

2016 - 2019

COLLECTIVE AGREEMENT

between the

**CITY OF VANCOUVER**

and

**LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**(ELECTRICAL DIVISION, CITY OF VANCOUVER, ENGINEERING DEPARTMENT)**

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THIS AGREEMENT made and entered into as of 1 January 2016

BETWEEN:

**THE CITY OF VANCOUVER**

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

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

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS:

The Employer is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Statutes of British Columbia, 1992;

The Union is the bargaining authority for those employees employed by the Employer as electronic technicians, lineworkers, wireworkers and helpers in the Electrical Operations Branch of the Electrical Division of the Engineering Department at Vancouver, B.C., except those excluded under the terms of the Labour Relations Code;

1. **COVERAGE**

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

2. **TERM OF THE AGREEMENT**

(a) This Agreement shall be for a term of four (4) years with effect from 2016 January 01 to 2019 December 31 inclusive.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and shall not be applicable to this Agreement.

(b) This Agreement shall continue in full force and effect and neither party shall make any change or alter the terms of this Agreement until:

(i) the Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or

- (ii) the Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (iii) the parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

### 3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 26 June, 1975, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues, in accordance with the Constitution of the International Brotherhood of Electrical Workers and the By-laws of Local 213 of the International Brotherhood of Electrical Workers, that all other members of the Union are required to pay to the Union nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works for a sufficient portion of the month to be required by the terms of the Union's Constitution and By-laws to contribute dues for that month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

### 4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

### 5. EMPLOYEE DEFINITIONS

The following terms defined in this Clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified:

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis of thirty-seven and one-half (37½) weekly hours for an indefinite period of time;
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

## 6. REMUNERATION

### 6.1 Hourly Rates

The hourly rates of pay set out in Schedule "A" shall apply during the term of this Agreement and employees shall be paid bi-weekly.

### 6.2 Acting Pay

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the full duties of a position covered by this Agreement which is at a higher rate of pay than the position which the employee normally holds, the employee shall be paid for every day that the duties of the higher rated position are carried out at the rate of pay for such position. Appointment of employees to a level of higher responsibility must be authorized in writing by the Superintendent.

## 7. OVERTIME

- (a) The rate of pay for overtime on any regular working day shall be at the rate of 150% of the regular rate for the first two (2) hours of overtime immediately following an employee's regular shift or for the first two (2) hours of overtime immediately preceding an employee's regular shift where pre-scheduled by notice provided prior to the end of the employee's previous regular shift, and 200% of the regular rate for all other overtime worked.

It is understood that only two (2) hours of overtime on any regular working day shall be paid at the rate of 150% of the regular rate. Relief shall be for a period of not less than eight (8) hours.

- (b) Time worked by shift employees in excess of seven and one-half (7½) hours in twenty-four (24) hours (except when changing shift) shall be paid for as overtime.
- (c) Shift employees shall be paid at 200% of regular rates of pay for time worked on their scheduled days off.

### PROVIDED THAT

- (d) At the time of working overtime the employee may elect either:

- (i) to take time off equivalent to the overtime earned; or
- (ii) to receive pay for the overtime worked.
- (iii) Cost Recovery

Notwithstanding items (i) and (ii) above, where an employee works overtime to deal with situations where the Employer is able to recover the overtime costs from the Provincial Emergency Program, the Employer shall have the option of paying the employee for such overtime, or granting the employee compensating time off in lieu of being paid for such overtime.

- (e) Notwithstanding the provisions of Clause 7(d):
  - (i) should any employee at any time be entitled to twenty (20) days off as compensation for overtime worked, the Employer shall not allow such employee to work any further overtime until the employee has taken at least ten (10) days off;
  - (ii) every employee shall be allowed to keep ten (10) days' overtime accumulated at all times except as provided in Clause 7(e)(iii); if an employee's overtime accumulates beyond fourteen (14) days, the Employer may schedule the employee's overtime off back to ten (10) days;
  - (iii) after 1st October, the Employer shall, insofar as possible, schedule off all accumulated overtime earned before the end of each year and any overtime credit that still remains will be paid at 31st December. PROVIDED, HOWEVER, that an employee shall be entitled to take time off equivalent to or receive payment for not more than five (5) working days' accumulated overtime remaining outstanding at 31st December in any calendar year not later than 1st September in the calendar year immediately following; such accumulated overtime to be credited to the employee at the rate of pay applicable in the calendar year in which it was earned.
- (f) Every employee who works outside the employee's regular hours by prearrangement with the Employer shall be paid at 200% of regular rates, with a minimum of two (2) hours; provided however that:
  - (i) such minimum shall not apply to shift extensions prior to or following the employee's regular working hours, and
  - (ii) the employee shall not be entitled to payment for travel time to and from the place of work to which the employee is to report.

When scheduling pre-arranged overtime, the Employer will give preference to employees who have the fewest number of overtime hours, including those employees who reside outside the area shown outlined in black on the plan



annexed hereto and marked Schedule "E". This preference shall not be given over an employee or employees who have prepared a job and have to "cut it in". The employees to whom preference is given under this Clause 7(g) shall be finally determined by the Employer or duly authorized representative. Pre-arranged overtime under this Clause 7(f) is not a callout within the meaning of Clause 8.

- (g) An employee who works overtime by prearrangement under (f) above commencing more than four (4) hours prior to the commencement of the employee's next regular working day shall:
  - (i) be entitled to a period of not less than eight (8) consecutive hours' relief calculated from the time the employee arrives home having proceeded directly thereto at the conclusion of the work the employee was prearranged to perform; and
  - (ii) report for work at the conclusion of such relief period or the commencement of the employee's next regular working day, whichever is the later, and carry on the employee's normal work at the appropriate rates of pay provided for in this Agreement until such time as the employee has earned the equivalent of the employee's normal day's pay, and if the Employer does not provide the employee with sufficient work to enable the employee to earn the employee's normal day's pay and the employee is available and able to work then in addition to the pay which the employee has earned for the time worked (if any), the Employer shall pay the employee for the time the employee would have worked had the Employer been able to provide the employee with work but such pay shall not exceed an amount equal to the employee's normal day's pay.
- (h) Notwithstanding the provisions of Clauses 7(d) and 7(e), no employee shall take time off in respect of overtime worked without first having obtained the approval of the Employer.

## 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 one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay X two (2). If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to the employee's arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours X two (2).

The operation of this subclause is subject to a Letter of Understanding between the parties and dated 3 December, 1982, incorporating examples of the callout provisions.

(b) Remote Access/Assistance

When an employee is contacted for assistance and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for the actual time worked, with a minimum of one (1) hour. Any subsequent contact that occurs within one (1) hour of the first call shall not result in any additional payments. A telephone call that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay. An employee shall not be eligible for this form of callout should a return to the worksite (Callout, Clause 8(a) above) result from the issue being discussed.

(c) An employee called to work within a period of four (4) hours prior to the commencement of the employee's regular working day shall be paid at 200% of the regular rate until the commencement of the employee's regular working day and at the employee's regular rate for the next seven and one-half (7½) working hours.

(d) Any employee covered by this Agreement who is required to work on poles, towers or fixtures, at an elevation exceeding eighty (80) feet above the level of the surrounding ground shall be paid double the employee's regular rate for the time while actually employed above the said height of eighty (80) feet.

(e) An employee who is called to work outside of the employee's normal working hours more than four (4) hours prior to the commencement of the employee's next regular working day shall:

(i) be entitled to a period of not less than eight (8) consecutive hours' relief calculated from the time the employee arrives home having proceeded directly thereto at the conclusion of the work the employee was called out to perform; and

(ii) report for work at the conclusion of such relief period or the commencement of the employee's next regular working day whichever is the later and carry on the employee's normal work at the appropriate rates of pay provided for in this Agreement until such time as the employee has earned the equivalent of the employee's normal day's pay and if the Employer does not provide the employee with sufficient work to enable the employee to earn the employee's normal day's pay and the employee is available and able to work then in addition to the pay which the employee has earned for the time worked (if any), the Employer shall pay the employee for the time the employee would have worked had the Employer been able to provide the employee with work but such pay shall not exceed an amount equal to the employee's normal day's pay.

## (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.

Notwithstanding anything contained in this Clause 8, the Employer shall not be required to call out or include in any callout schedule any employee living outside the area shown outlined in black on the plan hereunto annexed and marked Schedule "E". Nothing herein contained shall prevent the Employer in its discretion, from calling out employees residing outside the said area.

9. VACATIONS AND PUBLIC HOLIDAYS9.1 Vacations

Paid annual vacation for Regular Full-Time Employees covered by this Agreement shall be allowed as follows:

- (a) In the first (1<sup>st</sup>) calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by 31 December;
- (b) During the second (2<sup>nd</sup>) up to and including the ninth (9<sup>th</sup>) calendar year of service – fifteen (15) working days;
- (c) During the tenth (10<sup>th</sup>) up to and including the seventeenth (17<sup>th</sup>) calendar year of service – twenty (20) working days;
- (d) During the eighteenth (18<sup>th</sup>) up to and including the twenty-fifth (25<sup>th</sup>) calendar year of service – twenty-five (25) working days;
- (e) During the twenty-sixth (26<sup>th</sup>) 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 ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination;

PROVIDED THAT

- (g) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from 1 January to 31 December, inclusive;
- (h) In all cases of terminations of service for any reason, except death, adjustment will be made for any overpayment of vacation;
- (i) Any Regular Full-Time Employee:
- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
  - (b) whose age and years of service with the Employer total eighty (80) years or more;

shall be entitled to receive full annual vacation on termination of employment for any reason. All other Regular Full-Time Employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause 9;

- (j) (i) An employee who is entitled to annual vacation as provided in Clause 9.1(c) may, at the employee's option, defer the taking of not more than one (1) week of such annual vacation in any year;
- (ii) An employee who is entitled to annual vacation as provided for in Clause 9.1(d) or Clause 9.1(e) may, at the employee's option, defer the taking of not more than two (2) weeks of such annual vacation in any year;

PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(j) shall be twenty (20) working days which may be taken at any subsequent time by mutual agreement between the Employer and the employee. For the purposes of this Clause 9.1(j), a week means five (5) working days.

- (k) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of such vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of such vacation

into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

## 9.2 Public Holidays

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day appointed by City Council to be a civic holiday.

- (b) If the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamation of such governments do not proclaim the same day for the observance of such public holiday then the Employer may choose a substitute or alternate day as the recognized holiday for some employees. The Employer may, instead of having all employees observe the public holiday on the same day, declare both the Friday immediately preceding the public holiday and the Monday immediately following the public holiday for the observance of the public holiday. Those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Friday and those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Monday named by the Employer. The Employer may designate some employees to observe the holiday on the actual day of the public holiday.

Notwithstanding the above paragraph, whenever Christmas and Boxing Day fall on Saturday and Sunday, the Employer may designate the immediately following Monday and Tuesday as the days for some or all employees to observe the public holidays.

- (c) Prior to the beginning of each calendar year, the Employer and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is understood that employees shall be paid public holiday premium pay only once for the same holiday.

(d) Pay for Public Holidays

- (1) Employees not normally required to work on public holidays:

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal work day shall receive the public holiday day off with pay.
  - (b) Regular Full-Time Employees and Temporary Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
  - (c) Regular Full-Time Employees and Temporary Full-Time Employees who are not normally required to work on public holidays, but are required to do so, shall be paid at their normal rate of pay for the public holiday and in addition will receive compensation at double (2X) their normal rate of pay for the hours that they are required to work on the public holiday. The employee shall, at the time of working the public holiday, elect whether to be paid for doing so or to receive compensating time off in lieu thereof.
- (2) Employees whose duties normally require them to work on public holidays or on scheduled shift work:
- (a) Regular Full-Time Employees and Temporary Full-Time Employees whose duties normally require them to work on public holidays and who do work on the day which is observed as a public holiday shall:
    - (i) be paid a public holiday premium of one and one-half times (1½X) the employee's normal rate of pay for the hours worked on the holiday; plus
    - (ii) be entitled to an additional day off with pay in lieu of the holiday.
  - (b) Regular Full-Time Employees and Temporary Full-Time Employees whose duties normally require them to work on public holidays but are not required to work on a public holiday that is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
- (e) Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clause 7.
- (f) For purposes of this Clause, where an employee works a shift that commences on or concludes on a day designated as a public holiday, the shift shall be

considered to have been completely worked on the day on which the employee worked the majority of the regular shift.

- (g) For purposes of this Clause, compensation for public holidays shall be in accordance with the following: basic annual public holiday hours shall be calculated as eleven (11) public holidays times the number of daily hours as per a five (5)-day week ( $11 \times 7.5 = 82.5$  hours).

### 9.3 Special Leave of Absence

- (a) In substitution for a reduction in the average working hours per week from thirty-seven and one-half ( $37\frac{1}{2}$ ) to thirty-five (35) hours, the parties agree that each Regular Full-Time Employee shall be granted leave of absence of seventeen (17) working days with pay at the employee's regular rate of pay during each calendar year of the term of this Agreement which leave of absence shall be taken in accordance with a schedule settled as hereinafter provided in this Clause 9.3(a). The Union shall prepare a schedule, satisfactory to and approved by the Employer, setting forth the time when each Regular Full-Time Employee shall take the leave of absence. The Employer may change the said schedule from time to time during the year and shall give as much notice as possible to the employees affected by such change, but in any event not less than seven (7) days' notice. Where an employee entitled to such leave of absence commences or terminates employment during any calendar year, the employee's special leave of absence during the calendar year of commencement or termination shall be one-twelfth ( $\frac{1}{12}$ ) of seventeen (17) days for each month greater than one-half ( $\frac{1}{2}$ ) worked following commencement or prior to the date of termination. In all cases of termination for any reason adjustment shall be made for any overpayment of special leave of absence.
- (b) Special leave of absence is earned at the rate of one-half ( $\frac{1}{2}$ ) hour for each regular shift worked and as such will be adjusted in accordance with any of the following provisions. For absences
  - (i) in excess of thirty (30) continuous working days for off-the-job illness or injury;
  - (ii) of one (1) day or more while on a Workers' Compensation Board claim;
  - (iii) of one (1) day or more while on leave of absence or sickness without pay.

## 10. EMPLOYEE BENEFITS

It is hereby agreed that the following employee benefits will be continued for the term of this Agreement. The Union recognizes that the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

## 10.1 Medical Coverage

### (a) Medical Services Plan

All Regular Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia. The Employer shall pay 75% and each employee shall pay 25% of the premium.

### (b) Extended Health Care Plan

All Regular Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The Employer shall pay 100% of the premium. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (i) eye exams to a maximum payable of \$100.00 per person every twenty-four (24) month period;
- (ii) vision care to a maximum payable of \$550.00 per person, per twenty-four (24) month period, including coverage for laser surgery;
- (iii) hearing aids to a maximum payable of \$400.00 per person in a five (5) calendar year period;
- (iv) 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;
- (v) diabetic equipment and supplies, ostomy supplies;
- (vi) and clinical psychologist services (\$500.00 maximum payable per person in a calendar year);
- (vii) chiropractor and naturopath services to a combined maximum of \$520.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$800.00 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.
- (viii) 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;
- (ix) in cases where an eligible drug can 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.



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

#### 10.2 Dental Plan

The Employer and the Union agree that all Regular Full-Time Employees who have completed six (6) months of continuous service shall be covered by the following dental plan:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees. The lifetime maximum shall be \$3000 for dependent children as defined by the Plan.
- (d) The premiums for the dental plan shall be paid 85% by the Employer and each employee shall pay 15% of the premiums.

#### 10.3 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

#### 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 Insurance

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). An employee electing such coverage shall pay 100% of the

premiums for the optional coverage and such coverage will not be extended beyond the age of sixty-nine (69).

## 10.5 Sick Leave, Gratuity Plan and Workers' Compensation

Regular Full-Time Employees shall be entitled to the following:

### A. Sick Leave

#### (1) Sick Pay Plan

A Sick Pay Plan based on the following, shall apply to all employees:

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick Leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days' credit shall be given.
- (c) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee actively returns to work for at least five (5) consecutive working days.
- (d) When Sick Leave is earned for a period of less than six months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month.
- (e) Sick Leave may be accumulated to a maximum of two hundred sixty-one (261) working days.
- (f) A deduction shall be made from accumulated sick leave credits for all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period. Note: See Clause 10.5 B(2) for non-effect on gratuity benefits.

Note: a deduction will be made for all hours absent due to late arrivals and early departures for illness where the absence exceeds two hours.

- (g) Full sick leave credits will be given for absence in the following circumstances:
  - (1) Accident on job (Workers' Compensation case)
  - (2) Leave due to illness, either with or without pay
- (h) Any person requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness.
- (i) Notwithstanding the foregoing, Regular Full-Time Employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this Clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.

(2) Other Employees of the Employer Transferred to Positions Covered by this Agreement

Such employee shall be given the same credit as employees covered by this Agreement, the initial accumulated net credit at date of transfer, shall be determined by a summarization of the attendance records for the preceding six (6) years.

(3) Sick Leave Reimbursement

- (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 consistent with the collective agreement and this clause within twenty-one (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 for lost wages from the third-party or the actual sick leave benefit received, whichever is lesser.

(b) Upon reimbursement to the Employer of the 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.

## B. Gratuity Plan

### (1) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or for part of a year a credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of one hundred twenty (120) working days.

### (2) Deduction

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

### (3) Establishment

(a) Transferred employees or new groups placed under this plan shall receive benefits from the same date that such employees come under the "Sick Pay Plan" and the initial net credits shall be determined by a summarization of the attendance records for the past six (6) years' employment with the Employer.

(b) New employees in any of the above groups commence accumulating from the effective date of employment, but receive no credits until the completion of six (6) months' service.

### (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.

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.

(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.

(5) Payment in Cash

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of ten (10) years' continuous service.

(6) Procedure for Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the General Manager, Human Resources to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

(7) For a period of four (4) years from 2016 January 01, to and including 2019 December 31, the following provisions shall apply:

(a) Employees who qualify for gratuity credits shall be credited with one (1) working day for every four (4) months of continuous service with the Employer, which may be accumulated to a maximum of three (3) working days per annum. An employee may accumulate a credit of not more than one hundred twenty (120) working days under this gratuity plan.

(b) A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year, nor more than one (1) working day in any said four (4) months of continuous service in any one (1) calendar year or for any one (1) illness. The total gratuity credited to each employee at December 31 in each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

Commencing 11:59 p.m. on 2019 December 31, the employees shall again be bound by the former provisions for granting Gratuity in order to analyze any improvements in the use of sick leave during the said five (5) year period. Following 2019 December 31, the crediting and debiting of sick leave gratuity may be a subject for 2020 negotiations.

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) Any employee whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary. During a period of time that WorkSafeBC is adjudicating the employee's claim for temporary disability benefits, the Employer will, in the form of an advance, pay approximate net salary to the employee for as long a period as the employee has sick leave credits, gratuity, vacation, and overtime credits. When WorkSafeBC renders a decision, the employee's pay shall be recalculated retroactive to the date of the claim based on the applicable source of pay for the employee (e.g. WorkSafeBC make-up, sick leave, gratuity, vacation, overtime credits).
- (3) Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall not be covered by this provision. Such employees shall receive the WorkSafeBC cheque only.

D. Family Illness

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to two (2) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's Manager may approve additional leave.

In order to comply with the requirements regarding eligibility for Employment Insurance rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

10.6 Compassionate Leave

- (a) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, parent-in-law,

grandchild, grandparent, guardian or other relative if living in the employee's household, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.

- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph (a), and who is required to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraph (a) and (b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a).

#### 10.7 Vancouver Employees' Savings Plan

Subject to the rules of the Plan, Regular Full-Time Employees shall participate in the Vancouver Employees' Savings Plan whereby the Employer contributes one and one-half percent ( $1\frac{1}{2}\%$ ) of the employee's salary and the employee contributes the same amount by payroll deduction.

An employee who is participating in the Vancouver Employee Savings Plan (VESP) may elect, on a one-time irrevocable basis only, to stop participating in the Plan. Where an employee elects to opt out of VESP permanently, the Employer will stop deducting the employee's contribution from the employee's pay cheque and will add the Employer's contribution to the employee's bi-weekly pay as a separate payment in lieu of VESP. This payment in lieu shall not affect the employee's regular hourly rate nor will it be included as a pensionable payment.

#### 10.8 Pension 'Buy-Back' Provision

Where an employee has, prior to retirement, paid the full cost of extending their pensionable service by purchasing time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service, the Employer shall, upon the employee's retirement, reimburse the employee for one-half ( $\frac{1}{2}$ ) of the costs previously paid by the employee provided the employee

has reached the minimum retirement age. This provision is subject to the provisions of the Municipal Pension Plan and the maximum period of time that the Employer will cost share with the employee is six (6) months.

## 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 parent 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) 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.
- (4) 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.
- (5) 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 parent 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. SEIB is paid for the first seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period.
  - (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.

#### 10.10 General Leave of Absence

- (a) The Employer may grant leave of absence without pay for up to one (1) year to employees, if such leave of absence will not interfere with the smooth and efficient operation of the employee's work area, and if such request is made a reasonable time before the date on which such leave is to commence.

(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 ( $\frac{1}{12}$ ) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater than one-half ( $\frac{1}{2}$ ).

(c) Leave for Writing Examinations

The Employer will grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with municipal / trades duties.

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should apply to the General Manager or designate, who in turn will forward it to the General Manager, Human Resource Services with a recommendation. The General Manager, Human Resource Services will act on the request in accordance with the following regulations:

- (1) That obtaining High School graduation be the obligation of the employee and leave of absence with pay to write examinations at or below this level not be granted.
- (2) That leave of absence with pay, (limited to two attempts at any subject or course year) be granted to employees, upon application, to write examinations concerning any course which has been approved by the Employer and for which the Employer pays the course fees.
- (3) That the Employer will consider on an individual basis, other requests, and will decide on the basis of whether or not the course is of direct value to the Employer.
- (4) That employees who write examinations that are not subject to time off with pay be allowed, subject to operational requirements, to use current vacation entitlement, any banked time or, in the absence of the foregoing, leave of absence without pay, if they so request.

(d) Authorization for Exact Period

When obtaining authorization for a Leave of Absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of temporary replacements prior to the period for which they were employed.

## (e) Election Leave

Where an employee is a candidate in a federal or provincial election or an election for a municipal council, a related board or to any federally recognized Aboriginal governing bodies including but not limited to First Nations Band Councils, Aboriginal Governments or Self-Governments shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election and for the duration of their first term in office if elected. Employees returning from a leave of absence following an election campaign shall return to their previous position. Employees returning from a leave of absence following their first term in office shall return to any vacancy at or below their previous pay grade for which they are qualified. Paragraphs (b), (d) above shall apply to such leaves.

10.11 Benefits for Temporary Full-Time Employees

- (a) Temporary Full-Time Employees shall be entitled to twelve percent (12%) of their regular earnings in lieu of all benefits including those providing for time off with pay except Public Holidays.
- (b) Notwithstanding paragraph (a), Temporary Full-Time Employees shall be eligible for the Maternity Supplementary Employment Insurance Benefits (SEIB) provided in Clause 10.9 (f). Employees who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.
- (c) Temporary Full-Time Employees shall not receive such percentage in lieu of benefits when on any unpaid leave of absence.
- (d) Subject to paragraph (e), where a Temporary Full-Time Employee is appointed to a Regular Full-Time position, the straight time hours worked as a Temporary Full-Time Employee on and after 2005 February 10 shall be applied towards benefit waiting periods and shall be included in calculating seniority and length of service after the employee completes the Probationary Period.
- (e) Temporary Full-Time Employees who have a break in service of one (1) year or more shall be treated as new employees for all purposes if subsequently rehired.

10.12 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.

## 11. WORKING CONDITIONS

### 11.1 Hours of Work

#### (a) Normal Hours of Work

Subject to the exceptions referred to in paragraph (b), the hours of work shall be seven and one-half (7½) consecutive hours per day exclusive of an unpaid one-half (½) hour for lunch, Monday to Friday, between the hours of 7:30 a.m. and 3:30 p.m. Employees shall be given a minimum of two (2) weeks' notice of a seasonal change in their daily hours to 7:00 a.m. and 3:00 p.m. Employees shall have two (2) ten (10) minute rest periods each day. Thirty-seven and one-half (37½) hours shall constitute a work week.

#### (b) Shift Work

Not more than fifteen (15) employees shall be assigned to work shifts as follows:

##### (1) Days

Employees may be required to work seven and one-half (7½) consecutive hours per day exclusive of an unpaid one-half (½) hour for lunch, on any five (5) consecutive days between the hours of 7:00 a.m. and 3:30 p.m.

##### (2) Afternoons

Employees may be required to work seven and one-half (7½) consecutive hours per day exclusive of an unpaid one-half (½) hour for lunch, on any five (5) consecutive days between the hours of 3:00 p.m. and 12:00 midnight.

##### (3) Nights

Employees may be required to work seven and one-half (7½) consecutive hours per day exclusive of an unpaid one-half (½) hour for lunch, on any five (5) consecutive days between the hours of 11:00 p.m. and 8:00 a.m.

(4) Shift Change Notice

Employees covered by paragraph (b) shall be given a minimum of one (1) weeks' notice of a change in their daily hours or their days of work, subject to paragraph (5).

(5) An employee who occupies a posted Monday-Friday work week position shall not be required to change their days of work. However, where a position that is occupied by an employee who is protected by this paragraph (5) becomes vacant, the Employer may post it with a different work week. If it is posted as a permanent Monday-Friday position, the employee who occupies the position shall be covered by this paragraph.

(6) The following named employees shall be allowed reasonable time for lunch as part of their seven and one-half (7½) hour work day when working on Afternoons, Nights, Saturdays or Sundays:

Ray Chernoff	Vern Ellingsen
Keith Kalyniuk	

If one of the above named employees is appointed to a Monday to Friday day shift position, the provisions of this paragraph will no longer apply and the employee's name shall be removed from the list.

(c) Notwithstanding the range of hours specified in paragraphs (a) and (b), the work day for an employee working as a Trades Supervisor may be adjusted to start one-half hour earlier than the start time of the work crew(s) supervised.

11.2 Shift Differential

A shift differential of one dollar (\$1.00) per hour shall be paid to all employees who are assigned work hours the majority of which fall outside the hours of 7:00 a.m. - 3:30 p.m.

11.3 Emergencies

In cases of emergency, the Employer may call out to work any such number of employees for such length of time as the Employer considers necessary.

11.4 Standby

(a) An Electronic Technician (Radio Shop), and a Wireworker where necessary, shall be required to be on "standby" duty each weekend and on public holidays. No regular standby shall be specified during the week but if employees are needed in an emergency on week nights, they shall be called as specified under Clause 11.3 hereof. The Employer shall provide seven (7) calendar days' notice when a Wireworker is required to be on standby.

- (b) The standby time shall be rotated throughout the skilled tradesworkers in the branch.
- (c) Standby pay shall be at the rate of four (4) hours' straight time for each twenty-four (24) hours of standby (prorated as necessary on the basis of one (1) hour for each six (6) hours of standby). Standby periods shall be scheduled to consist of either a weekend of from two (2) to four (4) consecutive days, or a single public holiday.

Where the standby period exceeds a multiple of six (6) hours, the residual balance shall be compensated as follows:

- (i) one-half ( $\frac{1}{2}$ ) hour's standby pay for periods of three (3) hours or shorter;
  - (ii) one (1) hour's standby pay for periods of more than three (3) hours.
- (d) An employee shall elect at the time the employee serves a standby period whether to receive standby pay as provided under Clause 11.4(c) or time off in lieu thereof. The time when an employee receives time off will remain in the discretion of the Employer.
  - (e) In order to fairly distribute overtime work among the employees, the shop steward will from time to time supply the Employer with a list of names of three (3) employees who will be available for standby duty on weekends and public holidays and if at any time any employee included on a standby rotation schedule is unable for any reason to take a call, the Superintendent shall replace such employee with one (1) of the employees on the shop steward's list. The Superintendent shall be obligated to make such substitutions only if there is an employee on the shop steward's list who is qualified to do the work required.

Notwithstanding anything contained in this Clause 11.4, the Employer shall not be required to provide standby time or include on any standby rotation schedule any employee living outside the area shown outlined black on the plan hereunto annexed and marked Schedule "E"; provided however that if, on 31 December, 1972, such employee was an employee of the Employer covered by the Collective Agreement dated 6 April, 1972 and made between the parties hereto and resided outside the said area, then such employee shall be eligible for standby time but the Employer shall not be required to call out such employee and may in an emergency call out another employee instead. Nothing herein contained shall prevent the Employer, in its discretion, from requiring employees residing outside the said area to be on standby duty and included in the standby rotation schedule.

#### 11.5 Promotional and Demotional Policy

In making promotions and demotions, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, seniority within each of the classifications set out in Schedule "B" to this Agreement shall be the determining factor. The Employer shall be the judge of the skill, knowledge and efficiency of every employee.

### 11.6 Probationary Period

- (a) All employees (including journeypersons who have successfully completed an apprenticeship program with the Employer) shall be required to serve a 6 month probationary period before being confirmed in their respective classifications.
- (b)
  - (1) All new Regular Full-Time and Temporary Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service. Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.
  - (2) Such probationary period shall be for the purpose of determining a person's suitability for continued employment. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that the probationary employee is unsuitable for regular employment.
  - (3) A probationary employee's suitability for regular employment shall be determined by the Employer and will be decided on the basis of factors such as:
    - (i) the quantity and quality of the employee's work
    - (ii) the employee's conduct
    - (iii) the employee's capacity to work harmoniously with others
    - (iv) the employee's ability to meet standards set by the Employer.
  - (4) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

### 11.7 Trial Period

On promotion or transfer, an employee shall serve a six (6) month trial period before being confirmed in the appointment. Where an employee is absent for ten (10) or more days during the trial period, the trial period shall be extended by the total number of days absent. If the appointment is not confirmed, the employee shall revert to the previous position held or to a position of equal value to the previous position for which the employee is qualified.

### 11.8 Posting Vacancies

The Employer agrees that, before permanently filling any vacancy, notice of such vacancy shall be posted for seven (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 temporary employment opportunities.

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

11.9 Safety Precautions

- (a) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (b) The Employer, the Union, and the employees agree that all parties have a responsibility to provide and maintain a safe work environment. All parties agree to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the City at risk.

11.10 Special Clothing

- (a) Rain gear will be made available to all employees covered by this Agreement when in the opinion of the Employer the weather and working conditions are such as to necessitate the use of such clothing;
- (b) The Employer agrees to provide coveralls for the electronic technicians.

11.11 Replacement of Tools

The Employer agrees to replace tools lost through accident, breakage or theft, except where such loss is caused or contributed to by carelessness or misuse on the part of the employee.

11.12 Duties

The various classes of employees covered by this Agreement as set out in Schedule "A" to this Agreement are defined in Schedule "B" hereto, and the duties of such classes of employees shall be as set out in said Schedule "B". Every employee shall be paid according to the class of work being performed.

11.13 Access to City Operations

The Union representative shall be accorded reasonable access to any of the Employer's electrical or construction operations.

11.14 Changes Affecting the Agreement

The Employer agrees that wherever practicable any reports or recommendations to be made to the City Council dealing with matters covered by this Agreement will be communicated to the Union at such interval before they are dealt with by the City Council so as to afford the Union reasonable opportunity to consider them and, if necessary, to protest them when they are dealt with by the City Council.

## 12. ABSENCE FROM DUTY OF UNION OFFICIALS

The representatives of the Union who act for the Union in collective bargaining with the Employer not exceeding three (3) in number shall be granted such leave of absence with pay as may be necessary to carry out their duties in this capacity, subject to the discretion of the Employer.

## 13. GRIEVANCE PROCEDURE

### 13.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement, or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

- (a) The aggrieved employee shall first take up the matter with the immediate supervisor within ten (10) calendar days of the occurrence of the incident, it being understood, however, that a grievance may be filed by the Shop Steward or the Union within ten (10) calendar days of their becoming aware of the occurrence. At the option of the aggrieved employee a Shop Steward or Union representative may be present at the meeting.
- (b) If the matter is not satisfactorily resolved within ten (10) calendar days of being referred to the immediate supervisor, the aggrieved employee, the Shop Steward or the Union representative shall, within a further ten (10) calendar days, give in writing full particulars of the grievance to the City Engineer.
- (c) If the alleged grievance is not settled within ten (10) calendar days of being referred to the City Engineer, the matter shall, within a further ten (10) calendar days, be referred to the City Manager who shall arrange for meetings with the Union within ten (10) calendar days from receipt of such request.
- (d) If the alleged grievance is not settled within ten (10) calendar days of the meeting with the City Manager, then within a further ten (10) calendar days, the Union may refer the matter to a Board of Arbitration for final and conclusive determination, without stoppage of work.
- (e) The time limits set out in paragraphs (a), (b), (c) and (d) above may be extended by mutual agreement between the parties.

### 13.2 General Application Dispute

When a "dispute", as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the City Engineer or General Manager, Human Resources or, alternatively, by the Employer to the Union, as the case may be. If a satisfactory settlement is not reached with the City Engineer or General Manager, Human Resources and the Union within ten (10) calendar days of

being submitted in writing, such matter may, within a further ten (10) calendar days, be referred to the City Manager as provided for in Clause 13.1(c).

If a satisfactory settlement is not reached within ten (10) calendar days of being referred to the City Manager then, within a further ten (10) calendar days, such matter may be referred to Arbitration under Clause 13.1(d) and as provided for in Clause 13.3.

### 13.3 Arbitration

A board of arbitration shall consist of three (3) persons, one (1) to be chosen by each party and the third, who shall be chairperson, to be selected by the two (2) so appointed. The representatives of the parties concerned must meet within ten (10) calendar days of appointment and are allowed a further ten (10) calendar days to agree upon a chairperson. If they are unable to agree upon or otherwise fail to appoint a chairperson either party may apply to the Minister of Labour to appoint a chairperson. In all other respects the provisions of the Labour Relations Code shall apply. The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expense of the chairperson.

### 14. AGREEMENT AS TO CONDITIONS NOT MENTIONED

Any working conditions, holiday benefits, welfare benefits or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

### 15. OCCUPATIONAL HEALTH PLAN

All employees covered by this Agreement shall be subject to the provisions of the Occupational Health Plan as agreed to between the Employer and the Union.

### 16. EMPLOYMENT EQUITY

The Employer and the Union agree with the concept of employment equity which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

### 17. SHOP STEWARD

The Union shall keep the Employer informed of the names of Shop Stewards representing the employees, such information to be provided on a current basis and in writing.

18. 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.

19. CONTRACTING OUT OF WORK

It is agreed between the Employer and the Union that the Employer shall be free so far as it desires to do so to enter into a contract or contracts with any bona fide electrical or electronic contractor or contractors for the performance or provision of the work and/or services or any part of such work and/or services presently performed by the electronic technicians, lineworkers, wireworkers and helpers in the Electrical Operations Branch of the Electrical Division of the Engineering Department of the Employer under the terms of this Agreement, or such other work and/or services or any part of such other work and/or services coming within the jurisdiction of the Union.

If the Employer takes a decision to enter into any contract or contracts as hereinbefore provided then the Employer shall be at liberty at any time thereafter as it sees fit to lay off any or all of the employees covered by this Agreement in accordance with Clause 20.

Nothing contained in this Clause shall in any way restrict, hinder, limit or impede the Employer's right to dismiss or lay off an employee covered by this Agreement for any other lawful reason or grounds.

20. LAYOFF AND RECALL

In the event of a conflict between this Clause 20 and any other provision of the Agreement, this Clause shall apply.

For the purpose of this Clause 20, the following definitions apply:

"classification" means one of those as set out in Schedule "B", except that Trades Supervisor and Leadhand shall be considered in their respective journeypersons classifications, and apprentices, including completed apprentices, shall be considered in the helper classification;

"classification seniority" means the length of continuous regular full-time employment since the last date of hire in the classification held at the time of layoff;

"competent" means having the skills, knowledge and abilities, as evaluated by the Employer, and the requisite trades qualifications to perform the duties and fulfill the responsibilities of a position, and "competence" has a similar meaning;

"laid off employee" means an employee who ceases work as a result of a layoff but does not include a terminated employee;

"layoff" means a reduction in the work force for an indefinite period of time;

"other employment" means work that may be made available by the Employer to laid off employees and does not constitute a recall as herein defined;

"recall" means the return of a laid off employee, as the regular incumbent, to a regular full-time position in the same classification as that held at the time of layoff;

"terminated employee" means an employee who is terminated pursuant to paragraph (b)(vi) of this Clause 20, or who elects or is deemed to have elected compensation pursuant to paragraph (a)(iv);

"work force" means Regular Full-Time Employees, it being understood that temporary employees and probationary employees shall be eliminated by classification subject to their competence before a layoff occurs in that classification.

- (a) The following principles shall apply in the event of a layoff:
- (i) A layoff shall be effected by the Employer in accordance with the principle that in each classification to be reduced the least senior employee(s) shall be laid off provided that the remaining employees possess the competence for the remaining positions.
  - (ii) Employees who are to be laid off shall be given at least ten (10) working days' written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
  - (iii) Benefits for laid off employees shall cease on the effective date of layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs.
  - (iv) At least five (5) working days prior to their effective date of layoff employees will be required to elect in writing to avail themselves of the procedures set forth under paragraph (b) Recall OR paragraph (c) Compensation. If an employee fails to make such election within the specified time period the employee shall be deemed to have elected (c) Compensation.
- (b) Recall

The following shall apply only to laid off employees who have elected this process pursuant to paragraph (a)(iv) of this Clause 20:

- (i) Laid off employees shall be eligible for recall for a period of six (6) months following their effective date of layoff.
- (ii) The Employer shall make every reasonable attempt to contact and recall laid off employees in order of classification seniority, subject to their competence.
- (iii) In recalling a laid off employee, the Employer shall advise the employee by double-registered letter directed to the latest mailing address provided by the employee. If any employee intends to be out of town during the recall period the Employer shall be advised and the Employer may make alternate arrangements for the provision of recall notice. A laid off employee who does not respond within two (2) working days of the Employer's attempt to make contact shall no longer be eligible for recall and shall be deemed terminated.
- (iv) The Employer shall specify the time when a laid off employee shall report for recall, providing that the Employer shall, upon request allow the employee to report to work up to five (5) working days from the date of the Employer's initial attempt to contact the employee. A laid off employee who refuses to, or does not report as specified by the Employer, as determined in this paragraph, shall be deemed terminated, provided however that an employee who cannot report solely due to illness or injury shall be bypassed, but shall otherwise remain eligible for recall.
- (v) Benefits for employees who are recalled shall be reinstated effective their first day of work, with the exception of medical, extended health and dental which shall be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits shall be prorated by the period of layoff.
- (vi) Laid off employees shall be deemed terminated upon the earliest of: refusal of recall, failure to respond to recall pursuant to paragraph (b)(iii), failure to report for recall pursuant to paragraph (b)(iv), or failure to be recalled within six (6) months of layoff PROVIDED THAT an employee shall not be deemed terminated pursuant to this paragraph while working at other employment as defined herein. Terminated employees shall receive written notice of the effective date of termination.
- (vii) No new Regular Full-Time Employees shall be hired in a classification while competent employees are eligible for recall.
- (viii) A laid off employee's acceptance or refusal of other employment as herein defined shall not affect recall rights under this Clause 20.

(c) Compensation

The following shall apply only to laid off employees who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (a)(iv) of this Clause 20:

(i) For the purpose of paragraph (ii) only:

"week's pay" means a laid off employee's straight time hourly classified rate of pay, excluding all premium pay, times thirty-seven and one half (37½) normal weekly hours.

(ii) Laid off employees shall be entitled to compensation of two (2) weeks' pay for between six (6) months and up to and including two (2) years of continuous service, and one (1) additional week's pay for each completed continuous year of service thereafter, subject to a total maximum of sixteen (16) weeks' pay.

(iii) Employees who elect or are deemed to have elected compensation pursuant to paragraph (a)(iv) shall be considered terminated on the effective date of layoff.

21. TEMPORARY SUSPENSION OF WORK

Notwithstanding any other provisions of this Agreement in cases of circumstances beyond the control of the Employer, for example, but not limited to, strikes, lockouts or work shortages, the Employer may temporarily reduce or suspend the hours of work of employees for a period of time not to exceed twenty (20) continuous working days. Commencing on the second day the Employer shall attempt to adjust the application of the temporary suspension so that in each classification the least senior employees are affected subject to their competence. Seniority and benefits shall be unaffected by the temporary reduction or suspension. Following the commencement of a temporary reduction or suspension of hours of work pursuant to this Clause, the Employer and the Union may mutually agree to another method of effecting the temporary reduction or suspension of hours.

22. NEGOTIATIONS

It is understood between the Union and the Employer that Schedule "F" annexed hereto containing certain items from the 1995 and 2000 negotiations shall form an integral part of this Agreement.

23. SCHEDULES

Schedules "A", "B", "C", "D", "E", "F", "G", and "H" respectively are an integral part of this Agreement.

IN WITNESS WHEREOF these presents have been executed by the parties hereto as of the day and year first above written.

SEALED with the Common Seal of the CITY OF VANCOUVER and signed by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

SEALED with the Corporate Seal of LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Business Manager

\_\_\_\_\_  
Date

APPROVED by City Council Resolution on 2017 September 19.



SCHEDULE "A"

CITY OF VANCOUVER

HOURLY RATES FOR CLASSES OF POSITIONS

COVERED BY AGREEMENT WITH

LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(ELECTRICAL DIVISION, CITY OF VANCOUVER, ENGINEERING DEPARTMENT)2016 JANUARY 01 TO 2019 DECEMBER 31

KEY: A – 2016 January 01 – 2016 December 31  
 B – 2017 January 01 – 2017 December 31  
 C – 2018 January 01 – 2018 December 31  
 D – 2019 January 01 – 2019 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>
	Trades Supervisor#	A	45.54	3,415.50
		B	46.22	3,466.50
		C	47.14	3,535.50
		D	48.08	3,606.00
2361	Leadhand ##	A	43.47	3,260.25
		B	44.12	3,309.00
		C	45.00	3,375.00
		D	45.90	3,442.50
8301	Trades – Line**	A	41.40	3,105.00
		B	42.02	3,151.50
		C	42.86	3,214.50
		D	43.72	3,279.00
2411	Trades – Electrician**	A	41.40	3,105.00
		B	42.02	3,151.50
		C	42.86	3,214.50
		D	43.72	3,279.00
2432	Helper – First Year	A	29.57	2,217.75
		B	30.01	2,250.75
		C	30.61	2,295.75

SCHEDULE "A" (cont'd)

KEY: A – 2012 January 01 – 2012 December 31  
 B – 2013 January 01 – 2013 December 31  
 C – 2014 January 01 – 2014 December 31  
 D – 2015 January 01 – 2015 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>
		D	31.22	2,341.50
2432	Helper – Second Year	A	32.96	2,471.25
		B	33.45	2,508.75
		C	34.12	2,559.00
		D	34.80	2,610.00
0785	Electronic Technician*	A	41.40	3,105.00
		B	42.02	3,151.50
		C	42.86	3,214.50
		D	43.72	3,279.00
Apprentices:				
1 <sup>st</sup> Term – 40% of Trades rate		A	16.56	1,242.00
		B	16.81	1,260.75
		C	17.15	1,286.25
		D	17.49	1,311.75
2 <sup>nd</sup> Term – 50% of Trades rate		A	20.71	1,553.25
		B	21.02	1,576.50
		C	21.44	1,608.00
		D	21.87	1,640.25
3 <sup>rd</sup> Term – 60% of Trades rate		A	24.84	1,863.00
		B	25.21	1,890.75
		C	25.71	1,931.25
		D	26.22	1,966.50
4 <sup>th</sup> Term – 65% of Trades rate		A	26.91	2,018.25
		B	27.31	2,048.25
		C	27.86	2,089.50
		D	28.42	2,131.50

SCHEDULE "A" (cont'd)

Page 3

KEY: A – 2012 January 01 – 2012 December 31  
 B – 2013 January 01 – 2013 December 31  
 C – 2014 January 01 – 2014 December 31  
 D – 2015 January 01 – 2015 December 31

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>
	5 <sup>th</sup> Term – 70% of Trades rate	A	28.98	2,173.50
		B	29.41	2,205.75
		C	30.00	2,250.00
		D	30.60	2,295.00
	6 <sup>th</sup> Term – 75% of Trades rate	A	31.05	2,328.75
		B	31.52	2,364.00
		C	32.15	2,411.25
		D	32.79	2,459.25
	7 <sup>th</sup> Term – 80% of Trades rate	A	33.12	2,484.00
		B	33.62	2,521.50
		C	34.29	2,571.75
		D	34.98	2,623.50
	8 <sup>th</sup> Term – 85% of Trades rate	A	35.19	2,639.25
		B	35.72	2,679.00
		C	36.43	2,732.25
		D	37.16	2,787.00

FOOTNOTES:

Employees are hourly paid; bi-weekly rates are shown for information only.

\* Qualified Electronic Technicians may be hired at 80% of the Trades rate if possessing less than one year of related experience and at 90% of the Trades rate if possessing one year or more but less than two (2) years of related experience. Applicants hired at below the Trades level will receive an increment when the combination of their previous related experience and on-the-job experience is sufficient to qualify them for such increment. All qualified Electronic Technicians possessing two (2) years or more of related experience shall be hired at the Trades rate.

\*\* Until the Industry agrees on gender-neutral titles, the parties agree to use these titles.

# The Trades Supervisor rate of pay is indexed at 110% of the Journeyperson rate.

## The Leadhand rate of pay is indexed at 105% of the Journeyperson rate.

## SCHEDULE "B"

### CLASSIFICATION AND DUTIES OF STAFF DEFINITIONS AND JURISDICTION

#### CREW

1. Trades Supervisor

This class is a posted working trades supervisor responsible for coordinating the work of field crews, including coordinating with the work of other City departments and outside contractors. An incumbent is responsible for planning the assignment of work, ensuring the safe, efficient and expeditious execution of the work; and day-to-day supervision of the crews.

2. Leadhand

A Trades employee having charge of four (4) or less other Trades employees, helpers or apprentices, or not more than twelve (12) labourers. A Leadhand shall use tools with discretion subject to approval of the Employer, and shall be responsible for the safe, efficient and expeditious execution of the work by such employees. This class is not applicable to two (2) employees working together.

3. Trades - Line

A person who has served at least three (3) years as a Line apprentice and who has been admitted to the status of Trades - Line. Such employees shall perform all line work on poles, towers or superstructures requiring climbing; framing and erecting of pole structures; stringing of wire; and termination of all incoming and outgoing overhead lines on buildings and outdoor terminal or switch structures.

4. Trades - Electrician

Inside and outside wire, cable, and underground employees who have been admitted to the status of Trades - Electrician. Such employees shall install, maintain and repair all electrical equipment owned by the Employer not covered by Trades - Line, such as ornamental street lighting lamp maintenance, underground duct and cable structures, inside and outside wiring, transformer stations and outside substations, traffic signals, motors and generators, installations and repairs, etc., including fire alarm and police patrol equipment.

5. Apprentice

An employee who is serving for qualification as a Trades employee but who has not yet qualified as a Trades employee. Apprentices shall assist Trades employees in the trade to which the apprentice is assigned. An apprentice may use tools, and in the latter part of the apprentice's third year may perform trades work under the direct supervision of a Trades employee. An apprentice shall not be called upon to come in contact directly with

live high voltage conductors or with equipment that is potentially alive until conclusion of the second year of the apprenticeship. In this connection, high voltage shall mean an alternating current potential in excess of six hundred fifty (650) volts to ground or a direct current potential exceeding three hundred (300) volts to ground. The ratio of apprentices shall not exceed one (1) to four (4) Trades employees in any one (1) branch of the trade.

6. Helper

An employee assisting Trades employees in various classes of electrical work. A Helper shall do the work assigned by the Employer or by the Trades employee with whom the helper has been assigned to work, which work shall include the handling and transportation of materials and the operation of motor vehicles. Helpers shall not be called upon to come into direct contact with conductors or equipment which is potentially alive. The number of helpers shall not exceed one (1) to each Trades employee in the department. To the extent that a helper is not specifically prevented from doing so by the terms of this Agreement, a helper can be required to perform the work without a Trades employee being present either alone or together with other helpers.

7. Electronic Technician

An electronic technician shall install, calibrate, adjust, service and maintain electronic equipment such as radios, inter-office communication equipment and any other electronic systems as the Employer may require. When the work at hand requires two (2) employees for either technical or safety reasons, two (2) electronic technicians shall be sent out on the job.

8. Applicable to All Employees - Truck Driving

It is understood that all employees may be required to drive vehicles covered by a Class 5 Driver's License in the performance of their duties. Regular Full-Time Employees hired on or after 1987 March 24 may be required to have a Class 3 Driver's License with Air Brake Endorsement.

SCHEDULE "C"

LETTER OF UNDERSTANDING

between the

**CITY OF VANCOUVER**  
(the "Employer")

and the

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

**RE: APPRENTICESHIP PROGRAM**

Effective 2008 March 11:

The purpose of this Letter of Understanding is to outline the agreement between the City of Vancouver and I.B.E.W. Local 213 with respect to the terms and conditions of an apprenticeship program.

Preamble:

1. The Employer and the Union recognize the value of training to both the apprentice and the organization and therefore agree to the establishment of an apprenticeship program.
2. It is agreed and understood that apprenticeship positions will be determined at the sole discretion of the Employer and nothing in this agreement shall obligate the Employer to hire apprentices.
3. Apprentices will be indentured under the provisions and regulations of the Industry Training and Apprenticeship Act.
4. The Supplemental Unemployment Benefit Plan (SUB Plan) referred to in Clause 5 is to supplement the EI income benefits received by apprentices for temporary unemployment caused by apprenticeship technical training.
5. This Letter of Understanding shall supersede the provisions of the Collective Agreement in the event of inconsistency.

Terms and Conditions:

1. All notices of opportunities for apprenticeship positions will be distributed through the Employer posting system and posted for a minimum of 7 calendar days.

2. A six (6) month probationary period will be served during the first term of the apprenticeship. Upon successful completion of the probation period, an apprentice shall be credited with six (6) months of apprenticeship service.
3. Apprentices shall be paid the rates of pay set out in Schedule "A" of the collective agreement for the level attained under their contract of apprenticeship.
4. Apprentices who have served time as an apprentice with a former Employer will be placed at a level consistent with their practical experience and theoretical knowledge (school credit), subject to the approval of and consistent with the Industry Training and Apprenticeship Act.
5. Apprentices shall apply for employment insurance while attending approved apprentice technical training.
  - a. If approved by Human Resources Development Canada (HRDC) – Supplemental Unemployment Benefit (SUB) Plan, the Employer will top-up the employment insurance benefits up to the maximum allowable under the plan. This is currently 95% of the apprentice's regular weekly earnings.
  - b. SUB is payable for a period during which an employee is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving a two week waiting period.
  - c. This SUB benefit will be paid for each period of technical training. Currently, the Industry Training and Apprenticeship Act has set each period of technical training as 10 weeks.
  - d. The plan will be financed by the Employer's general revenues.
  - e. The Employer will keep a separate record of the SUB payments.
  - f. The Employer will inform the HRDC in writing of any changes to the plan within thirty (30) days of the effective date of change.
  - g. Employees do not have a right to SUB payments except for supplementation of EI income benefits for the unemployment period as specified in the plan.
  - h. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
  - i. The Employer will not top-up any days that the apprentice is absent during the technical training assignment.
  - j. Apprentices must submit benefit statements to the Employer before the top-up will be paid. These statements should be provided to the Employer every two weeks.
  - k. Top-up payment shall not be made from the Employer for a repetition of a failed technical training assignment or exam.
6. After the probation period, an apprentice who has failed a technical training assignment shall be permitted to repeat the term only once, providing the Superintendent considers the apprentice's on the job performance adequate. In the event that the apprentice fails a second time or if the employee's Superintendent determines the apprentice's on the job performance is inadequate, the "apprenticeship" will be terminated immediately.

7. An apprentice who has obtained a Certificate of Qualification and a Certificate of Apprenticeship shall be assigned to the position of Journeyman in their respective trade. If no Journeyman's position is immediately open in the Electrical Branch, subject to the availability of work, the apprentice will be retained on staff in the branch for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in Schedule "A". After expiration of the said six (6) month period, the Employer shall have no obligation to continue the apprentice's employment. If the employment should end pursuant to this clause it will not be considered a layoff.
8. Where an apprentice is absent from work by reason of sickness or injury, the term of such apprentice's contract shall be extended accordingly, PROVIDED THAT such extension shall not exceed six (6) months in duration without the approval of the City Engineer.
9. Nothing in this agreement shall infringe upon or limit the Employer's right to hire, discharge or layoff employees.

Amendments and Duration:

1. It is understood and agreed that any matter not specifically referred to in this Letter of Understanding shall be governed by the terms and conditions of the Collective Agreement between the parties.
2. This Letter of Understanding shall commence upon signing by the parties and will remain in full force and effect subject to cancellation by either party on sixty (60) calendar days written notice. On agreement by both parties, this agreement may be cancelled earlier than sixty (60) calendar days.

In the event this Letter of Understanding is cancelled, the provisions contained herein will continue to apply to existing apprentices and their apprenticeship agreement, until the expiration of same.

Signed this 25<sup>th</sup> day of February, 2008.

"Betty Dawes"

\_\_\_\_\_  
On behalf of the Employer

"Mike Flynn"

\_\_\_\_\_  
On behalf of the Union



SCHEDULE "D"

LETTER OF UNDERSTANDING

between the

**CITY OF VANCOUVER**  
(the "Employer")

and the

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

**RE: LAYOFFS DUE TO CONTRACTING OUT**

The Employer agrees that any proposal for contracting out of any work currently performed by members of the Union that may result in the layoff of members of the Union will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to a mutually agreeable arbitrator for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.

SCHEDULE "D" (cont'd)

Signed this 25<sup>th</sup> day of February, 2008.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

\_\_\_\_\_  
"Al Luongo"

\_\_\_\_\_  
"Betty Dawes"

\_\_\_\_\_  
"Peter Judd"

\_\_\_\_\_  
"Steve Baker"

\_\_\_\_\_  
"Jaclyn Jacobson"

\_\_\_\_\_  
"Paul Strangway"

\_\_\_\_\_  
"Tiffany Chung"

BARGAINING REPRESENTATIVES FOR  
IBEW LOCAL 213:

\_\_\_\_\_  
"Mike Flynn"

\_\_\_\_\_  
"Kevin Clark"

\_\_\_\_\_  
"Shawn Watson"

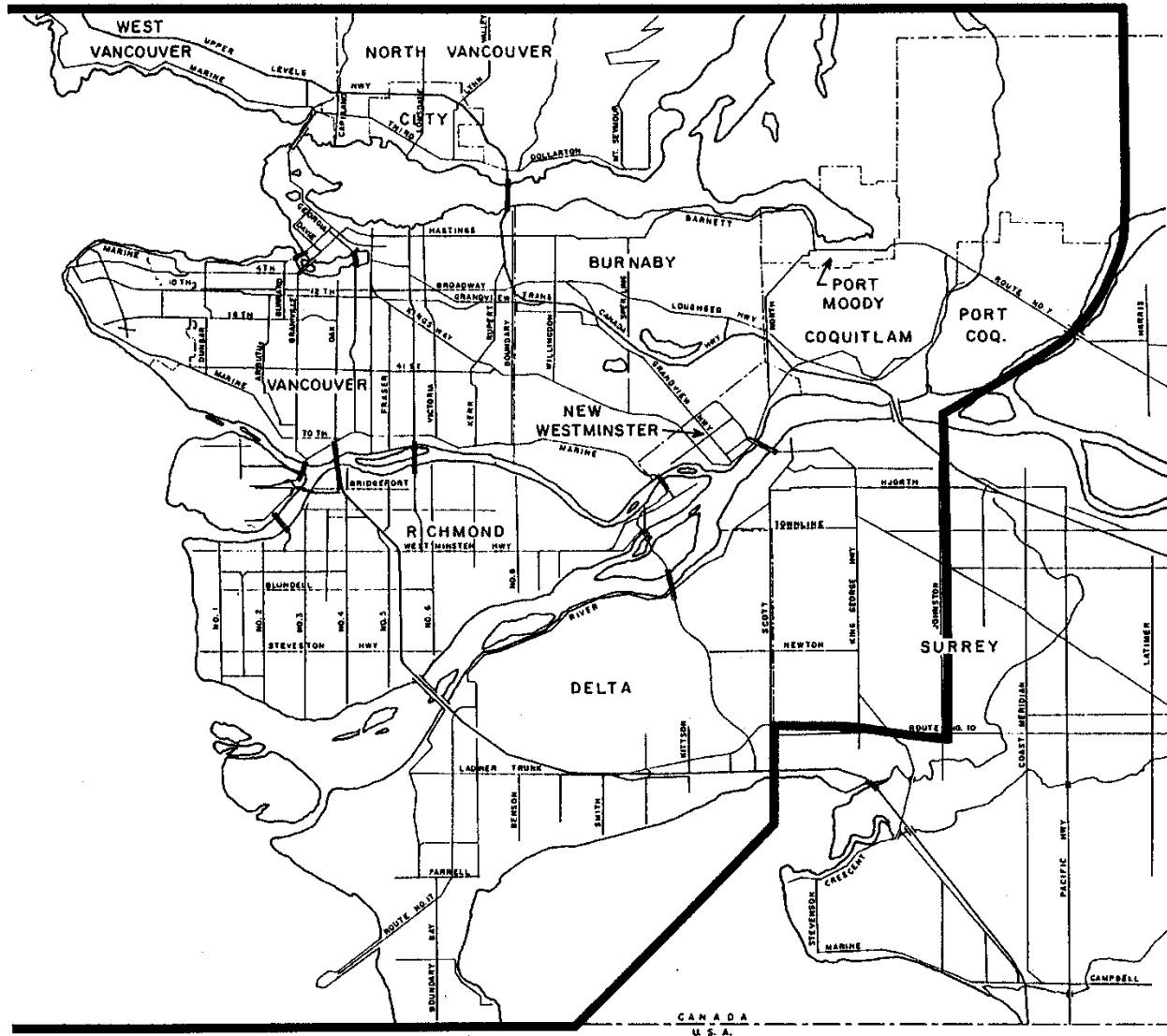
\_\_\_\_\_  
"Ronald Eenkooren"

\_\_\_\_\_  
"Todd Page"

\_\_\_\_\_  
"Cora Horton"

\_\_\_\_\_  
"Cal Anderson"

SCHEDULE "E"



Standby and Call-out Schedules

Employees of the Electrical Operations Branch living outside the area outlined in black may not be included on the Standby and Callout Schedule except employees who on December 21, 1972 were employed by the Electrical Operations Branch and resided outside the aforesaid area.

SCHEDULE "F"1995 NEGOTIATIONSJob Descriptions

During the term of the new Collective Agreement, the Employer and the Union agree to work on preparing descriptions of work for each of the classifications covered by the Collective Agreement. Effective on the date the Employer and the Union agree on the new descriptions, the Employer and the Union agree to delete Schedule "B" from the Collective Agreement.

2000 NEGOTIATIONSJob Descriptions

The Employer and the Union agree to renew the 1995 Job Descriptions for the term of the 2000-2002 Collective Agreement.

## SCHEDULE "G"

### SHIFT WORK

Effective 2005 February 10, the Employer and the Union agree that the following conditions will apply in scheduling Regular Full-Time Employees to work shifts under Clause 11.1(b) of the Collective Agreement:

#### 1. Ongoing Shift Work

- (a) Regular Full-Time Employees, except Apprentices, will be assigned to work on shifts based on reverse seniority provided that employees have the necessary skills, knowledge, abilities and required training to perform the work.
- (b) 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 shall not be counted as part of the fifteen (15). Once an employee achieves sufficient seniority to reach the 16<sup>th</sup> position, they will no longer be subject to shift work.
- (c) Seniority shall not be a factor in determining the hours of work for Apprentices. When an Apprentice is assigned to shift work for training purposes they shall be counted as part of the fifteen (15).

#### 2. Relief Shift Work

- (a) Employees will be assigned to share and provide relief for employees working shifts based on reverse seniority provided the employees have the necessary skills, knowledge, abilities and required training to perform the work. Relief work is not restricted to the next employee on the seniority list but shall be shared amongst several employees.
- (b) At the beginning of the year the Employer shall prepare a relief schedule as per paragraphs 2(a) above.

#### 3. Protected Employees

The following employees shall not be required to work shifts except in emergencies or if they volunteer or if they change positions by applying for a posted position that includes shift work:

B. Galbraith	K. Clark	D. Sameshima	B. Coplin
D. Allen	J. Myers	S. Foster	D. Mason
T. Page	J. Bramble	P. Crookes	R. Rask
G. Eriksson	W. McNeill	D. Gilbert	D. Hamon
F. Cadlick	J. Weatherby	S. Watson	G. Sibley
M. Clarke	R. Bendle	G. Payne	C. Anderson
T. Balagno	B. Cox	S. Pemberton	G. Jacobsen
G. Kraft	S. Ross	R. Depever	
M. Zandbergen	B. Allard	D. Macvey	

## SCHEDULE "H"

### SPECIAL LEAVE OF ABSENCE – SCHEDULING CRITERIA

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 three (3) days each year for each employee that must be included in their special leave of absence request. The 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 (14) fourteen shall be requested by the employees provided that they may not be scheduled during the period of June 1<sup>st</sup> to September 30<sup>th</sup>, 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 1<sup>st</sup> to September 30<sup>th</sup> period where the percentage shall be twenty-five percent (25%).
3. The Employer will identify the three (3) days no later than October 1<sup>st</sup> annually for the following year. The employees shall submit their requests for special leave no later than November 15<sup>th</sup> annually. Employees may elect not to pre-schedule a maximum of three (3) of their remaining fourteen (14) 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.

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