



MEMORANDUM OF SETTLEMENT
Between
CITY OF VANCOUVER (The "Employer")
And

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES AND CANADA, LOCAL 118 (The "Union")

The parties hereby agree to recommend to their respective principals the attached package of documents as agreed in principle on 28/02, 2017 as a basis for new Collective Agreements to replace the Agreements expiring on December 31, 2015.

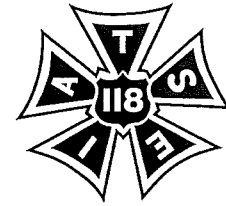
Signed on behalf of:

IATSE Local 118

[Redacted signature block for IATSE Local 118]

City of Vancouver

[Redacted signature block for City of Vancouver]



COMPREHENSIVE SETTLEMENT - FRAMEWORK DOCUMENT

CITY OF VANCOUVER - IATSE LOCAL 118

The Employers present the following Settlement Framework for the Union's consideration. If acceptable, it would form the basis of an agreement in principle for renewal of the Common Employer agreements. Language proposals are submitted on an E&OE basis and concept proposals are contingent on development of mutually agreeable language.

It is intended that all Union and Employer proposals not addressed in the framework for settlement would be withdrawn.

The content of this Framework is proposed as a package. Unless and until accepted by the Union, the Employer reserves the right to withdraw the Framework or specific proposals included herein.



Tabled by the Employer - On February 28, 2017 Without Prejudice - E.&O.E

1. Schedule "B" Clause 3 - Minimum Call
2. Schedule "B" Clause 4(d) Hours of Work and Overtime
3. Schedule "B" Clause 5. Public Holidays
4. Renewal of Schedule "E" - Hiring of Casual Employees
5. Clause 11(a)(ii) - Extended Health Care Plan (EHC)
6. Clause 11(d) - Life Insurance
7. Clause 11(e)A.(3), 11(e)(C) - Sick Leave, Gratuity Plan, Workers Compensation and Family Illness - Workers' Compensation and Sick Leave Payments
8. Clause 11(e)B - Sick Leave, Gratuity Plan, Workers Compensstion and Family Illness - Gratuity Plan
9. Clause 11(i) Maternity and Parental Leave
10. NEW Clause 11 (j) General Leave of Absence
11. Clause 26 NEW Human Rights
12. Clause 10.1 Vacation
13. Schedules "A" and "B" Term & Remuneration - General
14. INDEX
15. Delete expired effective dates and related transitional wording
16. Schedule "F" Orpheum Annex Letter
17. Logo on agreement (Housekeeping)
18. General Housekeeping



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1. Schedule “B” Clause 3 - Minimum Call

The Employer withdraws the previously tabled proposal on Minimum Call.

2. Schedule “B” Clause 4(d) Hours of Work and Overtime

The Employer withdraws the previously tabled proposal on Hours of Work and Overtime.

3. Schedule “B” Clause 5. Public Holidays

The Employer withdraws the previously tabled proposal on Public Holidays.

4. Renewal of Schedule “E” - Hiring of Casual Employees

Employee Statuses			
RFT	x	Casual	✓

The Employer proposes to renew this letter.

5. Clause 11(a)(ii) - Extended Health Care Plan (EHC)

Employee Statuses			
RFT	✓	Casual	x

The Employer proposes updated language:

11. Employee Benefits

It is hereby agreed that the following employee benefits will be continued for the term of this Agreement, namely:

(a) Medical Coverage ...

(ii) Extended Health Care Plan

~~Effective 2008 March 11,~~ All Regular Full-Time Employees effective the first day of the month following the date of hire, shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:



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- (1) Eye exams to a maximum payable of \$100.00 per person per twenty-four (24) month period;
- (2) Vision care to a maximum payable of \$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery;
- (3) Hearing aids to a maximum payable of \$700.00 per person in a five (5) calendar year period;
- (4) Orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) Debietic equipment and supplies, and ostomy supplies;
- (6) Clinical psychologist services (\$600.00 maximum payable per person in a calendar year);
- (7) Chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$600.00 per calendar year; podiatrist services to a maximum of \$350.00 per calendar year; and acupuncture treatments to a maximum of \$250.00 per calendar year;
- (8) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program;
- (9) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription; and,

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$100.00.

~~Effective 2013 May 15,~~ The Employer shall pay one hundred percent (100%) of the premium.



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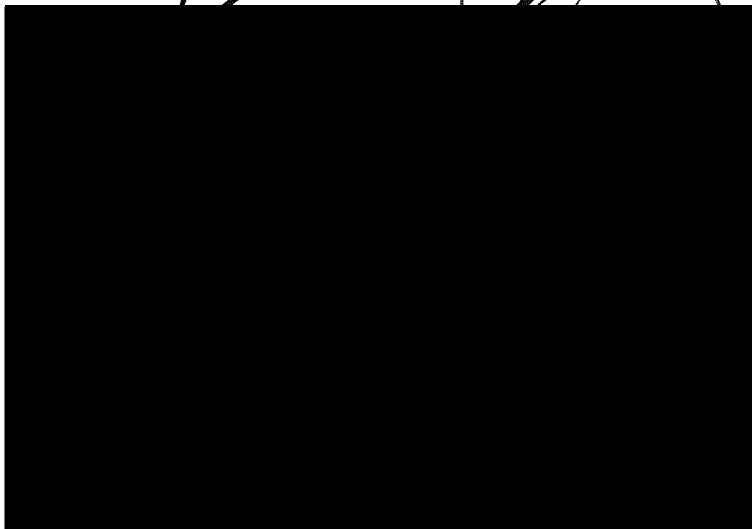
6. Clause 11(d) - Life Insurance

Employee Statuses			
RFT	✓	Casual	x

withdraws this proposal → see attached email
The Employer proposes to clarify life insurance continuance for employees retiring under 70. This is consistent with IBEW FOB language.

11.(d)(1) Group Life Insurance

- (a) ~~Effective 2008 March 11, eEffective the first day of the first full pay period worked following the date of hire, employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. Group Life Insurance will continue until the date of the employee's retirement or the day before the employee reaches the age seventy (70), whichever occurs first. Effective 2013 May 15, tThe Employer shall pay seventy-five percent (75%) of the premium and the active employees shall pay twenty-five percent (25%) of the premium.~~





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7. Clause 11(e)A.(3), 11(e)C) - Sick Leave, Gratuity Plan, Workers Compension and Family Illness - Workers' Compensation and Sick Leave Payments

Employee Statuses			
RFT	✓	Casual	x

The Employer proposes to re-organize and amend the third party liability language and renumber clauses as follows:

11(e)A.(3) Sick Leave Reimbursement

~~Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which the employee would have been entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount (attributed to wages) so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have been earned under the Gratuity Plan during the period of the disability but for such disability. This provision includes claims made to ICBC.~~

11(e)C. Workers' Compensation

- (1) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- (2) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee, subject to paragraph (3) below.
- (3) Employees in receipt of time loss compensation will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.



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(4) Employees receiving time loss compensation for a recurrence of an injury or ailment suffered prior to employment with the Employer or for a WCB claim arising out of employment with another employer shall not be covered by this provision. Such employees shall receive the WCB cheque only.

(5) Sick Leave Recovery

a) Where an employee is paid wages by the Employer while absent from employment by reason of any disability, other than one for which there is entitlement to receive Worker's Compensation benefits, and for which a third party may be responsible;

- (1) As a condition of benefit entitlement, an employee must sign a reimbursement agreement with the Employer within 21 calendar days from the date the request is received by the Employee.
- (2) The employee must immediately advise the third party of the City's subrogation rights and provide a copy of this Article to the third party.
- (3) The employee must submit, as part of any claim, a request for a sum in respect of all lost wages.
- (4) If the employee's claim in respect of lost wages is successful through a negotiated settlement or court award, the employee shall be obliged to reimburse the City the amount received from the third-party or the actual sick leave benefit received, whichever is lesser.

b) Upon full reimbursement to the Employer of all monies obliged under sub-clause (4) above, the Employer shall credit the employee with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.



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8. Clause 11(e)B - Sick Leave, Gratuity Plan, Workers Compensation and Family Illness - Gratuity Plan

The Employer withdraws the previously tabled proposal on Sick Leave, Gratuity Plan, Workers Compensation and Family Illness - Gratuity Plan.

9. Clause 11(i) Maternity and Parental Leave

Employee Statuses			
RFT	✓	Casual	x

The Employer proposes the following language.

11.(i) Maternity and Parental 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 parent of the child shall be entitled to both maternity and parental leave without pay.

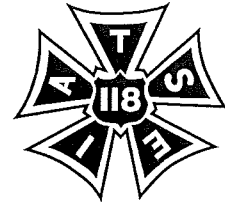
(2) Birth or Adoptive Parent

An employee who is the birth or adoptive parent 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 or parental leave by up to an additional six (6) consecutive weeks' leave without pay where:

- (a) A physician certifies the employee as unable to return to work for medical reasons related to the birth; or



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(b) 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.

(a) 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 in 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



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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, unless the employee makes arrangements to purchase service for the period of leave pursuant to the provisions of the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits (SEIB) - Birth Mothers

- (1) Birth mothers who are entitled to maternity leave as provided for in Clause 11(i) of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. The Employer shall provide SEIB information to eligible applicants who request maternity leave.



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- (2) Subject to the approval of the Employment Insurance Commission, birth parents ~~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, or as provided for in (2) above.
- (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. SEIB and is paid as follows:
 - ~~(a) for the first seventeensix (176) weeks of maternity leave, 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.~~

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10. Clause 11.(j) General Leave of Absence

Employee Statuses			
RFT	✓	Casual	x

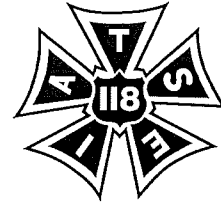
The Employer proposes the following language.

11.(j) General Leave of Absence

- (a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.
- (b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half (½).

(kj) Pension Buy-Back



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11. NEW Human Rights

Employee Statuses			
RFT	✓	Casual	✓

The Employer proposes adding language to address Human Rights. This is consistent with other agreements. The following list includes prohibitive grounds under the BC Human Rights Code.

Clause 26. Human Rights

The Employer and Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.



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12. Clause 10.1 Vacation

Employee Statuses			
RFT	✓	Casual	x

The Employer views this as a substantive change and proposes the following language in response to the Union's proposal.

10.1 Vacations

Paid annual vacation for all employees covered by this Agreement shall be allowed as follows:

- (a) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1 /12) of fifteen (15) working days for each month or portion of a month greater than one-half (½) worked by December 31st;
- (b) During the second up to and including the ~~nin~~seventh calendar year of service - fifteen (15) working days;
- (c) During the ~~tene~~ighth up to and including the ~~seven~~fifteenth calendar year of service - twenty (20) working days;
- (d) During the ~~eigh~~sixteenth up to and including the ~~twenty-fifth~~third calendar year of service - twenty-five (25) working days;
- (e) During the ~~twenty-six~~fourth and all subsequent calendar years of service - thirty (30) working days;
- (f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1 /12) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination...



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13. Schedules “A” and “B” Term & Remuneration - General

Employee Statuses			
RFT	✓	Casual	✓

The Employer proposes the term of the collective agreement extend for four years from January 1, 2016 to December 31, 2019.

- *Except as indicated below or as specifically noted as part of the agreement including this Memorandum of Agreement, all new and changed provisions take effect on the date of ratification.*

General Wage increases

- **January 1, 2016 1.5%**
- **January 1, 2017 1.5%**
- **January 1, 2018 2.0%**
- **January 1, 2019 2.0%**



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HOUSEKEEPING

The Employer proposes to make the following housekeeping changes:

14. INDEX

Employee Statuses			
RFT	✓	Casual	✓

The Employer proposed to include a reference table as part of the index identifying clauses applying to casuals.

15. Delete expired effective dates and related transitional wording

Employee Statuses			
RFT	✓	Casual	✓

Remove date references that don't distinguish compensation levels or other entitlements.

16. Schedule "F" - "Letter of Understanding - Terms of Employment in Annex"

Employee Statuses			
RFT	✓	Casual	✓

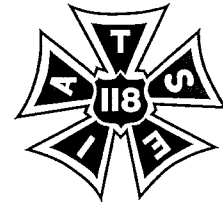
The LOU forms Schedule "F" of the collective agreement, which unless otherwise noted would require its negotiation out of the agreement.

The rates identified within the instant LOU will be adjusted to correspond to the instant agreement in the same proportion as the rates identified in the 2012-2015 LOU corresponded to the rates in the 2012-2015 agreement.

17. Addition of IATSE logo to collective agreement

Employee Statuses			
RFT	✓	Casual	✓

The Employer accepts the proposal to include a supplied IATSE 118 logo on the cover of the agreement with City of Vancouver logo appears.



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General Housekeeping

Employee Statuses			
RFT	✓	Casual	✓

Any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreements.

- Apply consistent language for "hours" vs. "hours'" throughout agreement.

(End of document)

Hoffart, Jodie

From: financial secretary [REDACTED]
Sent: Thursday, March 02, 2017 1:53 PM
To: Hoffart, Jodie
Cc: Labour Relations
Subject: RE: CB: IATSE: Group Life Language

Follow Up Flag: Follow up
Flag Status: Flagged

Confirming

Mike Phelan
Financial Secretary-Treasurer
IATSE 118
Mobile [REDACTED]
[REDACTED]
[REDACTED]
Canada
[REDACTED]

www.iatse118.com

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From: Hoffart, Jodie [REDACTED]
Sent: March-02-17 1:18 PM
To: Mike Phelan [REDACTED]
Cc: Labour Relations [REDACTED]
Subject: RE: CB: IATSE: Group Life Language

Hi Mike,

This is to confirm that as per our exchange, IATSE and the City agree that the MOS does not include any change to the Group Life Insurance Clause language from the prior collective agreement.

Could you confirm by email please?

Have a great day,

Jodie Hoffart

Labour Relations Consultant
Human Resource Services | City of Vancouver

Tel: [REDACTED] | Email: [REDACTED]

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From: Hoffart, Jodie
Sent: Tuesday, February 28, 2017 6:05 PM
To: Mike Phelan ([REDACTED])
Cc: Labour Relations
Subject: CB: IATSE: Group Life Language

Hi Mike,

Lovely as ever to see you today. As mentioned on the phone, we found an error that should be relatively easy to correct. It's in reference to the language regarding Group Life Insurance (on page 5 of the package).

The text we signed says:

11.(d)(1) Group Life Insurance

- (a) ~~Effective 2008 March 11, e~~Effective the first day of the first full pay period worked following the date of hire, employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. Group Life Insurance will continue until the date of the employee's retirement or the day before the employee reaches the age seventy (70), ~~which occurs first. Effective 2013 May 15, t~~The Employer shall pay seventy-five percent (75%) of the premium and the active employees shall pay twenty-five percent (25%) of the premium.

But the language in the agreement "*Group Life Insurance will continue until the employee attains age seventy (70)*" regarding the end of coverage and doesn't reference retirement (text included below for reference).

(1) Group Life Insurance

Effective 2008 March 11, all eligible employees effective the first day of the first full pay period worked following the date of hire, shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the eligible employees. The group life insurance policy includes, among other benefits, coverage for each of such eligible employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. Group Life Insurance will continue until the employee attains age seventy (70). Effective 2013 May 15, the Employer shall pay seventy-five percent (75%) and each employee shall pay twenty-five percent (25%) of the premiums for the group life insurance policy.

As I don't think either IATSE nor the City agreed to adopt new language, I don't expect that we would add retirement language that was not there previously based on the error. My understanding is that we would revert to the existing language in the second text. Does that seem reasonable given your understanding? We can correct the document if you like – I'm happy to meet to update the package language.

Apologies for the error - what are your thoughts?

Have a great day,

Jodie Hoffart

Labour Relations Consultant
Human Resource Services | City of Vancouver

Tel: [REDACTED] | Email: [REDACTED]

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