

2024

MEMORANDUM OF AGREEMENT

between the

DISTRICT OF WEST VANCOUVER
(hereinafter called the "Employer")

and the

AMALGAMATED TRANSIT UNION, LOCAL 134
(hereinafter called the "Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE AMALGAMATED TRANSIT UNION, LOCAL 134 (hereinafter called the "Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2024 APRIL 01 AND EXPIRING 2026 MARCH 31 (hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2022-2024 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 2024 April 01 to 2026 March 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 Increase(s)

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

- (a) Effective 2024 April 01, all hourly rates of pay that were in effect on 2024 March 31st shall be increased by the annualized average of BC CPI over twelve (12) months starting on March 31st, 2023, to a minimum of two percent (2.00%) and a maximum of three percent (3.00%).
- (b) Effective 2025 April 01, all hourly rates of pay that were in effect on 2025 March 31st shall be increased by two and one-half percent (2.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2025 April 01, a non-trade wage adjustment of 0.24% + \$0.25 per hour.

4. **A.6 Permanent Part-Time, Temporary and Casual Employees**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article A.6(c) and (e) to read as follows:

...

- “(c) (i) Permanent Part-time, Temporary or Casual Employees shall be paid the current wage scale.
- (ii) Except as shown in sub-section A.6 (c) (iv), after three (3) calendar months such employees shall be paid at the rate of one hundred and fourteen percent (114 %) of straight time rates to cover annual vacation, statutory holidays and all other benefits and will not be entitled to any welfare benefits. It being understood that prior to completion of three (3) calendar months such employees shall qualify for vacation pay and statutory holiday pay in accordance with the *Employment Standards Act*.
- (iii) For the purpose of this Section, “three (3) months’ continuous service” shall mean three (3) calendar months worked within a period not to exceed six (6) consecutive months.
- (iv) An employee, after working three (3) calendar months, qualifies for one hundred and fourteen percent (114 %) of an employee’s straight-time rate in lieu of benefit payment and provided they are rehired within a six (6) month period, they remain so qualified.
- (e) Permanent Part-time, Temporary or Casual Employees who become Permanent prior to the completion of six (6) calendar months’ service shall continue to receive one hundred and fourteen percent (114 %) of their pay in lieu of benefits until the first day of the month following the completion

of six (6) calendar months of service. At that time, the employee shall become eligible for benefits provided by this Agreement.”

5. A.8 Working Days, Hours and Shifts

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new (c) to A.8 Working Days, Hours and Shifts to read as follows:

“(c) When the Employer requires employees to complete a specific online training course outside their normal working hours, they shall be paid at two hundred percent (200%) for the reasonable time allocated by the Employer to take the training. Payment will be made following completion of all modules of the training course. The window to complete such training will be at least ninety (90) days.”

6. A.16 Extended Health Benefits

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend A.16 Extended Health Benefits as follows:

- “(b) Additional benefits included in the Extended Health Plan are: Massage and Physiotherapy to a combined yearly maximum of eight hundred dollars (\$800.00), Chiropractor and Naturopath to a combined yearly maximum of six hundred dollars (\$600.00), Acupuncture yearly maximum of two hundred dollars (\$200), Psychological services yearly maximum of fifteen hundred dollars (\$1,500), Orthotics coverage (three hundred dollars (\$300.00) per five (5) year period – doctor’s note required), Hearing Aid Coverage of one thousand dollars (\$1,000) per year per five (5) year period. There shall be a maximum of twelve dollars (\$12.00) of dispensing fee coverage for each prescription filled. All benefits are subject to the terms of the Extended Health Plan.
- (d) Premiums for the BC Medical Plan and the Extended Health Benefit Plan are paid 100% by the employer.”

7. A.17 Dental Plan

As soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend A.16 (c) Extended Health Benefits as follows:

- (c) Premiums required to provide this benefit shall be paid 100% by the employer.

8. A.18 Sick Leave and Gratuity Plan

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree that the Gratuity Plan currently in effect will not apply to any employees hired following the date of ratification.

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete A.18 (e), (f) (g) and (h), and replace with the following:

- (e) Employees who have twelve (12) days or more Sick Leave banked are entitled to use Sick Leave days for family illness or injury as outlined herein. Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness or injury, an Employee will be entitled to use up to five (5) Sick Leave days with pay per calendar year. The utilization of Family Illness/Injury Leave will not impact the provisions outlined in Section A.18(g).
- (f) Employees may be required to provide a medical note from their doctor that sets out the reason for the absence as proof that the Employee is entitled to Sick Leave or Family Sick Leave under this section.
- (g) Where an employee is absent from work for reason of sickness or injury for three (3) consecutive or eight (8) days cumulative in any twelve (12) month period, the employee shall, if requested, submit a medical note from their doctor substantiating their medical absence for a specified period of time.

The employer may require a medical certificate:

- for eight (8) or more cumulative days in any twelve (12) month period where the employee's sick leave usage is above the Transit Department average;
- a pattern is identified;
- the Employee has been on an extended medical leave of absence;
- the District requires medical confirmation that the Employee is fit to perform safety-sensitive or safety-critical work;
- the Employee has requested a workplace accommodation; or

- other circumstances in which more detailed medical information is required to meet the Employer’s legal duties.

A “medical certificate” is a form provided by the District containing questions posed by the District for the Employee’s physician or a specialist (if applicable) to complete and return to the District. The Union will be notified prior to the employer requesting such medical certificate. The cost of such medical certificate is paid by the District.

- (h) (i) Employees will accrue seniority while absent on sick leave.
- (ii) “Outside work” is defined as work outside of the ATU Bargaining Unit. In addition, outside work will only be approved when the employee is not in receipt of sick pay, for example, when sick credits are exhausted.

9. A.27 Legal Costs

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend A.27 Legal Costs to read as follows:

“Section A.27 Employee Indemnity and Legal Representation

- (a) If an employee is charged with a traffic violation and/or is charged for criminal offence or assault as a result of carrying out operating procedures required by the Employer and is found not guilty as charged or not guilty of a reduced charge related to the same incident, the Employer will reimburse the employee for all reasonable legal costs and loss of pay. The employee must notify the Employer by submitting the prescribed form within thirty (30) days of the initiation of any litigation in order to be considered for reimbursement under this Article.
- (b) Employee Indemnity

The Employer shall only indemnify and hold harmless employee(s) from any civil actions, civil claims, and any damages, costs, and expenses in connection with such civil actions or claims arising as a direct result of acts performed, in good faith by the employee(s), in the normal course of their employment with the Employer, provided however that the employee(s) shall not be indemnified for:

- i. punitive or aggravated damages;
- ii. the cost of legal representation arising from grievances under the collective agreement;

- iii. acts or omissions which did not arise in the normal course of their employment with the Employer;
- iv. acts or omissions which amount to willful neglect, gross dereliction of duty, dishonesty,
- v. deliberate breach of Employer policy or procedure that the employee(s) had been previously made aware of,
- vi. willful violation of a lawful order, gross negligence;
- vii. any legal costs which are not covered.

(c) Legal Representation

In situations covered by the indemnity set out in (a) above, the Employer shall be responsible for all costs associated with the defense of any employee(s) in the following manner:

1. Employee(s) shall be entitled to legal services and advice from a solicitor selected and appointed at the sole discretion of the Employer and, subject to the terms set out in this Clause, all reasonable legal costs incurred shall be borne by the Employer from the date an application is made by any affected employee(s) in accordance with the sub-clauses below,
2. Any employee(s) who intend to apply for legal services and advice pursuant to this Clause must notify the Employer, in writing, within three (3) working days of receiving formal notification of a civil action. Failure to comply with this time limitation may result in the employee(s) being denied the right of legal representation at the expense of the Employer.
3. The Employer shall have full and complete authority in the conduct of any action including the right to settle the claim of the plaintiff, at any time in the manner deemed appropriate by the Employer. The Employer shall not be responsible for any legal costs incurred by any employee(s) in breach of this Sub-Clause.
4. The Employer shall be under no obligation to appeal any legal decision, and shall not be responsible for the costs of any appeal initiated by any employee(s).
5. Where, in any action arising out of, or from the same or directly related incident, and there are two or more employees named as defendants, the Employer may limit the right to legal representation by requiring that one solicitor be retained to represent the interests of all those employees.
6. If the Employer is also named as a defendant in any civil action, the Employer may limit the right to legal representation by requiring that

one solicitor be retained to represent the interests of the Employer and all the affected employee(s).

7. If, at any time in the course of defending any action, a bona fide conflict of interest exists, as between the interests of the employee(s) and the Employer, or as between the interests of two or more employee(s), the Employer shall have the right to terminate its obligation to provide legal representation to any of the employee(s) where such conflict of interest exists by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) notified of the conflict of interest.
8. If, at any time, the Employer has reasonable grounds to believe that:
 - i. the employee(s)' acts or omissions were not in the course of normal employment; or
 - ii. the employee(s) acted in bad faith; or
 - iii. the employee(s)' acts or omissions amounted to willful neglect, gross dereliction of duty, dishonesty, deliberate breach of company policy or procedure that the employee(s) had been previously made aware of, willful violation of a lawful order, or gross negligence;

the Employer shall have the right to terminate its obligation to provide legal representation to the employee(s) by serving seven (7) working days written notice to the Union and the affected employee(s). The Employer will not seek recovery of any costs incurred by them prior to any employee(s) receiving such notifications. Nothing in this Clause shall be interpreted as limiting the Employer's right to discipline any employee(s) under the terms and conditions of the Collective Agreement."

10. A.32 Grievance Procedure

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend A.32 (b)(iv) and (c) to read as follows:

"B. Fast Track Procedure

- (iv) In the event of an employee's dismissal, the procedure may commence at Step Two by mutual agreement.

C. Union and Municipal Grievances

- (i) In the event there is a Union grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Three and shall be governed by the time restraints contained therein and shall further be governed by the ten (10) working day reporting time restraint detailed in Step one."

11. A.36 Memorandums of Agreement and Letters of Understanding

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to only renew the Letters of Agreement and Letters of Understanding as listed in A.36, with the exception of Schedule "G" – Letter of Understanding – Benefits Committee, which will be deleted from the list and replaced with Letter of Understanding #1291246 (Section D. Community Bus Operations, signed September 13, 2017) as Schedule "G" and Memorandum of Agreement #3765693 (Community Bus Operator, signed June 5, 2018), which will be included as Schedule "I".

12. A.39 (NEW) First Aid Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a new Article A.39 First Aid Premiums to read as follows:

"First Aid premiums shall be established and paid to designated holders of WorkSafeBC approved First Aid Certificates as follows:

Level 3	One dollar and fifty cents (\$1.50) per hour
Level 2	One dollar and twenty-five cents (\$1.25) per hour
Level 1	No premium"

13. B.3 Duty Time

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend B.3 Duty Time (b) and (c) and (k) to read as follows:

- "(b) Regularly scheduled shifts may be up to eight (8) hours and 15 minutes, or longer if mutually agreed by the Sheet Committee. Should an operator be regularly scheduled to work shifts beyond eight (8) hours, any additional time will be compensated at a rate of time and half regular pay. Double time shall be paid for all work time over ten (10) hours.
- (c) Shift differential of one dollar and thirty-five cents (\$1.35) per hour shall be paid to Operators working after 20:00 hours. The shift differential shall

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be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime hours attached to the shift. Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.”

- (k) Premium pay on Christmas Day shall be paid at two times (2) the employee’s regular rate of pay for all hours worked. If a statutory holiday falls on a Sunday, the employee shall be paid at two hundred percent (200%). New Year’s Eve shall be paid at one and one-half times (1½) the employee’s regular rate of pay for all hours worked between 1700 hours and the end of the service day.”

14. B.3 Duty Time

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to include a new provision B.3(l) to read as follows:

Effective December 2024 signup, subject to space/vehicle limitations and other site-specific considerations, a minimum of five (5) minutes of recovery will be allocated at the end of each trip.

The Parties agree that recovery that includes a rest for Operators is an important part of the schedule.

Each trip will have scheduled recovery time. A trip does not include segments of trips or deadheads (i.e., from the Depot to Park Royal). Effective the December 2024 sheet, Operators will be entitled to minimum amount of actual recovery of 50 minutes.

Every effort will be made to ensure that the recovery time is distributed evenly, considering rush hour peaks.

An Operator who is not able to take the minutes of actual recovery set out above over the course of the shift may file an overtime claim and be paid at 200% for lost minutes up to the associated guarantee. To determine the correct amount on any given day for calculating the claim, the Company shall use GPS (or other data) and shall provide this to the Union representative upon request. If it can be shown that the actual time did not provide for the minimum guarantee (or portion thereof) the overtime claim shall be automatically paid unless there was an incident that occurred outside of the Company’s ability to plan when building the schedule, in which case this guarantee does not apply. Traffic and congestion are considered to be within the Municipality’s ability to plan.

15. B.4 Rate of Pay for Work on Days Off

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend B.4 Rate of Pay for Work on Days Off to read as follows:

“Employees called out on their days off shall be paid two hundred percent (200%) of the straight rates per hour for all work done with a minimum of four (4) hours. All regular and Spareboard Operators shall have preference for any and all driving work exclusive of regular shifts.”

16. B.5 Split Shifts

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend B.5 to read as follows:

- “(a) Any regular Full-time duties with a layover of two (2) hours or more shall constitute a split shift. A split shift shall be made of two (2) sections only with a minimum of two (2) hours in any one section, and the total elapsed time shall not exceed twelve (12) hours.
- (b) The Municipality agrees to hold the number of split shifts posted to a minimum, subject to the following conditions:
 - (i) No split shifts scheduled on Sunday or statutory holidays.
 - (ii) No split shifts on duties finishing after 20:15.
 - (iii) Subject to sub-section B.5 (b) (i) and notwithstanding A.10 (a) (i), Easter Monday shifts shall be paid at time and one half (1½) up to and including ten (10) hours of spread or actual work carried out and double time thereafter.
- (c) The Municipality and the Union shall endeavour to reduce the number of split shifts further.”

17. Sunday & Statutory Holidays

The parties will enter into a Letter of Understanding for a pilot program that will end on March 31, 2026, unless extended by mutual agreement, with the following terms:

- (a) Effective the December 2024 sign up, on Sundays and statutory holidays, conventional bus operators will not be scheduled with a break greater than 30 minutes in total.
- (b) Effective April 1, 2024, conventional bus operators scheduled for a split shift under B.5 will receive a Split Shift premium of \$1.00 per hour for all hours worked on that date.

18. B.6 Spareboard Rules:

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete B.6 (f) Telephones.

19. C.1 Working Days, Hours and Shifts

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend C.1 (a) and (f) to read as follows:

- (a) “Working shifts for Maintenance employees shall be scheduled between 0430 hours and 0215 hours Monday to Saturday and shall include, during weekdays and Saturdays, a thirty (30) minute meal break per shift and a ten (10) minute paid rest break during each half of a shift. For shifts commencing at or after 1600 hours the half (½) hour meal break shall be paid, however for day shifts the meal break shall be unpaid.
- (f) A work week for Mechanics, Chargehands and Electronic Technicians consists of (4) four consecutive working days followed by (3) three days off.

Such a schedule is intended to result in:

- no loss of productivity; and
- no additional cost to the Employer.

More specifically in terms of days to be clarified as follows:

Such schedule will include recognition that mechanics may bank a maximum of fifty (50) hours of their statutory holiday hours per calendar

year. All statutory holiday hours earned in excess of fifty (50) hours per calendar year shall be paid out during the pay period in which they are earned, e.g., any conversions such as statutory holidays will remain as paid on the basis of eight (8) hour days. Statutory holiday banks for mechanics shall be replenishable to a maximum of fifty (50) hours per calendar year.

Where a mechanic cannot take the statutory holiday off on that day, they can request time off in lieu within three months of the statutory holiday, which approval will not be unreasonably denied.

With respect to the alternate work week arrangement, notwithstanding the generality of the foregoing the conversion of the benefit shall result in no greater or no lesser benefit to mechanics than they would have had under a five (5) day week eight (8) hour setup. For example, for mechanics, in Article A.18(a)(i), accumulation will be on the basis of twelve (12) hours per month (maximum one hundred and forty-four (144) hours per calendar year), cumulative to a maximum of two thousand (2000) hours.”

20. C.3 Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend C.3(a) to read as follows:

“(a) Hours worked in excess of an employee's normal daily work shift shall be compensated for at time and one half the employee's regular rate of pay for such time over eight (8) hours and double time the employee's regular rate of pay for all time worked over ten (10) hours.

For Mechanics on a four (4) on/three (3) off shift as per Article C.1(f), overtime rules will apply after the ten (10) hour shift at time and one-half (1½) the employee’s regular rate of pay for time over ten (10) hours, and double time (2) the employee’s regular rate of pay for all time worked over ten (10) hours.”

21. C.10 Tool Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend C.10 to read as follows:

“As a condition of employment Mechanics only are required to provide an adequate tool kit as per the tool list posted in the Maintenance area and as amended by agreement by the parties from time to time. In return the Mechanics will receive a Tool Allowance of one dollar (\$1.00) per hour for hours worked

(includes regular and overtime hours only). The Tool Allowance will be paid on the employee's bi-weekly payroll cheques.

22. D.5 Paid Hours and Premiums

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend D.5 (b) to read as follows:

“(b) Time beyond eight (8) hours in a day paid at one hundred and fifty percent (150%) of straight time, two hundred percent (200%) beyond ten (10) hours worked.”

23. D.8 Duty Time

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend D.8 (b) and (e) to read as follows:

“(b) Inspection – Except as provided below, Operators who take a Community Bus into service will be provided seven (7) minutes for Pre-Trip inspection. Operators returning a Community Bus from service will be provided five (5) minutes Post-Inspection for a total of twelve (12) minutes.

(e) Shift differential of one dollar and thirty-five cents (\$1.35) per hour shall be paid to Community Shuttle Operators working after 2000 hours. The shift differential shall be paid for the regular hours of the shift and include the shift hours worked by replacement personnel but will not be paid to overtime hours attached to the shift. Shift differential premium shall be included as “normally earned” pay for vacation pay purposes.”

24. Housekeeping

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

- (a) change “unmanned” to “unstaffed” in Section C.2(b)(ii);
- (b) update Schedule “A” as required;
- (c) delete expired effective dates;
- (d) any changes mutually agreed to between the parties during the drafting of the New Collective Agreement.

25. 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.

26. LTD Plan

Although not to be included in the Collective Agreement, the Employer and Union agree to meet within 120 days of the ratification of the Memorandum of Agreement for the purpose of improving the case management of Long-term Disability claims and exploring plan design to reduce premiums (including modifying eligibility criteria).

27. 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 this Memorandum of Agreement is signed.

DATED this 6th day of May, 2024 in the city of Vancouver.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

“Eva Glickman”

“Peter Coles”

“Dan Henegar”

“Vika Bhimji”

BARGAINING REPRESENTATIVES ON
BEHALF OF THE UNION:

“Cornel Neagu”

“Arturo Buban”
