

2015

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER  
(the "Employer")

and the

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

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213 ("the Union") AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2015 APRIL 01 AND EXPIRING 2020 MARCH 31 (hereinafter called "the New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2015 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the New Collective Agreement shall be for five (5) years from 2015 April 01 to 2020 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. **Schedule A—Rates of Pay**

The Employer and the Union agree to the following:

- (a) Effective 2015 April 01, the hourly rates that were in effect on 2015 March 31 shall be increased by two percent (2.0%). The new hourly rates shall be adjusted to the nearest whole cent.

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CITY OF NEW WESTMINSTER – IBEW 213 (cont'd)

- (b) Effective 2016 April 01, the hourly rates that were in effect on 2016 March 31 shall be increased by two percent (2.0%). The new hourly rates shall be adjusted to the nearest whole cent.
- (c) Effective 2017 April 01, the hourly rates that were in effect on 2017 March 31 shall be increased by two percent (2.0%). The new hourly rates shall be adjusted to the nearest whole cent.
- (d) Effective 2018 April 01, the hourly rates that were in effect on 2018 March 31 shall be increased by two percent (2.0%). The new hourly rates shall be adjusted to the nearest whole cent.
- (e) Effective 2019 April 01, the hourly rates that were in effect on 2019 March 31 shall be increased by two percent (2.0%). The new hourly rates shall be adjusted to the nearest whole cent.

4. **Schedule A**

Effective 2015 April 01, the Employer and the Union agree to amend the Driver/Helper classification to twenty-six dollars and twenty-four cents (\$26.24) per hour, prior to implementing the general wage increase described in 3(a) above.

Should the Driver/Helper attain the qualifications required for Field Storekeeper, his/her rate of pay will be adjusted to the rate of pay for the Field Storekeeper, effective the date he/she provides evidence to the Employer of successfully attaining the educational requirement.

5. **Letter of Understanding — Temporary Market Adjustment (Power Line Technician (PLT), PLT Foreperson, PLT Sub-Foreperson, and PLT Apprentice)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew the Letter of Understanding titled Temporary Market Adjustment as set out in Appendix 1 of the Memorandum of Agreement.

Effective the first day of the pay period following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Temporary Market Adjustment shall apply to overtime rates of pay.

Effective the date of ratification of the Memorandum of Agreement, the Union agrees to withdraw the grievance related to Letter of Understanding – Temporary Market Adjustment (PLT's) dated 2015 December 10. This grievance shall be considered fully and finally resolved.

6. **Letter of Understanding — Electricians**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend the Letter of Understanding titled Electricians as set out in Appendix 2 of the

Memorandum of Agreement. This Letter of Understanding will not be included in the Collective Agreement.

7. **Other Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to continue the following Letters of Understanding, subject to the cancellation provisions contained within each Letter of Understanding.

- Fire Rated Clothing
- Field Storekeeper
- Meter Technician—Temporary Position

8. **Housekeeping**

The Employer and the Union agree to make the following housekeeping amendments:

- (a) remove expired effective dates;
- (b) any other changes agreed to in writing by the parties during drafting of the new Collective Agreement.

9. **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 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.

10. **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 the Memorandum of Agreement is signed.

2015 MEMORANDUM OF AGREEMENT  
CITY OF NEW WESTMINSTER – IBEW 213 (cont'd)

DATED this 18<sup>th</sup> day of April, 2016.

BARGAINING REPRESENTATIVES FOR THE CITY:

“Rod Carle”

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“Jeannie Ziarldo”

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“Richard Fong”

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“Wendy McDonnell”

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“Tiffany Chung”

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“Darryl Ainsley”

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BARGAINING REPRESENTATIVES FOR THE  
UNION:

“Scott Ashton”

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“Colin Milaney”

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“Rob Wakulchik”

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This is Appendix 1 referred to in item #5 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF NEW WESTMINSTER  
(the “Employer”)

and the

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

**RE: TEMPORARY MARKET ADJUSTMENT (POWER LINE TECHNICIAN (PLT), PLT FOREPERSON, PLT SUB-FOREPERSON, AND PLT APPRENTICE**

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The Employer and the Union recognize and agree that recruitment, training (the Apprentice Program) and retention is, at this time, very difficult for the classification of Journeyman Lineman in the City of New Westminster. The parties therefore agree, without prejudice, to implement a market adjustment to support recruitment and retention. It is understood that this adjustment is of a temporary nature, based on the conditions of today’s regional labour market and that the Employer will be monitoring compensation trends very closely.

It is recognized that a downward trend of wages in the labour market would result in a reversal of this adjustment. Any such adjustments would be within the range established in the current Collective Agreement and not lower than the previous hourly rate of pay enjoyed by the employee.

This agreement is entered into by the Parties with the understanding that it shall set no precedent nor be prejudicial to any position taken by any of the Parties in any other matters at any time.

This Letter of Understanding will expire on the last day that the 2015-2020 Collective Agreement is in force which means that this Letter of Understanding shall be terminated on the first date of a strike or lockout, or where there is no strike or lockout, it shall be terminated on the date of ratification of the Memorandum of Agreement renewing the 2015-2020 Collective Agreement if the Parties have not agreed to renew this Letter of Understanding.

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CITY OF NEW WESTMINSTER – IBEW 213 (cont'd)

APPENDIX 1 (cont'd)

Dated at New Westminster, British Columbia this 12<sup>th</sup> day of October 2008.

Amended [Date of Ratification of the 2015 – 2020 Memorandum of Agreement].

REPRESENTATIVES FOR THE EMPLOYER:

“Rod Carle”

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“Jeannie Ziraldo”

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“Richard Fong”

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“Wendy McDonnell”

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REPRESENTATIVES FOR THE UNION:

“Scott Ashton”

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“Colin Milaney”

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“Rob Wakulchik”

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This is Appendix 2 referred to in item #6 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF NEW WESTMINSTER  
(the "Employer")

and the

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

**RE: ELECTRICIANS**

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The Employer and Union agree that effective the pay period following date of ratification of the Memorandum of Agreement renewing the 2012-2015 Collective Agreement:

A Regular Employee who is employed in the classification of Electrician and who is certified by the International Municipal Signal Association ("IMSA") as a Traffic Signal Technician will receive a premium (the "Premium").

The Premium will:

1. be paid on hours actually worked, as well as hours taken as vacation, statutory holidays and compensatory leave;
2. be calculated based on all salary, including straight time and overtime, at the employee's classification as set out in Schedule "A";
3. be calculated as:
  - (a) a two percent (2%) premium for an employee who is certified as a Traffic Signal Technician Level I;
  - (b) a three percent (3%) premium for an employee who is certified as a Traffic Signal Technician Level II; and
  - (c) a four percent (4%) premium for an employee who is certified as a Traffic Signal Technician Level III.

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APPENDIX 2 (cont'd)

The Parties also agree that:

1. an employee who holds more than one level of certification will only receive one Premium;
2. the Premium will only be paid to an employee if the employee's certification is in good standing;
3. at the Employer's sole discretion, an employee may be temporarily or permanently exempted from having IMSA Certification. If an employee is so exempted, the employee will continue to receive the same premium that the employee was receiving prior to the exemption.

This Letter of Understanding will expire on the last day that the 2015-2020 Collective Agreement is in force which means that this Letter of Understanding shall be terminated on the first date of a strike or lockout, or where there is no strike or lockout, it shall be terminated on the date of ratification of the Memorandum of Agreement renewing the 2015-2020 Collective Agreement if the Parties have not agreed to renew this Letter of Understanding.

SIGNED THIS 18<sup>th</sup> day of April, 2016.

REPRESENTATIVES FOR THE EMPLOYER:

\_\_\_\_\_  
"Rod Carle"

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"Jeannie Ziraldo"

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"Richard Fong"

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"Wendy McDonnell"

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REPRESENTATIVES FOR THE UNION:

\_\_\_\_\_  
"Scott Ashton"

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"Colin Milaney"

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"Rob Wakulchik"

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