

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL 213

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER (hereinafter called “the Employer”), AGREE TO RECOMMEND TO THE NEW WESTMINSTER ELECTRICAL UTILITY COMMISSION AND THE CITY OF NEW WESTMINSTER COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213 (hereinafter called “the Union”), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 APRIL 01 AND EXPIRING 2025 MARCH 31 (hereinafter called the “new Collective Agreement”), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2022 April 01 to 2025 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

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

- (a) Effective 2022 April 01, all hourly rates of pay that were in effect on 2022 March 31st shall be increased by twenty-five cents (\$0.25) an hour then increase all wages by three point two four percent (3.24%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 April 01, all hourly rates of pay that were in effect on 2023 March 31st shall be increased by six and three quarter percent (6.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 April 01, all hourly rates of pay that were in effect on 2024 March 31st shall be increased by a minimum of two percent (2%) and a maximum of three percent (3%), subject to the *Cost of Living Adjustment. The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

***Cost of Living Adjustment**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out effective April 1, 2024, the "annualized average of BC CPI over twelve months" reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

4. Article 5.1 – Hours of Work

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.1 to read as follows:

“(a) The normal hours of work will be from 08:00 to 12:00 and from 12:30 to 16:00 Monday to Friday inclusive, on the basis of thirty-seven and one-half (37½) hours per week.

Where service to the customer, the efficiency of the work or climate/weather events require a need to adjust hours, an employee's hours of work may be temporarily varied between the hours of 6:00 to 18:00 provided the employee has been given a minimum of two (2) calendar days' notice. An employee may accept an adjustment to their hours of work with less than two (2) calendar days' notice by mutual agreement with their supervisor.

- (b) Time worked during an employee's lunch break will be paid as overtime in accordance with Article 6.4 only if the lunch break is not provided within one (1) hour immediately preceding or immediately after the scheduled lunch break.
- (c) Employees will not be required to work on Labour Day except to preserve life or property.”

5. Article 5.5 – Residence

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 5.5 Residence to read as follows:

- “(a) Every employee will as a condition of employment, reside either within the territorial limits of the City of New Westminster or not further than sixty (60) kilometers, using a straight-line radius, from those said limits; provided however that every employee must reside on the British Columbia mainland.;
- (b) All employees will be required to notify the Employer of their intention to change their place of residence from where they currently reside.”

6. Article 6.7 Standby

Effective the date of ratification of this Memorandum of Agreement, the employer and the Union agree to amend Article 6.7 – Standby to read as follows:

- “(a) Where the needs of the service require employees to be available to perform emergency work during hours which are normally scheduled off, the Employer, by written arrangement with Union representatives or the Shop Steward, may by written order assign employees to standby duty. Standby duty will be equitably assigned to available qualified employees. An employee who is called to duty will be paid at the prevailing overtime rate in addition to Standby pay.
- b) Where possible, all Standby will be assigned at least one (1) calendar month prior to the beginning of the shift.
- c) Standby will be compensated as follows:
 - 1. Standby occurring during the normal working week (Monday, Tuesday, Wednesday, Thursday and Friday) will be paid as three (3) hours per day at the employee straight time rate.
 - 2. Standby occurring during the weekend (Saturday and Sunday) will be paid as six point five (6.5) hours per day at the employee straight time rate.
 - 3. Standby occurring during Statutory Holidays (as per 7.3) will be paid as six point five (6.5) hours per day at the employee straight time rate.”

7. Article 7.3 – Statutory Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 7.3 – Statutory Holiday to read as follows:

“All employees will be entitled to a holiday with pay on the following statutory holidays: New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day,

Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council or by the Federal or British Columbia Governments to be a civic or Statutory Holiday. If any of the above holidays occur while an employee is on their annual vacation, they will be granted extra days in lieu of such holidays.

Whenever one of the above named statutory holidays falls on a Saturday or a Sunday then each employee will be entitled to a day off with pay on either the immediately preceding working day or the immediately following working day. The Employer will have the right to decide which working day is to be observed by each employee in substitution for the named statutory holidays.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.”

8. Article 9.2 – Extended Health Benefits Plan

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Benefits Plan and the Employer and the Union agree to the following:

(i) Amend Article 9.2(b)(i) to read as follows:

“Vision Care coverage in the amount of five hundred dollars (\$500.00) payable per person per twenty-four (24) month period;”

(ii) Amend Article 9.2(b)(ii) to read as follows:

“Eye examination coverage in the amount of one hundred and twenty-five dollars (\$125.00) per person, per twenty-four (24) month period;”

(iii) Amend Article 9.2(b)(iv) to read as follows:

“The services of a clinical psychologist, clinical counsellor and social worker to a combined maximum amount of one thousand five hundred dollars (\$1500.00) payable per person per calendar year;”

(iv) Amend Article 9.2(b)(v) to read as follows:

“Paramedical services including massage and physiotherapy to a combined maximum of one thousand five hundred dollars (\$1500.00) per calendar year; chiropractic and naturopathic services to a combined maximum of three hundred dollars (\$300.00) per calendar year; acupuncture services to a maximum of two hundred dollars (\$200.00) per calendar year, and podiatry to a maximum of three hundred fifty dollars (\$350.00) per calendar year;”

(v) Amend Article 9.2(d) to read as follows:

“The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed two million dollars (\$2,000,000.00).”

9. Schedule B

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to update the Collective Agreement and include a definition for the Meter Technician as noted below:

“A Meter Technician will provide technical and administrative expertise in all aspects of revenue metering, installation and maintenance of approximately 37,500 installed revenue meters. Some duties include: the installation, removal and testing of meters, making necessary connections between secondary terminals of instrument transformers and associated meters and the disconnection and reconnection of delinquent accounts as required.”

10. Letters of Understanding

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

- Temporary Market Adjustment (Power Line Technician (PLT), PLT Foreperson, PLT, Sub-Foreperson, and PLT Apprentice)
- Electricians
- Fire Rated Clothing
- Meter Technician – Temporary Positions (revise and renew)

11. New – Letter of Agreement –Meals

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the Letter of Agreement RE: Meals which is attached to this Memorandum of Agreement.

12. Housekeeping

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

- (a) delete expired effective dates; and
- (b) delete Article 9.1 Medical Services Plan and any other references to Medical Services Plan or MSP in the agreement;
- (c) amend Article 9.6(d) Medium Term Sick Leave Plan by changing “one (1) month” to “thirty (30) calendar days”;

- (d) amend Schedule B – Definitions, Duties and Jurisdictions by replacing “gang” with “employees” or crew” under the Subforeperson section;
- (e) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

13. 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.

14. 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 18th day of October, 2023 in the CITY OF VANCOUVER.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

This is the Letter of Agreement referenced in Item 11 of the Memorandum of Agreement:

LETTER OF AGREEMENT

between the

CORPORATION OF THE CITY OF NEW WESTMINSTER (the "Employer")

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213 (the "Union")

RE: Meals

The Employer and the Union agree that the following provisions will be applied in place of Articles 5.1(b) of the Collective Agreement for as long as this Letter of Agreement is in effect:

Meals

During a Regular Scheduled Shift

1. Where an employee:
 - is unable to take their lunch break at the scheduled time, and
 - is not able to take their lunch break within one (1) hour immediately preceding or immediately following the scheduled lunch break, and
 - is able to take their lunch break at some other time during their regular shift,

the employee will be compensated zero point five (0.5) hours pay at double the employee's normal rate of pay.
2. When an employee is unable to take their lunch break at any time during their regular shift, the employee will be compensated one point two five (1.25) hours pay at double the employee's normal rate of pay.
3. Any deferral of lunch breaks is subject to approval by the employee's Manager or their delegate.

This Letter of Agreement will expire on 2025 March 31, but will continue in force during negotiations for the renewal of the 2022-25 Collective agreement.

DATED this 18th day of October, 2023 in the CITY OF VANCOUVER.

**THE CORPORATION OF THE CITY OF NEW
WESTMINSTER**

**LOCAL 213, THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**
