

2012

MEMORANDUM OF AGREEMENT

between the

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

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES UNION
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE GREATER VANCOUVER REGIONAL DISTRICT (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE GREATER VANCOUVER REGIONAL DISTRICT;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2007-2011 Collective Agreement (including appendices) continue except as specifically varied below. It is agreed that Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

2. Term of Agreement

- (a) The term of the new Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 December 31, both dates inclusive.
- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.01 – Effective Period of Agreement by replacing "2007" in the second line with "2012" and by replacing "2011" in the third line with "2015".



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3. General Increase

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.02 - Wages to reflect the following effective dates and increases:

- (a) Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.

4. Clause 2.03(a) – Compensating Time Banked Resulting from a New Statutory Holiday

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph to 2.03(a)(viii) to read as follows:

“(viii) Employees shall receive eight (8) hours of compensating time banked for Family Day in the pay period when Family Day occurs.”

5. Letter of Understanding #1 – Seymour Capilano Filtration Plant (SCFP) Shift Schedule

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to re-sign and re-date the Letter after amending it by adding a new paragraph (h) to read as follows, and renumber the remaining paragraphs:

“(h) Employees shall receive eight (8) hours of compensating time banked for Family Day in the pay period when Family Day occurs.”

6. Clause 2.03(c) – Utility Systems Controllers

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new paragraphs as (iii) and (iv) to Clause 2.03(c) to read as follows:



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- “(iii) Employees may request to work scheduled leave time and take this time off at another date provided 192 hours’ notice is given. This time off, if approved, will be inserted elsewhere in the annual shift schedule at the time of the request and becomes part of the normal annual schedule. This procedure may be repeated. Under urgent circumstances, as agreed to by the employee and their Supervisor, adequate notice of time off request may be reduced.
- (iv) The Employer will give ninety-six (96) hours’ notice of any change of shift. Overtime will apply when less than ninety-six (96) hours’ notice of a shift change is given. Regular scheduled time within the notice period will be at regular rates.”

7. **Clause 2.03(d) – Watershed Security Patrollers working at the Coquitlam Watershed from 6:00 p.m. to 6:00 a.m.**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add new paragraphs (v) and (vi) to Clause 2.03(d) to read as follows:

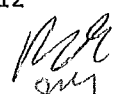
- “(v) For Watershed Security Patrollers at the Coquitlam Watershed, 12-hour shifts may be scheduled from 6:00 p.m. to 6:00 a.m. with the intent of providing 24-hour coverage at this location.
- (vi) Watershed Security Patrollers at the Coquitlam Watershed working the 6:00 p.m. to 6:00 a.m. shift shall be paid a premium of 3.5% for all hours actually worked between 6:00 p.m. and 6:00 a.m. The premium is not part of the employee’s rate of pay. Employees receiving the 3.5% premium will not be entitled to any premiums listed in Clause 3.03.”

Although not to be included in the Collective Agreement the Employer and Union agree on the following:

- The intent at Coquitlam Watershed is to provide 24-hour Watershed Security Patroller coverage without changing the hours of work as described in Clause 2.03(d) for 12-hour Regular Full Time Watershed Security Patrollers employed as of the date of ratification of the Memorandum of Agreement;
- On a one time basis only, any 12-hour Regular Full Time Watershed Security Patrollers employed as of the date of ratification of the Memorandum of Agreement will be provided the opportunity to decide whether or not they wish to work the 6:00 p.m. to 6:00 a.m. shift.

8. **Clause 2.04 – Swing Shifts**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 2.04(a) to read as follows:



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"(a) Shift work will apply on projects involving one, two or three shifts per day for six or more shifts. Shift work on projects involving Construction Department work or projects deemed as "emergency" work will be considered as in effect from the time the Superintendent Construction and/or the Supervisor - Survey/Inspection declares it so. Shift work for projects not deemed Construction Department work or "emergency" work shall be considered in effect following sixty (60) days' notice. When swing shifts are worked on any project, a day shift shall consist of eight (8) hours of working time, the evening shift will consist of seven and one-half (7½) hours of working time, and the midnight shift will consist of seven (7) hours of working time. Where sixty (60) days' notice is served, the Notice of Project Schedule shall be adhered to, and shall include language to address the following:"

(Note: The balance of Article 2.04 - Swing Shifts from (i) – (x) will remain the same).

9. **Clause 3.05(a) – Meal Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the clause by increasing the Meal Allowance from thirteen dollars (\$13.00) to seventeen dollars (\$17.00).

10. **Clause 10.03 – Coveralls**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new subsection (c) to read as follows:

"(c) Construction".

11. **Clause 10.05 – Boot Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the clause by replacing "\$50.00" with "\$75.00".

12. **Clause 9.05 – MSP – Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.05 so that all employees are required to contribute fifteen percent (15%) of the premium and the Employer is required to contribute eighty-five percent (85%) of the premium for the Medical Services Plan of BC.

13. **Clause 9.05 – Extended Health – Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.05 so that all employees are required to contribute fifteen



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percent (15%) of the premium and the Employer is required to contribute eighty-five percent (85%) of the premium for the Extended Health Care Plan.

14. Adjustment to Coverage for Extended Health

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that, while not to be included in the Collective Agreement, the Employer will request the carrier to:

- (a) adjust the amount the Extended Health Plan will pay for dispensing fee charges for prescription drugs to ten dollars (\$10.00) per prescription. This amount will be reviewed annually on January 1st and adjusted if necessary to reflect the maximum dispensing fee recognized for payment by the BC PharmaCare program (ten dollars (\$10.00) as of January 1, 2013).
- (b) amend the prescription drug coverage under the Extended Health Plan such that the Plan pays for the lowest cost interchangeable drug with the same medicinal ingredients unless the prescribing medical practitioner has specifically indicated on the prescription form presented to the pharmacy that no substitutions are to be made.

15. Annual Vacation - Improvement

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 9.11 so that under the "Years of Service Completed" column the words "After 9 years" will be replaced with the words "After 7 years".

16. Clause 9.08, Section Five – General Conditions, paragraph (g)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend paragraph (g) by placing a period after the word "rate" in the second line and deleting the remainder of the sentence.

Note: it is understood that as a result of placing a period after the word "rate", an employee's sick leave pay will no longer be calculated on any acting pay, but will be based on the rate for their posted classification.

17. Clause 9.11 – Annual Vacation

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the first sentence by placing a period after the word "rate" in the second line and deleting the remainder of the sentence.

Note: it is understood that as a result of placing a period after the word "rate", an employee's vacation pay will no longer be calculated on any acting pay, but will be based on the rate for their posted classification.



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18. **Clause 7.03 – Arbitration**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new paragraph between the second and third paragraph to read as follows:

“Where considered acceptable to both the Employer and the Union, a single Arbitrator may be used in place of a three (3) member Arbitration Board.”

19. **Housing Resident Building Managers**

While not to be included in the collective agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that for Housing Resident Building Managers who are in receipt of Long Term Disability benefits, the rental and utility subsidy amounts shall be included in the employee benefit coverage described in Clause 9.08 Section Three (h)(i), and they shall be permitted to continue to reside in the unit allocated to them for a period of six (6) months L.T.D. coverage.

20. **Apprenticeship Training Program**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Appendix #1 of the Collective Agreement by adding the following paragraph to Clause 6:

“Upon certification and until they successfully post into a certified tradesperson vacancy, the newly certified tradesperson will be assigned a work location, and mileage will be calculated as follows:

- For the first 12 months according to Clause 3.12(a) and (b)
- After 12 months according to Clause 3.12(c)

At the employer’s option, the newly certified tradesperson may be assigned a corporate vehicle during this period, in which case no mileage will be payable.”

21. **Other Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew unchanged the other Letters attached to the Collective Agreement as follows:

Letter of Understanding #2 - Shift Schedules - Annacis and Iona WWTP
Letter of Understanding #3 - Reduced-Time Employees

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22. Housekeeping

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

- (a) Update the section titled "The Greater Vancouver Regional District" by:
 - (i) amending the first line to read "The GVRD delivers Regional services, planning and political leadership on behalf of 24 local Authorities.";
 - (ii) adding "Tsawwassen First Nation" into the list; and
 - (iii) amending the list of principal Officers and Managers.
- (b) Update the section titled "The Greater Vancouver Regional District Employees' Union" by amending the list of Union Executives and Representatives.
- (c) Update Clause 2.03(b)(iii) by correcting the typo in the word "circumstances" in the last sentence.
- (d) Update Clause 2.03(e)(i) by inserting the word "of" after the word "consists".
- (e) Update Clause 2.05 by:
 - (i) retitling the Clause to read "Work Week – Regional Parks";
 - (ii) amending paragraph (a) by adding a new item (iv) to read "Park Rangers – 6:00 a.m. and 3:00 a.m." and a new item (v) to read "Park Assistant II – 6:00 a.m. and 10:00 p.m."; and
 - (iii) replacing the words "Parks Department" in paragraph (c) with the words "Regional Parks".
- (f) Insert a new Clause 3.15 to read as follows:

"Employees in the Park Patroller classification and Park Ranger classification will be compensated with a premium of 3.5% of their regular hourly rate for all the hours actually worked between 11:00 p.m. and 6:00 a.m. This premium is not to be considered part of the employee's 'rate of pay'."
- (g) (i) Update Article 4.04 – Seniority – Layoff, paragraph (c), to reflect the new organizational structure as of 2013 January 28.
 - (ii) Ensure the page number and clause number match the Clause numbers, e.g; Clause 5.06 is on page 60 not page 59.



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- (h) Delete Clause 4.05(c) as it is redundant.
- (i) Delete Clause 4.07 in its entirety.
- (j) Update Clause 5.03 by deleting paragraphs (a) and (b).
- (k) Update Clause 5.04, 1 and 2, by deleting the requirement for successful completion of California State University, Sacramento courses for reclassification to WWTP0 I and II.
- (l) Update Clause 5.05 by deleting paragraphs (b) – Steel Worker and (i) – Hot Enamel Applicators and Hot Enamel Pot Man and renumbering the balance of the clause.
- (m) Update Clause 9.08, Section Two, paragraph (a) by adding the words “per calendar year” at the end of the sentence. Temporary Full-Time Employees can accrue up to six (6) days of sick leave per calendar year but the Agreement does not specify “per calendar year”.
- (n) Update Clause 9.08, Section Four, paragraph (b) by replacing “orage 65” with “or age 65”.
- (o) Update Clause 9.08, Section Five by deleting paragraph (e), as the accumulated sick leave plan no longer exists, and renumbering the balance of the clause.
- (p) Update Clause 3.09(a) to add Family Day to the list of Statutory Holidays between New Year’s Day and Good Friday.
- (q) Update Schedule “A” by:
 - (i) adding the following classifications that have been established since the last round of bargaining:
Bi-weekly Salaries
 - Building Operations Superintendent Electrical Specialty (G600)
 - Coating Applicator Foreman (G700)
 - Construction Dispatch Office Foreman (G697)
 - Equipment Operator I (G687)
 - Equipment Operator II (G688)
 - Equipment Operator III (G689)
 - Housing Dispatcher (G422)
 - Housing Technician (G603)
 - Inspector I (G713)
 - Inspector II (G714)
 - Inspector III (G721)
 - Inspector IV (G722)
 - Inspector V (G723)
 - Park Asset Management Technologist (G400)

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- Park Assistant II (G752)
- Park Capital Works & Construction Coordinator (G401)
- Park Ranger (G573)
- Park Operations Technician (G754)
- Senior Equipment Operator (G690)
- Senior Surveyor (G712)
- Senior Truck Driver (G659)
- Survey Assistant I (G709)
- Survey Assistant II (G710)
- Surveyor (G711)
- Truck Driver I (G656)
- Truck Driver II (G657)
- Truck Driver III (G658)
- Water Treatment Operations Technical Coordinator (G757)

Hourly Salaries

- Coating Applicator I (G698)
- Coating Applicator II (G699)
- Tradesman I – Carpenter (G778)
- Tradesman II – Carpenter (G779)
- Tradesman II – Carpenter – TQ (G780)

- (ii) deleting the following classifications that have been abolished or revised since the last round of bargaining:

Bi-weekly Salaries

- Chlorine Truck Driver (G530)
- Senior Survey/Inspection Technician (G620)
- Survey Inspection Coordinator (G621)
- Survey Inspection Technician I (G616)
- Survey Inspection Technician II (G617)
- Survey Inspection Technician III (G618)
- Survey Inspection Technician IV (G619)
- Survey Inspection Technician Trainee (G622)
- Truck Driver V (G534)

Hourly Salaries

- Crane Operator*****
- Crane & Shovel Operator/Serviceman (G696)
- Driver Dump Truck with Hydraulic Crane
- Driver Tandem with Hydraulic Crane (G654)
- Hot Enamel Applicator I***** (G676)
- Hot Enamel Applicator II***** (G677)
- Hot Enamel Passer***** (G669)



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- Hot Enamel Potman II**** (G679)
- Relief Truck Driver**** (G655)
- Rodman – Grade A (G736)
- Rodman – Grade B (G735)
- Rubber Tired Backhoe Operator (G691)
- Shovel Operator
- Tandem Truck Driver (G653)
- Truck Driver (G650)

- (iii) amending the following classifications that have been retitled since the last round of bargaining in addition to the ****:

Biweekly Salaries

- Civil Maintenance Assistant is re-titled to Civil Maintenance Assistant Foreman (G751)
- Assistant Equipment Operator is re-titled to Combo Truck Assistant (G560)
- Equipment Operator is re-titled to Combo Truck Driver (G588)
- Truck Driver I is re-titled to Truck Driver/Storekeeper I (G531)

- (iv) deleting the following classifications that were re-evaluated and not identified under the ***:

Biweekly Salaries

- Control Room Operator I (G446)
- Control Room Operator II (G447)
- Control Room Operator III (G448)
- Area Operator – Sewers (G459)
- Maintenance Mechanic V*** (G527)
- Sewage & Drainage Worker I (G553)
- Sewage & Drainage Worker II (G554)
- Water System Worker I (G550)

Hourly Salaries

- Steel Worker – Grade A*** (G668)
- Steel Worker – Grade B*** (G666)

- (v) adding the following Apprenticeships:

Biweekly Salaries

- Electrician – Apprentice (G452A)
- Garage Mechanic – Apprentice (G561A)
- Instrument Mechanic – Apprentice (G760A)
- Millwright – Apprentice (G524A)
- Welder – Apprentice (G766A)

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- Steamfitter/Pipefitter Apprentice (G615A)

Hourly Salaries

- Carpenter – Apprentice (G777A)

(vi) adding a double asterisk (**) to the following classifications:

- Flow Monitoring Technologist I** (G429)
- Flow Monitoring Technologist II** (G430)

23. Drafting of New Collective Agreement

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

24. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

