

OCTOBER 20, 2021

2021

MEMORANDUM OF AGREEMENT

between the

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

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION
(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION (hereinafter "the Association") AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2021 JANUARY 01 AND EXPIRING 2022 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2017 – 2020 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be effective for two (2) years from 2021 January 01 to 2022 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. Wage Increase

The Municipality and the Association agree that the new Collective Agreement shall reflect wage adjustments as follows:

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- (a) Effective 2021 January 01, all hourly rates of pay which were in effect on 2020 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2022 January 01, all hourly rates of pay which were in effect on 2021 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 8.02 – Extended Health Benefit**

While not to be included in the new Collective Agreement and effective the first of the month following the date of ratification of the Memorandum of Agreement, the Municipality shall instruct the benefits carrier to amend the Extended Health Benefit plan to increase coverage for psychological services from \$500 to \$1000 per annum.

5. **Article 9.03 Pregnancy and Parental Leave**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Article 9.03(a) to read as follows:

“(a) Length of Leave

(i) *Birth Parent:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to sixty-one (61) consecutive weeks of Parental Leave, all without pay.

Pregnancy Leave can begin up to thirteen (13) weeks before the expected birth date. Parental Leave must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to sixty-two (62) weeks of Parental Leave, taken within seventy-eight (78) weeks of the birth of a child, and cannot be parceled into separate periods.

(ii) *Non-Birth Parent and Adoptive Parent:*

An Employee who is not entitled to pregnancy leave and is the non-birth or adoptive parent 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 the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

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(iii) *Extensions – Special Circumstances:*

An Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks' leave without pay beginning immediately after the end of the Parental Leave.

(iv) The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave, shall be seventy-eight (78) weeks (including a waiting period). Please refer to Employment Insurance Pregnancy, Parental and Sickness Benefits for more details."

6. **Article 9.04 Adoption Leave**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Article 9.04 Adoption Leave to read as follows:

- "(a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 9.03(a)(ii), (b)(vi), (c), (e), and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is sixty-two (62) weeks.
- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period."

7. **Article 9.06 Employment Insurance Compassionate Care Leave**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Article 9.06 to read as follows:

"Employees who meet the criteria of the Employment Insurance Compassionate Care Benefits program – family member is gravely ill with a significant risk of death within twenty-six (26) weeks and employee wishes to provide care to that individual – may request a leave of absence without pay for the twenty-six (26) week period they are receiving EICC benefits through Employment Insurance (including the

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waiting period). For an EICC leave, Employees are not expected to use vacation entitlements before being granted the unpaid leave. Such leave requests will not be unreasonably denied.

Once EICC leave has concluded, if Employees require additional time to care for the same family member, they may request additional time off to be covered by either earned banks or leave without pay. Such leave requests will not be unreasonably denied."

8. **Article 9.07 Domestic or Sexual Violence Leave**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to add Article 9.07 Domestic or Sexual Violence Leave to read as follows:

"An Employee shall be entitled to domestic or sexual violence leave in accordance with the Employment Standards Act."

9. **Schedule "A" – Pay Grade Salaries**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Schedule "A" as follows:

- Pay Grade 910 will be deleted.

10. **Schedule "B" Alphabetical Listing of Inside Classifications and Their Pay Grades**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Schedule "B" to be consistent with current class specifications and pay grades.

11. **Schedule "C" Outside Employees on Hourly Rates**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend Schedule "C" to remove class specifications no longer in use.

12. **Appendix 7 LOU Re: Flexible Working Arrangements – Community & Cultural Services**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend the Letter of Understanding in Appendix 7 by adding the classifications of Assistant Program Coordinator, Gymnastics Program Assistant Coordinator, Gallery Assistant and Administrative Supervisor under the second paragraph of the LOU, and removal of the paragraph referencing the one (1) year trial period.

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13. **Appendix 10 LOU Re: Intern/Mentoring – Lifeguard/Instructor I**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to amend the Letter of Understanding in Appendix 10 by increasing the number of recruited incumbents in item 5, from 10 to 15 per season.

14. **Appendix 20 LOU Re: Change Room Host/Facility Attendant**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to delete the Letter of Understanding in Appendix 20. The remaining appendices will be renumbered accordingly.

15. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Municipality and the Association agree to make the following amendments:

- (a) Class specification titles will be made gender neutral (e.g. "Foreman" will become "Foreperson");
- (b) Schedule "E" – Regular and Supplementary Vacation will be updated;
- (c) Letters of Understanding appended to the Collective Agreement will be re-signed;
- (d) Expired effective dates will be deleted; and
- (e) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

16. **Drafting of New Collective Agreement**

The Municipality and the Association agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement or on the start of the pay period following the date of ratification, 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.

17. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations

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not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

Dated this 20th day of October 2021 in the District of West Vancouver.

BARGAINING REPRESENTATIVES FOR THE MUNICIPALITY:

[Signature]
[Signature]
[Signature]
[Signature]

BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:

Alejandra Johnson AJohnson
Kevin Brash [Signature]
NIGEL TRIDICO [Signature]
Lionel de Jesus [Signature]
Catalin Fata [Signature]