in 10.9(a).

- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee, the approximate net salary to which the employee would have been otherwise entitled but for the disability suffered.
- (c) Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount, it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

#### 10.11 Municipal Pension Plan

All eligible employees, as determined by the rules of the Municipal Pension Plan, shall participate in the Plan under its governing legislation and rules upon completion of six (6) months of service. Where an employee chooses to extend their pensionable service by purchasing time served in a probationary capacity with the Employer which has not previously been considered as pensionable service, the Employer shall pay one-half ( $\frac{1}{2}$ ) of the costs to extend such service. This provision is subject to the provisions of the Municipal Pension Plan and the maximum time that the Employer will cost-share with the employee is six (6) months.

#### 10.12 Leaves of Absence

##### (a) Without Pay

May be granted by the General Manager or designate providing the employee can be spared without materially affecting the operation of the Department.

##### (b) With Pay

- (i) The Employer may grant leave of absence with pay to employees who are writing examinations or attending seminars or conferences where the subject of the examination, seminar or conference is directly concerned with Employer duties or interest.
- (ii) Such leaves shall be at the sole discretion of the General Manager or designate.

### 10.13 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, step-child, ward, foster child, brother, sister, parent, step-parent, parent-in-law, step-parent-in-law, grandparent, grandchild, guardian, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Bereavement Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this Clause.
- (b) Any employee who qualifies for bereavement leave without loss of pay under Clause 10.13(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's General Manager or designate who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the General Manager or designate. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the General Manager or designate, 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 pallbearer other than one covered by paragraph (a) herein.

### 10.14 Maternity and Parental Leave

#### (a) Length of Leave

##### (i) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Birth Father and Adoptive Parent

An employee who is the birth father or the adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall commence the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (iii) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (iv) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (v) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, maternity leave will be deemed to have started on the date of birth.

(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. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph (d)(i), an employee on maternity leave or parental leave who has notified the General Manager or designate of their intention to return to work pursuant to paragraph (b)(iv) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (ii) Pension contributions will cease during the period of the leave. Upon returning to work the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

10.15 Court Attendance and Jury Duty

- (a) Jury Duty and Witness Fees – Any employee who is called for Jury Duty or is subpoenaed as a witness will be allowed time off during the period of such duty. The regular pay will be continued and any remuneration received for such duty will be remitted to the Payroll Division.
- (b) The Employer will not make allowance for payment of additional transportation costs, parking fees, lunches or other incidental expenses incurred while on such duty, nor shall these costs be deducted from the fees received.

- (c) Employees called for Jury Duty selection and subsequently released without being selected for the jury will return to work immediately thereafter in order to be eligible for payment on that day.
- (d) For purposes of this clause, "court" includes Provincial Court, Family Court, Traffic Court, Coroner's Court, and Supreme Court.
- (e) In cases where an employee's private affairs have occasioned a Court appearance, such leave to attend at Court shall be without pay.

## 11. WORKING CONDITIONS

### 11.1 Work Week

- (a) Subject to the exception listed in Clause 11.1(c), the normal work week shall consist of five (5) consecutive working days, from Monday to Friday inclusive.
- (b) The normal hours of work of employees shall be from 8:00 a.m. to 4:30 p.m. except as otherwise specified by the Departmental supervisor, with an unpaid lunch period of sixty (60) minutes, and two (2) paid rest periods of fifteen (15) minutes each. Sections which, because of the scope of their work, could not efficiently operate during the above listed hours, shall have their work periods jointly reviewed and mutually adjusted.
- (c) In departments where operations other than Monday to Friday are required, the normal work week may be any five (5) days with two (2) consecutive days of rest.
- (d) Special Leave Days
  - (i) Regular Full-Time Employees will receive ten (10) Special Leave Days per calendar year, credited on January 1<sup>st</sup> and prorated in any partial calendar year of employment (first year, last year, any unpaid leave). Temporary Full-Time Employees will receive one-half ( $\frac{1}{2}$ ) of one (1) Special Leave Day for each pay period worked with the exception of the hire and termination pay periods, to a maximum of ten (10) days per calendar year;
  - (ii) Special Leave Days will be scheduled at the request of the employee subject to the approval of the supervisor based on operational requirements.
  - (iii) Special Leave Days must be used not later than June 30<sup>th</sup> of the year following their credit. Unused days will not be banked, carried forward, or paid out in cash.
  - (iv) Employees will work in accordance with Clause 11.1(b) of the Collective Agreement and shall receive pay for seven and one-quarter ( $7\frac{1}{4}$ ) hours for each full day worked or on paid leave.



(e) An individual employee's daily start time may be varied by up to one (1) hour 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.

(f) Notwithstanding any other provision contained in this Clause, employees who are employed as:

Special and Community Events Coordinator	Park Interpretation Leader
Special Events Assistant	Park Area Visitor Services Specialist
Park Planner I	Office Supervisor (Parks Field Office)
Park Planner II	Community Development Coordinator
Park Interpreter Specialist	Funds Development Officer
Park Interpreter I	Research Technician
Park Interpreter II	
Landscape Architect	
Regional Planner II – Parks (a.k.a. Planning Unit Leader)	
Natural Resource Management Specialist	
Natural Resource Management Technician	

may be required to work a flexible work schedule such that:

- (i) employees shall work one hundred and fifty (150) hours in each four (4) week period (two (2) pay periods), inclusive of five (5) hours of unpaid time;
- (ii) employees shall be entitled to at least eight (8) days off during each four (4) week period (exclusive of vacation or other approved leaves);
- (iii) lunch breaks and rest periods shall be in accordance with the Collective Agreement except where the day exceeds seven and one-quarter (7¼) hours in which case additional breaks will be taken in accordance with Schedule "D", paragraph (3), of this Agreement;
- (iv) scheduling of the specific hours of work in each day, including scheduling of days off each four (4) week period, will be done by the affected employees with the concurrence of the supervisor; however, no work day may exceed fifteen (15) hours in duration;
- (v) where employees are required to work overtime they shall be compensated as follows (not as provided in Clause 8.1):
  - (a) one and one-half times (1½X) the regular rate of pay for the first sixteen (16) hours worked in excess of one hundred and fifty (150) hours in each four (4) week period;
  - (b) double (2X) the regular rate of pay for all hours in excess of one hundred and sixty-six (166) hours in each four (4) week period;

- (c) the choice of pay or compensating time off shall be in accordance with Clause 8.1(a) and (d) of the Agreement;
- (vi) pay for vacation, sick leave, and other leaves will be based on seven and one-quarter (7¼) hours per day.
- (g) The normal hours of work for employees in the classes of Program Reservation Clerk and Facility Bookings & Registration Clerk may be varied between the range of 8:00 a.m. and 8:00 p.m., Monday through Friday. Regular Full-Time and Temporary Full-Time Employees employed on or before 1992 April 09 shall not be required to work outside the hours specified in Clause 11.1(b).

#### 11.1.1 Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student, (i.e. those who attend a recognized educational institution in B.C.), who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

#### 11.2 Probationary Period for New Employees

- (a) All new employees shall be placed in a probationary capacity until the completion of six (6) months' service.
- (b) 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.
- (c) 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.

- (d) 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.

### 11.3 Promotions, Transfers, Demotions

#### 11.3.1 Promotional Policy

- (a) All Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment, and all Auxiliary Employees who have completed one thousand two hundred (1200) hours within two (2) consecutive calendar years, shall be entitled to apply on an equal basis for any posted position in accordance with paragraph (b) below.
- (b) In making promotions, transfers and demotions, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (c)
  - (i) On promotion or transfer to a new position an employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to their previous position or to a position of equal value for which the Employer deems the employee to be qualified.
  - (ii) Employees serving a trial period shall be entitled to apply, in accordance with paragraph (a) for posted positions. Where an employee changes positions during a trial period, the employee shall recommence the six (6) month trial period. If an employee reverts back to their original position they shall complete the remainder of their trial period.
- (d)
  - (i) If in Management's opinion, it is necessary to advertise externally to fill a vacancy in a position covered by this Agreement this will be done simultaneously with internal posting; however, as a matter of principle, employee interviews will be completed prior to any external applicants.
  - (ii) The selection of the person to fill the vacancy will rest exclusively with Management subject to the employee's right of appeal through the Grievance Procedure.
- (e) Employees promoted to a higher classification will receive no less than the equivalent of one (1) pay step increase over their regular rate of pay.
- (f) Upon the Union filing a grievance alleging a breach of Clause 11.3.1(b), the Union may request and the Employer will provide:
  - (a) application forms, resumés and academic and technical certificates submitted by the successful candidate(s) and by the grieving employee; and

- (b) test scores and rating charts and interview notes for the successful candidate(s) and for the grieving employee.

The Employer may remove personal identifiers such as names, social insurance numbers, and contact information or other personal information that does not relate to qualifications for the job or seniority.

The purpose of this disclosure is for the Union to ensure compliance by the Employer with the terms of Clause 11.3.1(b) in its job selection processes. The Union will keep such information confidential, and use it only for the purpose for which it was disclosed, and in compliance with the *Freedom of Information and Protection of Privacy Act* (the "Act").

The parties recognize and agree that this clause must be administered in a manner consistent with the Act.

#### 11.3.2 Transfers

- (a) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position then becoming vacant would subsequently be posted.
- (b) Transfers between departments will be posted and filled in the usual manner.
- (c) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedures will apply:

The General Manager or designate shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, grievance procedures as set out herein may be initiated.

#### 11.3.3 Demotions and Downward Classification

- (a) Voluntary Demotion: Employees accepting voluntary demotion will be placed in their new salary range according to their length of service in related work equal or senior to that of the position accepted. They will receive increments in the lower position from the date of demotion except where the duties of both positions are closely related, in which case the increment date would not change.
- (b) In the event that a position or class of positions is reclassified downward or is revalued downward as a result of the Job Evaluation Agreement signed between the parties, downgrading will be effected as provided for in Section 8.4 of the said Job Evaluation Agreement.

#### 11.4 Posting Positions and Filling Vacancies

- (a)
  - (i) 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 4730 Kingsway (Head Office) where job postings will only be distributed electronically.
  - (ii) 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.
  - (iii) In the event that a vacancy is posted as per (i) above, and other vacancies occur in the same classification in the same division prior to a selection on the initial posting, the Employer has the option of filling subsequent position(s) from the initial posting.
- (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 two (2) consecutive four (4)-month work terms, 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.
- (c) Positions not previously posted as in Clauses 11.4(a) and 11.4(b) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.
- (d) When no Regular Full-Time Employee applies for or succeeds in being appointed to a posted temporary position, a Temporary Full-Time Employee who has applied for such position may be appointed thereto.
- (e) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is selected for the position must be available for employment in that position not later than one (1) month following the date of selection.
- (f) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, upon return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been selected for the position.

- (g) The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining group.
- (h) In the event the Employer finds it necessary to hire a new employee above the first step in an appropriate pay grade classification, the Union will be notified.

#### 11.5 Layoff and Recall

No employee covered by this Agreement shall suffer loss of seniority due to a layoff beyond their control for a period not exceeding six (6) months or for any period of absence resulting from a leave of absence officially granted, injury or sickness, PROVIDED, HOWEVER, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

##### (a) 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.

##### (b) Recall

Employees shall be recalled to vacated positions for which they are qualified, in the order of their seniority, provided however, seniority for recall purposes shall only be maintained for a period of six (6) calendar months from the date of layoff.

##### (c) New Employees

No new employees shall be hired following a layoff until those who were laid off have been given reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of their seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact or who refuses to report for work shall be removed from the respective seniority list. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances and with the approval of the Employer, within two (2) weeks or such other time as may be agreed by the Employer, of the Employer's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

(d) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective day of layoff. If an employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days' prior written notice thereof. For the purposes of this Clause 11.5(e) the words "major layoff" mean a ten percent (10%) or more reduction in the work force within the bargaining group due to a reduction in the budget of the Employer. This Clause 11.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

11.6 Supervision

For an employee to be considered a supervisor all of the following conditions must be met:

- (a) The authority to supervise must be delegated by the General Manager or designate and may not merely presume on the employee's greater experience and skill.
- (b) The employee must be authorized to assign work to the supervised employee(s).
- (c) The employee must be authorized to direct the course and oversee the details of the supervised employee's work.
- (d) The employee must be responsible for the quality and quantity of the supervised employee's work.
- (e) The supervised employee must be under a duty to obey the orders of the supervisor.
- (f) Rate of pay for the supervisor shall be one (1) step above the maximum step in the range of the highest rated supervised position.

11.7 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Board of Directors dealing with matters covered by this Agreement, will be communicated to the Union at such interval before they are dealt with by the Board of Directors as to afford the Union reasonable opportunity to consider them and make representations to the Board of Directors concerning them and, further, that if employees are deprived of employment by an implementation of such change, they shall receive priority consideration for other employment with the Employer.

#### 11.8 Directives Interpreting the Agreement

The Employer shall provide the Union with a copy of any published directive that tends to interpret, explain or apply the provisions of this Agreement.

#### 11.9 Human Resources Records

- (a) 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.
- (b) On and after 1979 March 19, an employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) Provided an employee has given the Human Resources Manager or designate two (2) working days' notice, they may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Human Resources Manager or designate.

#### 11.10 Disabled Employees

The Employer and the Union agree to cooperate with each other in making every reasonable effort to provide opportunities for partially disabled employees to retain employment, recognizing the Employer is not obliged to create work as part of the accommodation process. The Employer and the Union may mutually agree to waive job postings in order to facilitate accommodation.

#### 11.11 Occupational Health and Safety

- (a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the Employer at risk.
- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (c) An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Administrative Officer.



(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.

11.12 Labour Management Committee – Teamsters

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 Director, Employee & Labour Relations.

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.

12. ABSENCE FROM DUTY OF UNION OFFICIALS

The Employer agrees that:

- (a) Where permission has been granted by the Director, Employee & Labour Relations, to an employee representing the Union to leave their employment temporarily for the purpose of settling a grievance, the said members shall suffer no loss of pay for the time so spent.
- (b) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Director, Employee & Labour Relations when it becomes necessary to transact business with the Employer in connection with matters affecting members of the Union, including Shop Steward attendance at arbitrations.
- (c) A maximum of three (3) employees will be permitted time off without pay while engaged in direct negotiations for the renewal of a collective agreement.

In the event it is impractical to release any one or more of the three (3) persons assigned to union negotiations due to Departmental commitments, the situation will be made known to the Union immediately. If suitable substitution cannot be arranged, either the negotiations will proceed with such employees as can be effectively released, or the negotiations will be delayed until the appropriate persons are available.

- (d) The Union shall provide the Employer with a list of its Shop Stewards. This list shall be kept current by the Union at all times.

- (e) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the services of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified, if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

### 13. GRIEVANCE PROCEDURE

#### 13.1 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 the meeting with the General Manager or designate, the matter shall, within ten (10) working days, be referred to the Director, Employee & Labour Relations and the Union Business Representative.

Step 4

If the grievance is not settled within ten (10) working days of being referred to the Director, Employee & Labour Relations and the Union Business Representative the matter shall, within ten (10) working days, be referred to the Chief Administrative Officer.

Step 5

If the matter is not settled in Step 4 above within ten (10) working days of being referred to the Chief Administrative Officer, 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, 4 or 5 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, 4 or 5 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.

13.2 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 at step 4 of Clause 13.1.

If a satisfactory settlement is not reached with the Chief Administrative Officer within ten (10) working days, such matter may be referred to Arbitration under Clause 13.1, step 5, and as provided for in Clause 13.3.

### 13.3 Arbitration

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two (2) so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 13.1(a), Step 5.

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 13.1(a), Step 5. The two (2) representatives shall select a chairperson within a further seven (7) calendar days.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, 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 bear the expenses of the arbitrator appointed by such party and shall pay one-half ( $\frac{1}{2}$ ) the expenses of the chairperson.

### 13.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 13. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 13 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

#### 14. CLASSIFICATION AND EVALUATION

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with a procedure set forth in the Job Evaluation Agreement between the Employer and the Union.

- (a) In any case where it is claimed that the duties, responsibilities or required qualifications of a position have been significantly changed, or have become sufficiently dissimilar from the type of duties, level of responsibilities or required qualifications as described in the class specification for the class to which the position is currently assigned so as to warrant reclassification, either the Employer or the Union or the incumbent employee may at any time initiate a request for reclassification of such position in accordance with the provisions of the Job Evaluation Agreement.
- (b) The decision of the Employer shall be subject to the Review and Appeal Procedures set forth in the Job Evaluation Agreement. In any case where reclassification is agreed to by the parties or awarded on appeal, it shall take effect from the date the request was initiated by the Employer, by the Union or by the incumbent employee as the case may be (requests are deemed to be initiated once all the paperwork has been received by the Human Resources Department).

#### 15. GENERAL PROVISIONS

##### 15.1 Employment Equity

The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

##### 15.2 Notice Boards

Space will be provided on existing notice boards for posting of Union notices, or additional notice boards will be provided where practical to do so. All Union notices must be signed by an authorized representative of the Union and be approved by the Director, Employee & Labour Relations before posting. Notices not properly authorized will be removed.

##### 15.3 Employment of Students and Grant Employment

- (a) The Union agrees that the Employer shall have the right to employ students in any Federal or Provincial make-work program, and to pay only wages set out in the conditions governing such programs. Students employed under this Clause shall not be used to replace any Regular Employee.

Employees hired for recognized education co-op programs, work experience programs, or specialized projects for which grant funding is not available, but which the parties agree are within the intent of this Clause, shall be deemed Student Employees.

- (b) The Employer will notify the Union whenever Provincial or Federal Government grants are awarded and personnel employed under the provisions of the grant will be confined to the special project for which the grant was awarded and are not to be used to supplement the work force under Union jurisdiction.

Where government grant applications require the approval of the Union, the Union agrees to provide such approval provided the following conditions are met:

- (i) The Employer shall give at least thirty (30) days advance notice to the Union.
- (ii) The Notice shall identify the grant program, the number of anticipated positions, the general nature of the work to be done and the proposed rate of pay.
- (iii) No current employee shall be laid off or have their hours reduced as a result of a government-funded grant program.
- (iv) Employees hired to work on grant programs will be paid Pay Grade 12, Step 1, or the grant program funded rates, whichever is more.

#### 15.4 Previous Municipal Employment

Employees previously employed by member municipalities and hired by the Employer for a newly acquired function shall be granted seniority equal to that acquired with their former employer but this seniority would be applicable to that function only as set out in the letters patent.

#### 15.5 Schedules and Letters of Understanding

It is agreed between the parties hereto that Schedule "A", "B", "C", and "D" and the Letters of Understanding re Job Sharing, Union Initiation Fees, Market Premiums, Elimination of Clause 10.6.3 (Gratuity Plan) and Transition Process and Hours of Work Laboratory Assistant II and Team Lead – Environmental Sampling annexed hereto shall form part of this Agreement.

16. WORKPLACE HUMAN RIGHTS

The Employer and the Union recognize their respective obligations under the Human Rights Code and no form of discrimination under the Code will be tolerated in the workplace.

Any complaint alleging discrimination shall be dealt with at the employee's choice either in accordance with appropriate policy or through the grievance procedure.

If the employee also chooses to pursue the complaint through Human Rights, the grievance or policy process will be considered to be held in abeyance until the complaint process is concluded.

APPROVED ON BEHALF OF THE METRO  
VANCOUVER REGIONAL DISTRICT:

Sav Dhaliwal

Chair

Jerry Dobrovolny

Chief Administrative Officer

November 02, 2021

Date

APPROVED ON BEHALF OF THE TEAMSTERS,  
LOCAL UNION NO. 31:

Stan Hennessy

President and Principal Officer

Caley Fieldhouse

Business Representative

Bart Frymel

Representative

Elizabeth Hartley

Representative

Daniel Werger

Representative

October 12, 2021

Date

SCHEDULE "A"

CLASSES OF POSITIONS COVERED BY AGREEMENT BETWEEN  
 THE METRO VANCOUVER REGIONAL DISTRICT AND  
 TEAMSTERS, LOCAL UNION NO. 31

Effective 2016 January 01 – 2019 December 31

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
058		Accounting Clerk I	14
059		Accounting Clerk II	18
060		Accounting Clerk III	22
339		Accounting Supervisor	29
055		Accounts Payable Clerk II	18
057		Accounts Payable Supervisor	22
010		Administrative Assistant II	13
011		Administrative Assistant III	15
013		Administrative Assistant IV	17
278		Administrative Assistant V	20
391		Administrative Coordinator	22
125		Administrative Officer I (Electoral Areas)	22
133		Administrative Officer II (Electoral Areas)	27
266		Air Quality Analyst	28
329		Air Quality Planner	30
130		Ambient Air Technician	22
330		Applications Support Specialist	19
400		Assistant Enforcement Officer	22
085		Bacteriologist/Analyst	24
284		Biosolids Project Coordinator	28
124	(d)	Building Inspector	26
240		Business Analyst I	28
249		Business Analyst II	30
414		Business Analyst Innovation	27
324		Business Services Coordinator	30
029		Business Systems Analyst	28
304		Buyer I	25
327		Buyer II	27
030		Capital Accounting Clerk	20
015		Central File Clerk	12
308		Central Services Supervisor	18
080		Chemist/Analyst	24
237		Clerk--Building Inspections	15
020		Clerk--Drafting	12
009		Clerk Receptionist--Pollution Control	12



SCHEDULE "A" (cont'd)

Page 2

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
027		Clerk--Regional Housing	15
005		Clerk Typist II	13
006		Clerk Typist III	15
008		Clerk Typist--Quality Control	15
054		Client Services Assistant	18
033		Client Services Trainer	21
271*		Communications & Education Coordinator	27
168		Communications Officer	21
331		Communications Specialist	28
351		Community Development Coordinator	23
034		Computer Programmer/Analyst	26
334		Computer Technical Specialist	25
123		Construction Technician	24
378		Contract Specialist	28
245		Contract Support Assistant	19
028		Coordinator--Computer Assisted Drafting	26
305		Coordinator—Computer Deployment	21
369		Corporate Librarian	27
367		Corporate Records Administrator	27
342		Customer Service Representative	15
018		Data Research Technician	18
343		Database Administrator	30
117		Design Draftsperson I	23
132		Design Draftsperson II	25
113	(c)	Draftsperson I	12
114		Draftsperson II	17
115		Draftsperson III	21
116		Draftsperson IV	25
264		Driver-Messenger	13
128		Electrical Engineering Technician	25
392		Engineering Document Custodian	17
119		Engineering Technician I	21
120		Engineering Technician II	25
376		Environmental Biologist	29
361		Environmental Biologist – WS/LWS	28
353		Environmental Control Officer	29
379		Environmental Monitoring Assistant	17
337*		Environmental Monitoring Technician	22
398		Environmental Monitoring Technologist	23
360		Environmental Planner	30
372		Environmental Regulatory Planner	30
332*		Environmental Scientist I	24

SCHEDULE "A" (cont'd)

Page 3

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
315*		Environmental Scientist II	27
294		Environmental Technician I	21
310		Environmental Technician II	25
390		External Outreach Coordinator	29
359		External Relations Project Coordinator	28
381		Facility Development Coordinator	30
183		Financial Analyst	27
385		Financial Data Analyst	26
275		Financial Systems Analyst	29
227		G.I.S. Coordinator	28
254		G.I.S. Technologist	24
301		Graphic Designer	22
166		Graphics Technician	19
335		Help Centre Support Specialist	22
366		Housing Maintenance Technician	25
219		Hydrologic Technologist	22
096		ICI Waste Reduction and Recycling Officer	21
081*		Laboratory Assistant I	13
344*		Laboratory Assistant II	17
086		Laboratory Assistant--Beach Testing Program	17
083*		Laboratory Technician	22
355		Landscape Architect	29
336		Library Technician	17
371		LIMS Analyst	24
416		Maintenance Engineering Technician	25
395		Marketing and Event Coordinator	20
110		Mechanical Engineering Technician I	21
121		Mechanical Engineering Technician 2	25
396		Media Relations Officer	23
397		Multimedia Technical Specialist	26
307*		Municipal Water Quality Coordinator	23
415		Natural Resource Management Planner	30
368		Natural Resource Management Specialist	28
407		Natural Resource Management Technician	23
269		Office Secretary	16
012		Office Supervisor	17

SCHEDULE "A" (cont'd)

Page 4

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
409		Operations Data Analyst	24
246		Outsourcer Coordinator – Operations/Maintenance	28
247		Outsourcer Coordinator – Systems Delivery	30
377		Park Area Visitor Services Specialist	23
399		Park Asset Maintenance Coordinator	25
070		Park Interpretation Leader	19
162		Park Interpretation Specialist	22
320		Park Interpreter I	14
321		Park Interpreter II	16
193		Park Planner I	28
195		Park Planner II	30
384		Parks Public Programs and Outreach Coordinator	26
024		Permit Registration Clerk	15
126		Permitting and Enforcement Officer	25
375		Permitting Specialist	27
131		Pilot Plant Operator	19
322		Planning Data Analyst	24
325		Policy Analyst	25
348		Policy Coordinator	33
019		Print Room - Mail Clerk	12
044		Printing Equipment Operator I	15
311		Printing Equipment Operator II	16
383		Producer-Director	26
364		Program Analyst	25
258		Program Assistant I	17
282		Program Assistant II	19
326		Project Coordinator	27
211		Project Research Assistant	17
190		Property Management Officer	25
218		Property Negotiation Officer	23
191		Property Negotiator	27
241		Property Research Assistant	18
204		Proposal Call Officer	26
402		Public Engagement Coordinator	29
069		Purchasing Assistant II	21
370		Quality Control Business Coordinator	27
317*		Quality Control Coordinator	27
403		Quality Control Project Coordinator	27
111		Rainfall Technician	18
014		Recording Secretary	16

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
401		Records Analyst	24
300		Records Clerk	15
404		Records Clerk II	17
341		Records Coordinator	21
279		Recreation Clerk	14
276		Recreation Leader	15
236		Recreation Programmer	21
411		Regional Parks Research Analyst	24
174		Regional Planner I	30
171		Regional Planner II	33
408		Regional Planner II - Housing Development	33
045		Reproduction Technician	15
212		Research Assistant	21
214		Research Officer--Data Base	24
309		Research Technician	22
287		Resource Conservation Assistant	18
046		Risk Management Officer	27
295*		Sampling Supervisor	26
410		Scientific Innovation Project Coordinator	27
089		Senior Ambient Air Technician	24
413		Senior Communications Specialist	29
223		Senior Financial Analyst	29
079*		Senior Laboratory Technician--Chemistry Laboratory	24
078*		Senior Laboratory Technician--Microbiology Laboratory	24
092		Senior Permitting and Enforcement Officer	27
362		Senior Policy Analyst	28
346		Senior Policy & Planning Analyst	27
229		Senior Property Negotiator	29
393		Senior Visual Communications Specialist	25
358		Special & Community Events Coordinator	22
354		Special Events Assistant	19
363		Supervisor-Air Monitoring & Computer Services	28
077*		Supervisor-Microbiology Laboratory	29
338		Supervisor-Rental Assistance	23
076*		Supervisor--Sewage Treatment Plant (STP) Laboratories	27
380		Supervisor Tenant Accounts	21
333		System and Network Operations Coordinator	28
087		Systems Coordinator	26
122		Systems Planner--Water Supply	28
084*		Team Lead – Environmental Sampling	19
075*		Team Lead – Quality Control Laboratory	27
323		Technical Advisor	25

SCHEDULE "A" (cont'd)

Page 6

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
235		Technical Assistant	14
238		Technical Support Assistant	20
250		Technologies and Telecommunications Planner I	29
251		Technologies and Telecommunications Planner II	31
043		Telephone Operator Receptionist (Dept.)	12
041	(a)	Telephone Operator Receptionist (Dist.)	13
319		Telephone Services Coordinator	20
365		Tenant Community Coordinator	21
243		Training Coordinator	27
184		Treasury Clerk	18
394		Visual Communications Specialist	24
352		Visitor Services Assistant	19
406		Volunteer System Coordinator	16
283		Waste Water Treatment Plant Clerk	15
316*		Water Quality Control Technician	22
374		Web Developer	24
349		Web Specialist	21
357*		Web Supervisor	27
412		Web-Systems Business Analyst	28
038		Weigh Scale Systems Specialist	19
270		Writer-Editor	23

Notes:

- (a) These classifications may work longer hours.
- (b) Employees shall be paid the hourly rate x thirty-six and one-quarter (36¼) hours except that, where employees have a normal work week that is different than thirty-six and one-quarter (36¼) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.
- (c) These positions receive an increment each six (6) months – all others annually
- (d) Steps 2, 3 and 4 only

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Regular Part-Time &amp; Full-Time Employees</u>	<u>Auxiliary Employees</u>
OFA Level II	\$125.00 per month	\$0.80 per hour
OFA Level III	\$145.00 per month	\$0.95 per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification provided the employee successfully completes the course.

Note:

1. Classes and/or pay grades that have been abolished, reclassified, revalued and/or retitled subsequent to 2016 January 01 are only effective from the date such change occurred.
2. Nominal work week is thirty-six and one-quarter (36¼) hours

\* Pay grade for these classifications was adjusted in 2007 as a result of a market review.

FOR CLASSES COVERED BETWEEN THE METRO VANCOUVER REGIONAL  
DISTRICT AND TEAMSTERS, LOCAL UNION NO. 31

Effective 2016 January 01 – 2019 December 31

RATES OF PAY

Key: A = 2020 January 01  
B = 2021 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	20.44	21.26	22.09	22.93	23.91
	B	20.85	21.69	22.53	23.39	24.39
10	A	21.26	22.09	22.93	23.91	24.85
	B	21.69	22.53	23.39	24.39	25.35
11	A	22.09	22.93	23.91	24.85	25.82
	B	22.53	23.39	24.39	25.35	26.34
12	A	22.93	23.91	24.85	25.82	26.89
	B	23.39	24.39	25.35	26.34	27.43
13	A	23.91	24.85	25.82	26.89	28.00
	B	24.39	25.35	26.34	27.43	28.56
14	A	24.85	25.82	26.89	28.00	29.12
	B	25.35	26.34	27.43	28.56	29.70

## SCHEDULE "A" (cont'd)

Key: A = 2020 January 01  
B = 2021 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
15	A	25.82	26.89	28.00	29.12	30.33
	B	26.34	27.43	28.56	29.70	30.94
16	A	26.89	28.00	29.12	30.33	31.60
	B	27.43	28.56	29.70	30.94	32.23
17	A	28.00	29.12	30.33	31.60	32.90
	B	28.56	29.70	30.94	32.23	33.56
18	A	29.12	30.33	31.60	32.90	34.27
	B	29.70	30.94	32.23	33.56	34.96
19	A	30.33	31.60	32.90	34.27	35.68
	B	30.94	32.23	33.56	34.96	36.39
20	A	31.60	32.90	34.27	35.68	37.18
	B	32.23	33.56	34.96	36.39	37.92
21	A	32.90	34.27	35.68	37.18	38.73
	B	33.56	34.96	36.39	37.92	39.50



## SCHEDULE "A" (cont'd)

Key: A = 2020 January 01  
B = 2021 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
22	A	34.27	35.68	37.18	38.73	40.35
	B	34.96	36.39	37.92	39.50	41.16
23	A	35.68	37.18	38.73	40.35	42.12
	B	36.39	37.92	39.50	41.16	42.96
24	A	37.18	38.73	40.35	42.12	43.90
	B	37.92	39.50	41.16	42.96	44.78
25	A	38.73	40.35	42.12	43.90	45.73
	B	39.50	41.16	42.96	44.78	46.64
26	A	40.35	42.12	43.90	45.73	47.69
	B	41.16	42.96	44.78	46.64	48.64
27	A	42.12	43.90	45.73	47.69	49.76
	B	42.96	44.78	46.64	48.64	50.76
28	A	43.90	45.73	47.69	49.76	51.87
	B	44.78	46.64	48.64	50.76	52.91

## SCHEDULE "A" (cont'd)

Key: A = 2020 January 01  
B = 2021 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
29	A	45.73	47.69	49.76	51.87	54.07
	B	46.64	48.64	50.76	52.91	55.15
30	A	47.69	49.76	51.87	54.07	56.46
	B	48.64	50.76	52.91	55.15	57.59
31	A	49.76	51.87	54.07	56.46	58.85
	B	50.76	52.91	55.15	57.59	60.03
32	A	51.87	54.07	56.46	58.85	61.41
	B	52.91	55.15	57.59	60.03	62.64
33	A	54.07	56.46	58.85	61.41	64.07
	B	55.15	57.59	60.03	62.64	65.35

SCHEDULE "B"

This is Schedule "B" referred to in  
Clauses 5.6, 10 and 15.5 of this Agreement

- A. The terms and conditions of this Agreement shall apply to Regular Part-Time Employees and Auxiliary Employees save and except for the following provisions thereof:

- Clause 6. Pay for Acting Senior Capacity
- Clause 8. Overtime, Callout
- Clause 8.4 Meal Periods
- Clause 9. Vacations & Public Holidays
- Clause 10. Employee Benefits
- Clause 11.1(b) Working Conditions (normal work days)
- Clause 11.1(d) Special Leave Days
- Clause 11.2 Probationary Period for New Employees
- Clause 11.3.2 Transfers
- Clause 11.3.3 Demotions
- Clause 11.4 Posting Positions & Filling Vacancies
- Clause 11.5 Layoff & Recall

and Schedules "A", "C" and "D".

- B. In addition to the applicable terms and conditions referred to in paragraph A the following special provisions apply to Regular Part-Time Employees and Auxiliary Employees:

1. OVERTIME

Regular Part-Time Employees and Auxiliary Employees who are required to work overtime shall be paid for such overtime in the following manner:

- (a) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day.
- (b) Double time (2X) for hours worked beyond two (2) hours in excess of the normal daily hours in a day.

- (c) Where employees have already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to noon on their sixth (6<sup>th</sup>) day of work in that week, double time (2X) for hours worked after 12:00 noon on their sixth (6<sup>th</sup>) day, and double time (2X) for all hours worked on their seventh (7<sup>th</sup>) day of work in that week.
- (d) Where a Regular Part-Time Employee or an Auxiliary Employee work in a classification normally occupied by a Regular Full-Time Employee for the purposes of applying overtime rates the normal daily and weekly hours of such Regular Part-Time Employee or Auxiliary Employee (as the case may be) shall be deemed to be those of the Regular Full-Time Employee.

## 2. MEAL PERIOD

Employees shall be entitled to an unpaid meal break after two (2) continuous hours of overtime work.

## 3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including annual vacation, public holidays, group life, medical, extended health, dental, and those providing for time off with pay, provided however, that those Auxiliary Employees, upon the completion of one thousand and five hundred (1500) hours of work within two (2) consecutive calendar years, shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
  - (i) a payment of ten point two percent (10.2%) of regular earnings in lieu of vacation and public holiday pay;
  - (ii) Medical, Extended Health, Group Life (including Accidental Death and Dismemberment (AD&D)) and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;
  - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify

after the same eligibility period applicable to full-time employees except it shall be six (6) calendar months for Regular Part-Time Employees; and

(iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.

(v) Savings Premium

The premium for Regular Part-Time Employees will take effect at the commencement of employment. The Employer will contribute one and one-half percent (1½%) of the basic salary of the employee eligible for the premium. As is currently the case this Savings Premium shall not be pensionable earnings nor shall it be considered salary for the purposes of the Group Life/AD&D benefit.

(c) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (b), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (b), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (d) commencing on the first of the month following the expiry of the benefit coverage.

(d) All Regular Part-Time Employees not covered by paragraph (b) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (e) below.

(e) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten point two percent (10.2%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.

(f) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.

4. PUBLIC HOLIDAYS

A public holiday will be treated as a normal working day for Regular Part-Time Employees and Auxiliary Employees. Thus, an employee who works on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

5. NORMAL DAILY AND WEEKLY HOURS

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for Regular Part-Time Employees and Auxiliary Employees except in the case of a Regular Part-Time Employee or an Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Regular Part-Time Employee or Auxiliary Employee (as the case may be).

6. SPECIAL LEAVE DAYS

Regular Part-Time Employees are entitled to Special Leave Days in accordance with the provisions of Clause 11.1(d) on a prorated basis, calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.

7. PAY INCREMENTS

Where ranges exist, eligibility for advancement from one (1) step to the next (increment) shall be based on the completion of one thousand and forty-four (1044) hours.

8. RESIGNATION, RE-EMPLOYMENT, LAYOFF

Employees who are absent from the service for less than one (1) year shall have their seniority and placement on the increment scale reinstated upon re-employment.

9. LEAVE FOR VACATION

A Regular Part-Time Employee and Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operational requirements.

SCHEDULE "C"

This is Schedule "C" referred to in  
Clauses 9.1(o) and 15.5 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

Example:

An employee hired in 1997 is in their eleventh (11<sup>th</sup>) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

\*The working day entitlement is based upon a five-day (5) work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2012 TO 2021 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
2021	--	--	--	--	--	--	--	--	--	--
2020	--	--	--	--	--	--	--	--	--	15/-
2019	--	--	--	--	--	--	--	--	15/-	15/-
2018	--	--	--	--	--	--	--	15/-	15/-	15/-
2017	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2016	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2015	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2014	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2013	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2012	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2011	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2010	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2009	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2008	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2007	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2006	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2005	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2004	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2003	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2002	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2001	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2000	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1999	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1998	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1997	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1996	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1995	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1994	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1993	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1992	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1991	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1990	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1989	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1988	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5



SCHEDULE "D"

This is Schedule "D" referred to in  
Clause 11.1(f)(iii) and 15.5 of this Agreement

Employment Standards Act Principles

Effective 1984 July 16 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one month following 1984 July 16 Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

**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 General Manager or designate 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 General Manager or designate shall have sole discretion as to whether or not to approve a Job Sharing arrangement request from an employee.

II. Procedure

1. Effective 2018 May 25: A Regular Full-Time Employee shall apply in writing to their General Manager or designate 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 Director, Employee & Labour Relations and the Union.
2. Effective 2018 May 25: 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 Director, Employee & Labour Relations 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 General Manager or designate's sole discretion to approve a request, where an employee's request is denied, the Union may request a meeting with the General Manager or designate and Director, Employee & Labour Relations 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

Bereavement 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.

- (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 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) Municipal Pension Plan

Where an employee is contributing to the Municipal Pension Plan and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward the Municipal Pension Plan. 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.

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<sup>th</sup> day of April, 2018.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

“Jacquie Griffiths”

“Karlene Bateman”

“Greg Smith”

“Dan Werger”

“Dean Rear”

“Elizabeth Hartley”

“Tony Cheong”

“Bart Frymel”

CARRIED FORWARD AND EFFECTIVE FOR  
THE TERM OF THE 2020-2021 COLLECTIVE AGREEMENT

**LETTER OF UNDERSTANDING**

between the

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

and the

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

**RE: UNION INITIATION FEES**

Any Auxiliary or Temporary Employee hired for a period of four months or less shall not be required to pay Union initiation fees but will pay their appropriate Union dues of two and a half times their hourly rate plus two dollars. If the individual's term is extended beyond four months, the Employer will start deducting, through four installments, the appropriate initiation fee until the full payment is made or the individual's employment relationship with the GVRD is terminated.

Signed this 31<sup>st</sup> day of July, 2001.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER:

"Tony Cheong"

\_\_\_\_\_

"Michelle Garvock"

\_\_\_\_\_

"Robert S. Smith"

\_\_\_\_\_

"C.M. Leffler"

\_\_\_\_\_

"Gail Hebner"

\_\_\_\_\_

"E. Fritsch"

\_\_\_\_\_

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE UNION:

"Kathy Peters"

\_\_\_\_\_

"Marnie Olson"

\_\_\_\_\_

"Aileen Johnston"

\_\_\_\_\_

"Jude Grass"

\_\_\_\_\_

CARRIED FORWARD AND EFFECTIVE FOR  
THE TERM OF THE 2020-2021 COLLECTIVE AGREEMENT

**LETTER OF UNDERSTANDING**

between the

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

and the

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

**RE: MARKET PREMIUMS**

Where a classification has been identified by the Employer as being behind market or the classification has been difficult to recruit for or to retain employees in, the HR Services Division Manager on behalf of the Employer, may temporarily increase the rate of pay for the specified class by adding a premium of up to 10%. Any incumbent employees within the identified classification will also receive the temporary premium.

If at a later date the classification is found by the Employer to no longer require the temporary premium, it will be removed. In such instance, the Employer will supply 60-day notice to all employees affected by the removal of the premium.

Signed this 31<sup>st</sup> day of July, 2001.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER:

"Tony Cheong"

\_\_\_\_\_

"Michelle Garvock"

\_\_\_\_\_

"Robert S. Smith"

\_\_\_\_\_

"C.M. Leffler"

\_\_\_\_\_

"Gail Hebner"

\_\_\_\_\_

"E. Fritsch"

\_\_\_\_\_

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE UNION:

"Kathy Peters"

\_\_\_\_\_

"Marnie Olson"

\_\_\_\_\_

"Aileen Johnston"

\_\_\_\_\_

"Jude Grass"

\_\_\_\_\_

CARRIED FORWARD AND EFFECTIVE FOR  
THE TERM OF THE 2020-2021 COLLECTIVE AGREEMENT



**LETTER OF UNDERSTANDING**

between the

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

and the

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

**RE: ELIMINATION OF CLAUSE 10.6.3 (GRATUITY PLAN) AND TRANSITION PROCESS**

Effective 2018 August 31:

The Employer and Union agree to the following transitional process:

- (i) For calendar year 2018, a credit of two (2) working days from January 1<sup>st</sup> to August 31<sup>st</sup> 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 General Manager or designate.

LETTER OF UNDERSTANDING – ELIMINATION OF CLAUSE 10.6.3 (GRATUITY PLAN)  
AND TRANSITION PROCESS (cont'd)

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

Signed this 11<sup>th</sup> day of April, 2018.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE EMPLOYER:

“Jacquie Griffiths”

\_\_\_\_\_

“Greg Smith”

\_\_\_\_\_

“Dean Rear”

\_\_\_\_\_

“Tony Cheong”

\_\_\_\_\_

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE UNION:

“Karlene Bateman”

\_\_\_\_\_

“Dan Werger”

\_\_\_\_\_

“Elizabeth Hartley”

\_\_\_\_\_

“Bart Frymel”

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between the

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

and

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

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

Effective 2018 May 25:

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

LETTER OF UNDERSTANDING – HOURS OF WORK LABORATORY ASSISTANT II AND  
TEAM LEAD – ENVIRONMENTAL SAMPLING (cont'd)

- 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<sup>th</sup> day of April, 2018.

ON BEHALF OF THE EMPLOYER:

“Jacquie Griffiths”

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“Greg Smith”

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“Dean Rear”

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“Tony Cheong”

ON BEHALF OF THE UNION:

“Karlene Bateman”

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“Dan Werger”

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“Elizabeth Hartley”

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“Bart Frymel”