

2020

MEMORANDUM OF AGREEMENT

between the

METRO VANCOUVER REGIONAL DISTRICT

and the

GREATER VANCOUVER REGIONAL DISTRICT EMPLOYEES' UNION

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE METRO VANCOUVER REGIONAL DISTRICT (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE METRO VANCOUVER REGIONAL DISTRICT BOARD;
AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2021 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2016-2019 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for two (2) years from 2020 January 01 to 2021 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Wage Increases**

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

- (a) Effective 2020 January 01, all hourly rates of pay that were in effect on 2019 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2021 January 01, all hourly rates of pay that were in effect on 2020 December 31st shall be increased by two percent (2.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. **Clause 11.01 Effective Period of Agreement**

The Employer and the Union agree that the third paragraph of Clause 11.01 shall not apply with respect to any agreement reached between the City of Vancouver and CUPE Local 1004 covering the term of the Collective Agreement reached through this Memorandum of Agreement. That is, the Union will not have the option of applying a “wage settlement” as defined in Clause 11.01 reached by the City of Vancouver and CUPE Local 1004 for either of the years 2020 or 2021 to the Employer’s outside workforce.

5. **Letters of Understanding**

Effective the date of ratification of this Memorandum of Agreement, the Employer and Union agree to renew the following Letters of Understanding:

- (a) Letter of Understanding #1 – Seymour Capilano Filtration Plant (SCFP) Shift Schedule;
- (b) Letter of Understanding #2 – Shift Schedules – Annacis and Iona WWTP;
- (c) Letter of Understanding #3 – Reduced Time Employees;
- (d) Letter of Understanding #4 – Enrolment - Medical Services Plan of B.C; and
- (e) Letter of Understanding #5 – Forest Workers (Temporary Full-Time)

6. **Truck Driver/Storekeeper 1**

While not to be included in the Collective Agreement the following is agreed as the text of a letter between the parties for the duration of the Collective Agreement: “On a without prejudice basis, the Truck Driver/Storekeeper 1 will work Monday through Friday five (5) days of eight (8) hours daily between the hours of 6:00 a.m. and 3:30 p.m.”

7. **Employer Notice Letter**

The Employer agrees to withdraw its Notice Letter regarding Clause 9.11 Annual Vacation and Summary of Job Postings dated October 16, 2020 and the parties agree that this withdrawal is without prejudice to the positions of either party.

8. **Housekeeping**

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

- (a) amend Clause 9.13(a) to read as follows:

“(a) Length of Leave

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 father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take 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.

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) update Schedule “A”;
- (c) delete expired effective dates as mutually agreed to between the parties; and

- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

9. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

10. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than sixty (60) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this ____ day of _____, 2021.

BARGAINING REPRESENTATIVES ON BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF OF THE UNION:
