



MEMORANDUM OF AGREEMENT

CITY OF VANCOUVER

&

LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(Electrical Operations Branch)

The Employer and Union bargaining committees have agreed to recommend ratification of the attached terms to their respective principals. If ratified by the Employer and Union, these terms form the basis of an agreement to renew the 2007-2011 collective agreement.

Signed this 18th day of July, 2013.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Kevin Jeske,
City of Vancouver

Scott Ashton,
IBEW

Murray Wightman

Todd Page

Kevin Clark

Cal Anderson

Ron Eenkooren

Les Brown

Justin Hall



- A. All proposals not specifically addressed herein shall be withdrawn by the Union and the Employer.
- B. All existing clauses not specifically amended herein shall be included in a renewal agreement.
- C. All existing Letters of Understanding that are not specifically amended herein will be renewed for the term of the collective agreement.
- D. Callout or Emergency Pay - Article 8**

Employees shall be responsible for the manner in which they report to a callout, and that Employer have no obligation to supply or pay such transportation. Amend Article 8 as follows:

8. Callout or Emergency Pay

- (a) An employee called out to work at any time other than overtime pre-scheduled prior to the end of the employee's regular previous shift shall be paid double time without exception for the time actually worked plus 1 (one) hour's allowance for travelling to and from home, with a minimum of 3 hours' pay X 2. If additional calls are made upon the employee prior to the expiry of the 3 hour period or prior to the employee's arrival home, whichever last occurs, such additional calls shall not attract an additional 3 hours minimum, but the employee shall be paid for the time actually worked plus an additional 1 (one) hour's allowance for travelling to and from home. If 2 separate callouts are completed within a 3 hour period, the minimum payment shall be 4 hours X 2. ~~If the public transportation system is not in operation at the time of callout, the Employer will supply transportation.~~

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- (f) Callout Staffing
Subject to Schedule "E":
 - (i) The Employer shall maintain a callout list of employees wishing to be available for callouts.
 - (ii) If a callout is required, the employer shall call qualified employees on the callout list in batting order rotation. If there are no volunteers, the Employer shall assign the work to the most junior qualified employee.
 - (iii) Notwithstanding clause 8(f)(ii), in an emergency situation, the Employer may assign the work to the employee(s) based on operational needs. The Employer shall notify the Union after invoking this clause.



- (iv) The Employer shall be entitled to rely on the latest contact information provided by the employee

E. Vacation and Public Holidays - Article 9

Clause 9.2(a):

- Add Family Day to the list of Public Holidays, effective 2014
- No change to pay in lieu calculations

F. Employee Benefits - Article 10

Group Life Insurance

Incorporate existing agreement between the parties (LOA, December 1, 2008, *Elimination of Mandatory Retirement and Benefit Coverage*) defining that the eligibility threshold for Life Insurance is up to, but not including the age of 70. Amend Article 10.4 as follows:

10.4 Group Life Insurance

(a) The Group Life Insurance coverage for all Regular Full-Time Employees shall be calculated on the basis of \$1,500 for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. The average total premium for such insurance shall be paid 75% by the Employer and 25% by the employee to the date of the employee's retirement, or to the day before the employee reaches age seventy (70), whichever occurs first. The employee shall be entitled on retirement on pension to a reduced insurance coverage of \$1,000.00, the cost of which shall be paid 75% by the Employer and 25% by all those employees covered by the Group Life Insurance Plan who have not retired.

(b) Optional Group Life

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The An employee electing such coverage shall pay one hundred percent (100%) of the premiums for the optional coverage and such coverage will not be extended beyond the age of 69.



Gratuity Plan

Amend Article 10.5(b)(4) as follows:

(4) Gratuity Leave

(a) An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT: An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

~~(a) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.~~

~~(b) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.~~

~~(c)~~ (b) An employee, who takes gratuity leave hereunder and terminates their employment for any reason prior to the completion of ten (10) years' continuous service shall repay the Employer the number of days' gratuity leave so taken.

Gratuity Experiment

Continue Gratuity Plan experiment and change the dates to match the term of the renewed collective agreement.

Supplementary Employment Insurance Benefits

Replace existing Article 10.9, Supplementary Employment Insurance Benefits in its entirety with the following provisions:

10.9 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) 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.

(2) 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 thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) 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 fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

(1) 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.

(2) 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.)

(3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.



- (4) 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.
- (5) 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.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the 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 their 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

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), 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)(5) 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

- (1) 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.



(2) 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 provisions of the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits (SEIB)

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. See Clause 10.10(b) for application to Temporary Full-Time Employees.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described



above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

Court Attendance and Jury Duty - Article 10

Insert New Clause 10.11 as follows:

10.11 Court Attendance and Jury Duty

(a) Jury Duty and Witness Fees

Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Director of Finance.

(b) Expenses Incurred

The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

G. Working Conditions - Article 11

Amend Article 11.8 as follows:

11.8 Posting Vacancies

~~When a vacancy exists for a Regular Full-Time position, the Employer shall, for a period of seven (7) calendar days, post notice of the vacancy at work sites within the Electrical Division and in the Human Resources Department and shall coincidentally provide the Union with a copy of the notice.~~

The Employer agrees that, before permanently filling any vacancy, notice of such vacancy shall be posted for 7 days in such conspicuous manner as may be designated by the General Manager, Human Resources.

The Union will be provided with forty-eight (48) hours' notice of all employment opportunities.

The final decision for making any appointments rests with the Employer.



H. Schedule H - Special Leave of Absence - Scheduling Criteria

Amend Schedule "H" as follows:

Commencing with the schedule for 2005, the following criteria shall apply to the scheduling of the seventeen (17) days" Special Leave of Absence provided in Clause 9.3. The balance of Clause 9.3 shall continue to apply.

1. The Employer will identify ~~five (5)~~ three (3) days each year for each employee that must be included in their special leave of absence request. The ~~five (5)~~ three (3) days will be selected to bridge public holidays to regular days off, to create long weekends and to allow for reduced staffing levels at Christmas.
2. The remaining ~~twelve (12)~~ fourteen (14) days shall be requested by the employees provided that they may not be scheduled during the period of June 1st to September 30th, both dates inclusive. No more than thirty-three percent (33%) of the employees in each work section shall be permitted to be absent on special leave of absence and/or vacation at any time throughout the year except for the above June 1st to September 30th period where the percentage shall be twenty-five percent (25%).
3. The Employer will identify the ~~five (5)~~ three(3) days no later than October 1st annually for the following year. The employees shall submit their requests for special leave no later than November 15th annually. Employees may elect not to pre-schedule a maximum of five (5) of their remaining twelve (12) days and may request such days (individually or in blocks) throughout the year to be taken at a mutually acceptable time but before the end of the calendar year. The final schedule shall be approved by the Employer.

I. Schedule "G"

Amend Clause 1(b) by adding wording contained in Clause 1 of the Letter of Understanding "Shift Workers", dated February 25, 2008. New Clause 1(b) of Schedule "G" shall read:

Not more than fifteen (15) Regular Full-Time Employees shall be assigned to work shifts at any one time (this is a total of fifteen (15), not fifteen (15) per shift)). Temporary Employees who are working on shifts will not be counted as part of the fifteen (15). Once an employee achieves sufficient seniority to reach the 16th position, they will no longer be subject to shift work.

J. Housekeeping

Change "Director of Human Resources" to "General Manager, Human Resources" throughout the collective agreement.



K. TERM & REMUNERATION

Term

January 1, 2012 to December 31, 2015

- Except as specifically noted in this Agreement, all new and changed provisions take effect on the date of ratification.

General Wage Increases

- January 1, 2012 1.25%
- January 1, 2013 1.75%
- January 1, 2014 1.75%
- January 1, 2015 2.0%

Retroactive wage increases

All employees working during the term of this renewal agreement are eligible for retroactive wage increases, whether active on the date of ratification or not.

Public Holidays

- Effective 2014, add Family Day to holidays listed at Article 9.2(a).
- No change to pay in lieu calculations