

2003 - 2006

COLLECTIVE AGREEMENT

between

**THE CITY OF VANCOUVER**

and

**LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**(INSPECTORS AND TECHNICIANS)**

2003 - 2006  
**COLLECTIVE AGREEMENT**  
 between the  
**CITY OF VANCOUVER**  
 and  
**LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**(INSPECTORS AND TECHNICIANS)**

**INDEX**

<u>CLAUSE</u>	<u>PAGE</u>
1. <u>DEFINITIONS</u> .....	1
2. <u>TERM OF THE AGREEMENT</u> .....	1
3. <u>UNION SECURITY</u> .....	2
4. <u>REMUNERATION</u> .....	3
4.1 Salary Schedule.....	3
4.2 Pay for Acting in a Senior Capacity .....	3
4.3 Commencement Date for Pay Adjustments.....	3
5. <u>OVERTIME AND CALLOUT</u> .....	3
5.1 Overtime .....	3
5.2 Callout.....	5
6. <u>VACATIONS AND PUBLIC HOLIDAYS</u> .....	5
6.1 Vacations .....	5
6.2 Supplementary Vacation.....	7
6.3 Public Holidays.....	7
7. <u>EMPLOYEE BENEFITS</u> .....	9
7.1 Medical Coverage .....	9
7.2 Dental Care Plan .....	10
7.3 Same Sex Benefit Coverage.....	10
7.4 Group Life Insurance .....	11
7.5 Sick Leave, Gratuity Plan and Workers' Compensation .....	11
7.6 Savings Plan.....	17
7.7 Compassionate Leave .....	17
7.8 Pension 'Buy-Back' Provision.....	18
7.9 Supplementary Employment Insurance Benefits.....	18

INDEX (cont'd)

	<u>PAGE</u>
8. <u>WORKING CONDITIONS</u> .....	19
8.1 A. Standard Hours of Work.....	19
B. Non-Standard Hours of Work.....	19
C. Changes to Hours of Work.....	20
D. New or Vacant Positions.....	20
E. Earned Days Off (EDO).....	21
8.2 Filling Vacancies.....	21
8.3 Promotions, Transfers and Demotions.....	22
8.4 Probationary Period.....	22
8.5 Layoff.....	22
8.6 Changes Affecting the Agreement.....	23
8.7 Personnel Records.....	23
8.8 Temporary Full-Time Employees.....	23
9. <u>ABSENCE FROM DUTY OF UNION OFFICIALS</u> .....	23
10. <u>GRIEVANCE PROCEDURE</u> .....	24
10.1 Grievances.....	24
10.2 Other Disputes.....	24
10.3 Arbitration.....	25
10.4 Dismissal and Suspension.....	25
11. <u>TECHNOLOGICAL CHANGE</u> .....	25
12. <u>EMPLOYMENT EQUITY</u> .....	26
13. <u>STUDENT AND GRANT EMPLOYMENT</u> .....	27
14. <u>AGREEMENT AS TO CONDITIONS NOT MENTIONED</u> .....	28
15. <u>RIGHTS OF MANAGEMENT</u> .....	28
16. <u>HUMAN RIGHTS</u> .....	28
17. <u>OCCUPATIONAL HEALTH PLAN</u> .....	28
18. <u>LIABILITY INSURANCE</u> .....	28
19. <u>SCHEDULES</u> .....	28

INDEX (cont'd)

	<u>PAGE</u>
<u>SCHEDULES</u>	
<u>SCHEDULE "A"</u> Rates of Pay .....	30
<u>SCHEDULE "B"</u> Supplementary Vacation.....	32
<u>SCHEDULE "C"</u> Earned Days Off (EDO) .....	34
<u>LETTER OF UNDERSTANDING</u> Hours of Work – Evening or Early Morning Meetings, Extended Hours and Light Level Checks .	38
<u>LETTER OF UNDERSTANDING</u> Process to Change Hours of Work.....	40

THIS AGREEMENT made as of 2003 January 01,

BETWEEN:

**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 of British Columbia;

AND WHEREAS the Union is the bargaining authority for the Electrical Inspectors I and II and the Electrical Technicians I, except those employees excluded under the terms of the Labour Relations Code;

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

1. **DEFINITIONS**

For the purposes of this Agreement the words "Department Head" shall mean the General Manager of Community Services with respect to the Electrical Inspectors, and the General Manager of Engineering Services with respect to the Electrical Technicians.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

2. **TERM OF THE AGREEMENT**

(a) This Agreement shall be for a term of 4 years with effect from 2003 January 01 to 2006 December 31, both dates 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 the Labour Relations Code; or
  - (ii) The Employer can lawfully lock out in accordance with the provisions 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 June 6, 1975 shall apply to the Union to become members thereof by the pay period immediately following completion of 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 Bylaws 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. REMUNERATION

##### 4.1 Salary Schedule

The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement.

##### 4.2 Pay for Acting in a Senior Capacity

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position the employee normally holds, such employee shall be paid for every day where the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the regular position is equal to, or exceeds, the minimum of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position.

Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

##### 4.3 Commencement Date for Pay Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of pay adjustment. This Clause is not intended to interfere with the provisions of Clause 4.2.

#### 5. OVERTIME AND CALLOUT

##### 5.1 Overtime

Any employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;

- (iii) at any other time than at the times set forth in items (i) and (ii) of this Clause 5.1(a) consequent upon an oral or written notice given prior to the end of the employee's previous regular shift.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 5.1(a) at the following overtime rates:
  - (i) time and one-half the regular rate of pay for the first 2 hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (ii) double the regular rate of pay for all overtime in excess of the first 2 hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 5.1(b).
- (c) An employee (except an employee governed by Clause 6.3(b)) who is required to work on a public holiday defined in Clause 6.3(a) which falls on or is observed on any day from Monday through Friday inclusive shall be paid the regular pay for the holiday plus double the hourly rate of pay computed on the basis of the normal working hours for the hours worked on the holiday. For the purposes of this Clause 6(c) a public holiday does not include a holiday declared by the Employer pursuant to Clause 6.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (d) An employee who has been granted compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 5.1(a) and 5.1(b).) The department head or designate shall approve any requests for compensating time off and may schedule the employee to take all or part of the time off before August 31<sup>st</sup> of the year following the year in which the overtime was worked. If the employee does not receive all of the accumulated compensating time off by August 31<sup>st</sup> of the year following the year in which the overtime was worked, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

## 5.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the Employer at any time after completion of the employee's regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 5.1(a), shall be paid at the rate of double the employee's regular rate of pay for the time actually worked and in addition thereto pay for 1 hour at double the employee's regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 5.2(b) an employee who is called back to work under this Clause 5.2 shall be paid a minimum of 3 hours (the minimum includes 1 hour for travelling time) at double the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum 3 hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum 3 hour period or periods but the employee shall be paid at double the employee's regular rate of pay for the time actually worked and an additional 1 hour at double the employee's regular rate of pay for travelling time to and from home. Where 2 separate calls are completed by an employee within a 3 hour period the employee shall be paid at double the employee's regular rate of pay for a minimum of 4 hours (the minimum includes 2 hours for travelling time).

## 6. VACATIONS AND PUBLIC HOLIDAYS

### 6.1 Vacations

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

- (a) In the first calendar year of the service or part thereof--on the basis of  $\frac{1}{12}$  (one-twelfth) of 10 working days for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked by December 31st;
- (b) During the second up to and including the seventh calendar year of service - 15 working days;
- (c) During the eighth up to and including the fifteenth calendar year of service - 20 working days;

- (d) During the sixteenth up to and including the twenty-third calendar year of service - 25 working days;
- (e) During the twenty-fourth and all subsequent calendar years of service – 30 working days;

PROVIDED THAT

- (f) "calendar year" for the purposes of this Agreement shall mean the 12 month period from January 1st to December 31st, inclusive;
- (g) Employees leaving the service in less than 12 months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
- (h) Employees who leave the service after completion of 12 consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of  $\frac{1}{12}$  (one-twelfth) of their vacation entitlement for that year for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked to the date of termination;
- (i) In all cases of terminations of service for any reason, other than death, adjustment will be made for any overpayment of vacation;
- (j) Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows:
  - if retiring prior to April 1st, they receive half of the usual annual vacation;
  - if retiring April 1st or later, they receive the full annual vacation;
- (k)
  - (i) An employee who is entitled to annual vacation as provided for in Clause 6.1(c) may opt to defer the taking of not more than 1 week of such annual vacation in any year;
  - (ii) An employee who is entitled to annual vacation as provided for in Clauses 6.1(d) and (e) may opt to defer the taking of not more than 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 6.1(k) shall be 4 weeks which deferred vacation may be taken at a time mutually acceptable to both the employee and to the Department Head. For the purposes of this Clause 6.1(k) a week means 5 working days.

(1) Early Retirement

Effective as soon as possible following 2000 November 10, 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 that 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 that 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.

6.2 Supplementary Vacation

In addition to the annual vacation entitlement under Clause 6.1, each employee shall be entitled to 5 working days of supplementary vacation upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Clause 6.2 on the first day of January in the year of qualification for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "B" for the purposes of clarification.)

6.3 Public Holidays

- (a) Subject to Clause 6.3(b) the employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and 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 proclamations of such governments do not proclaim the same day for the

observance of such public holiday then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated;

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on 2 days other than Saturday and Sunday then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated,

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 6.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (b) An employee whose duties normally require the employee to work on public holidays and who is required to work on any public holiday as provided for in Clause 6.3(a) which falls on or is observed on any day from Monday to Friday

inclusive shall be paid the employee's regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to 1½ (one and one-half) times the number of hours worked on that holiday. If such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 6.3(b), then in lieu of such holiday the employee shall be paid regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on such day off. For the purposes of this Clause 6.3(b) a public holiday does not include a holiday declared by the Employer pursuant to Clause 6.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

## 7. 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 benefits plans.

### 7.1 Medical Coverage

#### (a) Medical Services Plan

All Regular Full-Time Employees who have completed 6 months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Service Act with the Employer paying 75% and each employee paying 25% of the premium therefor.

#### (b) Extended Health Care Plan

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

- (i) effective 2004 October 01, eye exams to a maximum payable of \$75.00 per person every twenty-four (24) month period;
- (ii) vision care to a maximum payable of \$250.00 (effective 2005 January 01, \$350.00) per person, per twenty-four (24) month period;
- (iii) hearing aids to a maximum payable of \$700.00 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, effective 2004 October 01, orthotics to a maximum payable of \$300.00 every five (5) years;
- (v) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600.00 maximum payable per person in a calendar year); and
- (vi) chiropractor and naturopath services to a combined maximum of \$200.00 (effective 2004 October 01, \$300.00; effective 2006 January 01, \$500.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$250.00 (effective 2004 October 01, \$600.00) per calendar year; podiatrist services to a maximum of \$100.00 (effective 2004 October 01, \$350.00) per calendar year; and acupuncture treatments to a maximum of \$100.00 (effective 2004 October 01, \$200.00; effective 2005 January 01, \$250.00) per calendar year.

The EHB lifetime maximum coverage under this Plan shall be \$1,000,000 per person. The Plan has an annual deductible of \$25.00 (effective 2004 September 14, \$50.00; effective 2005 January 01, \$100.00.)

## 7.2 Dental Care Plan

The Employer and the Union agree to a dental plan for the benefit of all Regular Full-Time Employees who have completed 6 months of continuous service (other than those employees who were required to notify the Director of Personnel Services in writing on or before November 1, 1975, that they wished to be covered by such a plan and failed to do so) which provides for the following services:

- (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 to a lifetime maximum of \$3000 for dependent children and adults as defined by the Plan.
- (d) The premiums for the dental plan shall be paid 75% by the Employer and 25% by the employees whose contributions shall be made by payroll deductions.

## 7.3 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.

#### 7.4 Group Life Insurance

(a) The Group Life Insurance coverage for all Regular Full-Time Employees who have completed 6 months' continuous service and all those temporary employees who have completed 1 year's service shall be calculated on the basis of \$1,500 of insurance 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. Employees who retired on pension prior to 2000 January 11 shall be entitled to a reduced insurance coverage of \$1,000.00, the cost of which shall be paid 75% by the Employer and 25% by all those employees covered by the Group Life Insurance plan who have not retired.

#### (b) Optional Group Life

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

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

Effective 2004 September 14:

Regular Full-Time Employees and Temporary 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 30<sup>th</sup> and December 31<sup>st</sup> 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 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 7.5 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 and Temporary Full-Time Employees who have been hired to work for a term of six (6) months or more and 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

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

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 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.

Effective 2005 January 01, the following will apply in place of the above paragraph:

A deduction shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deductions shall not exceed one (1) working day in each four (4) month segment of the calendar year. 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. Temporary employees commence accumulating after one (1) year of service.

(4) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT:

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

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

(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 three (3) 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 of 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) The Union agrees that the employee share of the Unemployment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

- (8) For a period of 2 years from 2003 January 1, to and including 2004 December 31, the following provisions shall apply:

- (i) 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.

- (ii) 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.

Effective 2005 January 01, employees shall be covered by Clause 7.5B(2).

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 compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- (2) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee, subject to Clause 7.5C(3).
- (3) Salaried employees under Workers' Compensation Allowance will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.
- (4) 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 WCB 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 EI 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.

#### 7.6 Savings Plan

The Vancouver Employee's Savings Plan under which the Employer contributes one and one-half per cent (1.5%) of salary and the employee is deducted the same amount.

Effective as soon as possible following 2004 September 14, 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.

#### 7.7 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 7.3 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate 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, 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 compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the employee's 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 (½) 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).

#### 7.8 Pension 'Buy-Back' Provision

Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of a retiring employee who has reached minimum retirement age, up to a maximum of twelve (12) months. The said extension to represent that time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service. Costs, as defined by the Commissioner of Municipal Superannuation, are shared 50/50 by the employee and the Employer as per Section 9(1)(b) of the Pension (Municipal) Act.

Effective 2004 September 14, where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the costs previously paid by the employee provided the employee has reached the minimum retirement age.

#### 7.9 Supplementary Employment Insurance Benefits

- (a) 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.
- (b) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (c) 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.
- (d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (1) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and

- (2) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (e) 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.
- (f) 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.

## 8. WORKING CONDITIONS

### 8.1 A. Standard Hours of Work

- (1) The standard hours of work of employees shall be seven (7) continuous hours of work occurring between the hours of 8:00 a.m. and 6:00 p.m. The standard work week shall consist of five (5) consecutive working days, Monday through Friday inclusive. The standard hours of work are exclusive of a one (1) hour unpaid lunch break and inclusive of two (2) ten (10) minute paid rest periods.
- (2) The standard hours of work of employees shall normally be scheduled between 8:00 a.m. and 4:00 p.m.
- (3) The General Manager of each business unit (or exempt designate) shall determine the start time for an employee's standard hours, within the 8:00 a.m. to 6:00 p.m., Monday to Friday period.

### B. Non-Standard Hours of Work

- (1) The Employer and the Union recognize that there are a number of positions, classifications and sections (including six (6) and seven (7) day week operations) which may require work on Saturday and/or Sunday, afternoon, evening or rotating shift schedules, or flexible work schedules. In Departments requiring a six or seven day operation, the

standard work week may be any five (5) days with two (2) consecutive days of rest except when required to change work weeks. Where there is a change in work weeks the Employer will ensure that the employee will receive the appropriate number of days off over the course of the shift change(s).

The standard hours of work of employees shall be seven (7) continuous hours of work exclusive of a one (1) hour unpaid lunch break and inclusive of two (2) ten (10) minute paid rest periods.

- (2) The General Manager of each business unit (or exempt designate) may vary the employee's start time by one-half hour prior to and after the previously agreed upon shift times.

Notwithstanding the above, where a range of hours has been established for an operation, the General Manager (or exempt designate) may vary the start and stop times of an employee's shift within the range of hours of the operation.

C. Changes to Hours of Work

- (1) Where the General Manager (or exempt designate) adjusts an employee's start time pursuant to Clause 8.1A or B above, and such changes are for five (5) shifts or less, the employee shall be given forty-eight (48) hours' notice of such change. Where the adjustments are on an ongoing basis or in excess of five (5) shifts, the employee shall be given ten (10) calendar days' notice.
- (2) Where the General Manager (or exempt designate) intends to alter an existing employee's hours of work beyond those permitted in A or B above (including amending an employee's hours to include Saturday and/or Sunday, afternoon, evening or rotating shift schedules or flexible work schedules), then the Employer shall proceed under the Letter of Understanding on Process to Change Hours of Work attached to the Collective Agreement.
- (3) Changes to an employee's hours of work made pursuant to this provision may be implemented earlier with the consent of the employee.

D. New or Vacant Positions

For new or vacant positions, the Employer shall be able to determine the start and stop times, days of the week and shift configurations based on bona fide business reasons, provided they are established on an alternate work schedule such as EDO, a nine day fortnight, a four day week or a flexible scheduling

system. In addition, the Employer agrees that split shifts shall not be used and that any variations in initial start times and days of the week shall be included in the job posting prior to the position being filled. Upon filling the position on a regular basis, the remaining sections of Clause 8.1 shall apply.

Where the Employer intends to establish new positions on or convert existing vacant positions to non-standard hours, the Employer further agrees that:

- (a) the Union will be provided with up to fifteen days (15) days prior notice of the proposed hours of work for the positions so as to afford the Union reasonable opportunity to consider them and make representations with respect to the proposed non-standard hours;
- (b) any applicable premiums currently provided for in the Collective Agreement will be reviewed at that time.

Notwithstanding the above, the Employer agrees not to use this provision to revert positions from the EDO back to a five day week. The Employer further agrees that the Hours of Work Umpire is not bound to accept an Employer argument that the hours of work of existing employees should be altered simply because one or more new or vacant positions have been established on a non standard basis.

E. Earned Days Off (EDO)

The provisions of EDO shall be found in Schedule "C" which is attached to and forms part of this Collective Agreement.

8.2 Filling Vacancies

- (a) The Employer agrees that, before permanently filling any vacancy, notice of such vacancy shall be posted for 7 days in such conspicuous places as may be designated by Council.
- (b) The procedure in Clause 8.2(a) shall apply for temporary positions which are expected to exceed 6 months duration. Should a Regular Full-Time Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to the former position without loss of seniority.
- (c) Positions not previously posted and filled by temporary employees will be examined at the end of 6 months to ascertain whether permanency is indicated in which case the position will be posted in the usual way.

### 8.3 Promotions, Transfers and Demotions

- (a) In making promotions, transfers and demotions, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor. The Department Head shall be the judge of the skill, knowledge and efficiency of every employee.
- (b) On promotion or transfer to a new position, an employee shall serve a 6 month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, the employee shall revert to the employee's previous position or to a position of equal value for which the Employer deems the employee to be qualified.

### 8.4 Probationary Period

- (a) New employees shall be placed in a probationary capacity until the completion of 1 year of 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 working days absent.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
  - (i) the 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 production standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

### 8.5 Layoff

No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding

6 months, or for any period of absence resulting from leave of absence officially granted, injury or sickness, PROVIDED, HOWEVER, that this provision shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

#### 8.6 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations to be made to Council dealing with matters covered by this Agreement will be communicated to the Union and the designated Shop Steward at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and, if necessary, to make representations concerning them when they are dealt with by Council.

#### 8.7 Personnel Records

Upon receiving permission from the Department Head or designate, an employee may review the contents of such employee's personnel file provided that such review is in the presence of a person authorized by the Department Head.

#### 8.8 Temporary Full-Time Employees

Effective 2004 September 14:

- (a) A record shall be kept of all straight-time hours worked by or paid to a Temporary Full-Time Employee and such hours shall be accumulated provided the employee has not had a break in service of greater than one (1) year. Where a Temporary Full-Time Employee obtains a regular full-time position, such accumulated hours shall be included in calculating the employee's seniority upon successful completion of the probationary period. An employee who is re-employed after a break of greater than one (1) year shall lose all accumulated hours and shall be considered a new employee.
- (b) As Temporary Full-Time Employees do not have seniority, they are not covered by Clause 8.5 - Layoff.

### 9. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) The representatives of the Union who act for the Union in collective bargaining with the Employer 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 Department Head.
- (b) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not

lose seniority in the services of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified, if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.

## 10. GRIEVANCE PROCEDURE

### 10.1 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 person or the Shop Steward shall, in the first instance, give in writing full particulars of the grievance to the Department Head or designate through the employee's immediate supervisor.
- (b) If the alleged grievance is not settled by the Department Head or designate within 7 days, the matter shall be referred to the General Manager, Human Resources who shall arrange for meetings with the Union within 10 days from the receipt of such request.
- (c) If the alleged grievance is not settled by the General Manager, Human Resources within 7 days to the satisfaction of the Union, then the Union may refer the matter to a Board of Arbitration for final and conclusive determination without stoppage of work.

### 10.2 Other Disputes

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 Department Head or designate or, alternatively, by the Employer to the Union, as the case may be. If a satisfactory settlement is not reached with the Department Head or designate and the Union within seven (7) working days such matter may be referred to the General Manager, Human Resources at step (b) of Section 10.1.

If a satisfactory settlement is not reached with the General Manager, Human Resources within seven (7) working days such matter may be referred to Arbitration under Section 10.1(c) and as provided for in Section 10.3.

### 10.3 Arbitration

A Board of Arbitration shall consist of 3 persons, one to be chosen by each party and the third, who shall be chairman, to be selected by the 2 so appointed. The representatives of the parties concerned must meet within 7 days of appointment and are allowed a further 5 days to agree upon a chairperson. If they are unable to agree upon or otherwise fail to appoint such third arbitrator, the provisions of the Industrial Relations Act 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 ½ (one-half) the expenses of the chairperson.

### 10.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 10. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 10 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wages lost by reason of dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

## 11. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and

- (b) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under paragraph 10.3 of this Agreement, by-passing all other steps in the grievance procedure.

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

The Employer will give to the Union in writing at least 90 days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

## 12. 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.

13. STUDENT AND GRANT EMPLOYMENT

Effective 2004 September 14:

The Employer and the Union agree that the following provision shall only apply to those programs on which the parties agree. It is understood that the intent of the parties is to identify and agree on the programs to be covered as they arise in order to give force and effect to this provision.

- (a) The Employer and the Union agree to cooperate to create temporary employment opportunities under Post-Secondary Co-Op programs, student work placement programs, and for employees hired under grant programs where the work being performed is beyond the normal hiring requirements. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
- (b) Where grant applications require the approval of the Union, such approval will not be unreasonably withheld.
- (c) Post-Secondary Co-Op students will be paid at the rate of pay established by the educational institute. Where the educational institute does not establish a rate of pay, the student shall be paid no less than seventy-five percent (75%) of step one of the rate of pay for the classification they are nominally assigned to but in no case shall a Co-Op program student be paid less than step one of Pay Grade 13.
- (d) Students hired in accordance with student work placement programs under (a) above shall be paid no less than seventy-five percent (75%) of step one of the rate of pay for the classification they are nominally assigned to. In no case shall a student be paid less than step one of Pay Grade 9.
- (e) Grant Employees shall be paid the higher of the grant rate or step one of Pay Grade 9.
- (f) Employees covered by this Clause shall not be entitled to any benefits or paid time off provisions provided by the Collective Agreement. They shall receive four percent (4) vacation pay which shall be paid each pay day.
- (g) Employees covered by this Clause shall not accumulate any seniority or length of service or be granted any credit for time worked if they obtain a regular position.
- (h) Employees covered by this Clause shall be covered by the Union Security and Check-Off provisions of the Collective Agreement.

- (i) This Clause does not apply to non-employment opportunities created for students such as Partners at Work.

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. 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.

16. HUMAN RIGHTS

Effective 2004 September 14, the Employer and the Union agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

17. 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.

18. LIABILITY INSURANCE

The Employer maintains a comprehensive insurance policy with liability coverage which extends to its employees while acting within the scope of their duties as such.

19. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B" and "C" and the Letters of Understanding re Process to Change Hours of Work, and Evening or Early Morning Meetings, Extended Hours, and Light Level Checks annexed hereto are an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under the hands of their respective proper officers duly authorized in that behalf as of the day and year first above written.

The Common Seal of the CITY OF )  
VANCOUVER was hereunto affixed in the )  
presence of: )

\_\_\_\_\_)  
"Larry Campbell" )  
Mayor )

\_\_\_\_\_)  
"Syd Baxter" )  
City Clerk )

)  
The Common Seal of LOCAL 213, )  
INTERNATIONAL BROTHERHOOD OF )  
ELECTRICAL WORKERS, was hereunto )  
affixed in the presence of: )

\_\_\_\_\_)  
"R. Dowling" )  
Business Manager )

\_\_\_\_\_)  
"M. Flynn" )  
Assistant Business Manager )

Approved by Council on 2004 September 14.

SCHEDULE "A"

This is Schedule "A" referred to  
in Clause 4.1 of this Agreement

RATES OF PAY FOR ELECTRICAL TECHNICIANS AND INSPECTORS

Effective 2003 January 01 - 2006 December 31

Key: A - 2003 January 01  
B - 2004 January 01  
C - 2005 January 01  
D - 2006 April 01 ♦

Class No.	Class Title	Pay Grade	Effective Date	Steps:				
				1	2	3	4	5
441	Electrical Inspector I	26	A	-	-	29.22	30.43	31.74
			B	-	-	29.95	31.19	32.53
			C	-	-	30.70	31.97	33.34
			D			31.62	32.93	34.34
442	Electrical Inspector II	28	A	-	-	-	33.12	34.53
			B	-	-	-	33.95	35.39
			C	-	-	-	34.80	36.27
			D				35.84	37.36
1356	Electrical Plan Checker	26	A	-	-	-	-	31.74
			B	-	-	-	-	32.53
			C	-	-	-	-	33.34
			D					34.34
236	Electrical Technician I	--	A	26.46	27.57	28.84	30.03	31.32
			B	27.12	28.26	29.56	30.78	32.10
			C	27.80	28.97	30.30	31.55	32.90
			D	28.63	29.84	31.21	32.50	33.89
2183	Quality Control Coordinator	28	A	-	-	31.74	33.12	34.53
			B	-	-	32.53	33.95	35.39
			C	-	-	33.34	34.80	36.27
			D			34.34	35.84	37.36

Notes:Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rcl} \text{hourly} & \times & \text{bi-weekly} \\ \text{rate} & & \text{hours} \end{array} = \begin{array}{l} \text{bi-weekly rate (taken} \\ \text{to 2 decimal places)} \end{array}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \begin{array}{l} \text{monthly rate (taken to} \\ \text{the nearest dollar)} \end{array}$$

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2004 July 26:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "B"

This is the Schedule referred to  
in Section 6.2 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1993 is in their (11<sup>th</sup>) calendar year during 2003. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2003 and 2007, both years included. In 2008 the employee will be credited with a further 5 supplementary working days, etc.

\*The working day entitlement is based upon a five-day work week.

## SCHEDULE "B" (cont'd)

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "C"

This is the Schedule referred to  
in Section 8.1E of this Agreement

EARNED DAYS OFF (EDO)

---

Effective 2005 January 01, the Employer and the Union agree to implement a system of Earned Days Off (EDO) as follows:

1. The EDO system shall apply to all Regular Full-Time Employees, and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously in excess of six (6) months, and are not otherwise maintained on some alternate form of compressed work week.
2. Employees shall work an additional thirty (30) minutes per day at straight-time rates resulting in a 7-hour 30 minute day (7.50 hours).
3. Breaks will consist of a one (1) hour unpaid lunch break with two (2) ten minute paid rest breaks, one occurring in the first half and one in the second half of the shift.
4. The additional time worked (30 minutes/day) results in fifteen (15) paid days off over the course of a year and an additional three (3) days which will be scheduled in conjunction with Christmas and Boxing Day to provide a shut down for most employees between Christmas and New Years. For those employees who are required to work the period between Christmas and New Years, the three (3) additional EDO days may be scheduled during the current year at the discretion of the employee upon providing a minimum of forty-eight (48) hours notice to their General Manager (or exempt designate).

Employees required to work between Christmas and New Years shall be notified no later than December 1<sup>st</sup> of such requirement. Where such notice has not been given and it is not possible to reschedule the time off prior to the end of the year, such days shall be paid out unless some alternate arrangements can be made between the employee and their General Manager (or exempt designate).

5. The balance of the EDO days may be scheduled by the General Manager in a manner that attempts to create a balance between the work and the lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday or Friday) that provide employees a consistent day off approximately every three weeks on which they can normally rely. In other situations this may result in scheduled days off at times that are mutually acceptable to the employee and their General Manager (or exempt designate)

and in some situations this may result in employees being held accountable for scheduling their own time off in a manner that ensures for an appropriate balance.

6. If an employee is required by the Employer to work on a pre-scheduled or mutually agreed upon EDO day off, the employee may reschedule the day off to any time within the following four (4) month period providing they provide forty-eight (48) hours' notice.
7. Notwithstanding items 4, 5 and 6 above, EDO days cannot be banked, must be taken prior to year end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, an EDO day previously cancelled by the Employer.
8. For the purpose of applying overtime, the "standard hours of work" shall be considered to be 7.52 hours.
9. An employee's annual vacation entitlement shall be converted to "working hours" based on a 7-hour day and credited to the employee. For example, an employee with 3 weeks' vacation shall be entitled to 105 hours of vacation time. Debiting for vacation taken shall be on the basis of 7.52 hours per day (see Appendix "1" of Schedule "C").
10. Similarly, an employee's sick leave and gratuity credits shall be converted to "working hours" and shall be credited and debited in the same manner as vacation.
11. Employees who are required to provide coverage for and to perform the work of another employee or employees on a EDO day shall not be entitled to acting senior capacity pay, extra pay grades, or to have such extra work considered when making application for a reclassification.
12. Nothing in this Schedule "C" shall limit the Employer's ability to schedule standard hours of work as described in Section 8.1.A of the Collective Agreement and to schedule non-standard hours of work as described in Section 8.1.B of the Collective Agreement.

Note: For the period 2003 January 01 to 2004 December 31, the provisions of Schedule "C" of the 2000-2002 Collective Agreement shall apply.

This is Appendix "1" of Schedule "C" referred to in paragraph 9.

APPENDIX "1" OF SCHEDULE "C"

Calculation Of Working Hours Per Day For The Earned Days Off System

In accordance with the method of calculation which has been previously agreed upon between the Employer and the Union for calculating the length of the work day and benefit entitlements under various forms of the compressed work week, the Employer and the Union agree that the following calculations shall govern the Earned Days Off System (EDO). The principles being that:

1. the basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the EDO system as they were under a standard 5 day work week system, and
2. there shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.

Outlined below are calculations for a seven (7) hour per day EDO system.

	1826.25	Working Hours per Year (Existing 5 Day work week schedule)
less	<u>77.00</u>	Public Holiday Hours (7 hours x 11 Public Holidays)
	1749.25	Total Working Hours per Year
less	<u>6.00</u>	Lost Compensation for 2 – 10 Minute Rest Periods x 18 EDO Days
	1743.25	Total Actual Paid Working Hours per Year

Total Average Working Days per Year on EDO = 260.89 – 11 (Public Holidays) – 18 (EDO Days) = 231.89 Days

Note: Average Working Days per Year is adjusted for the leap year cycle

$$\begin{aligned}
 \text{Length of EDO Work Day} &= \frac{\text{Total Actual Paid Working Hours per Year}}{\text{Total Average Working Days per Year on EDO}} \\
 &= \frac{1743.25}{231.89} \\
 &= 7.52 \text{ Hours per Day} \\
 &= 7 \text{ Hours } 31 \text{ Minutes}
 \end{aligned}$$

Notwithstanding the above calculation, the Employer and the Union have agreed that the length of the work day shall be 7 Hours and 30 Minutes (7.50 Hours per Day) for the days that an employee actually works. This provides an additional benefit to the employees.

VACATION ENTITLEMENT CONVERSIONS

<u>5 Day Week Schedule</u>	<u>Conversion</u>	<u>EDO Schedule</u>
10 days (10 x 7 hrs per day = <b>70 hrs</b> )	70/7.52 hrs per day	9.31 days ( 9.31 x 7.52 = <b>70 hrs</b> )
15 days (15 x 7 hrs per day = <b>105 hrs</b> )	105/7.52 hrs per day	13.96 days (13.96 x 7.52 = <b>105 hrs</b> )
20 days (20 x 7 hrs per day = <b>140 hrs</b> )	140/7.52 hrs per day	18.62 days (18.62 x 7.52 = <b>140 hrs</b> )
25 days (25 x 7 hrs per day = <b>175 hrs</b> )	175/7.52 hrs per day	23.27 days (23.27 x 7.52 = <b>175 hrs</b> )
30 days (30 x 7 hrs per day = <b>210 hrs</b> )	210/7.52 hrs per day	27.93 days (27.93 x 7.52 = <b>210 hrs</b> )

This is the Letter of Understanding referred to in Clause 19 of this Agreement.

LETTER OF UNDERSTANDING

between

THE CITY OF VANCOUVER  
(hereinafter called "the Employer")

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213  
(INSPECTORS AND TECHNICIANS)  
(hereinafter called "the Union")

RE: HOURS OF WORK - EVENING OR EARLY MORNING MEETINGS  
- EXTENDED HOURS  
- LIGHT LEVEL CHECKS

Notwithstanding the provisions of Article 8.1, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree as follows:

1. Evening or Early Morning Meetings

Employees who are required to attend early morning or evening meetings will be required to flex their hours between 7:00 a.m. and 10:00 p.m. on any two days Monday through Thursday in order to accommodate these meetings. Employees and supervisors will work out their shift scheduling, including start and stop times and/or alternate time off, if applicable. Employees will schedule their hours of work with the agreement of their supervisor. Where there is no agreement, supervisors shall set the schedule with a minimum of ten (10) calendar days' notice to the employees.

2. Extended Hours

Employees may be required to flex their hours between 7:00 a.m. and 7:00 p.m., Monday through Friday inclusive, between November 01 and February 28 or 29 inclusive; and between 7:00 a.m. and 9:00 p.m., Monday through Friday, March 01 to October 31, inclusive.

3. Light Level Checks

Effective 2004 September 14:

LETTER OF UNDERSTANDINGHOURS OF WORK – EVENING OR EARLY MORNING MEETINGS etc. (cont'd) Page 2

Employees classified as Technicians may be required to flex their hours of work to allow for shifts that end no later than 11:00 p.m., on any two (2) days Monday through Thursday to allow for evening tests of light levels. Employees and supervisors will work out the shift scheduling including start and finish times and/or alternating time off, if applicable. Where there is no agreement, supervisors shall set the schedule with a minimum of seventy-two (72) hours' notice to the employees. Employees shall not work split shifts except by mutual agreement between the employee and the supervisor. This provision is not to be used to establish on-going scheduled shifts.

Signed this 23<sup>rd</sup> day of September, 1996.

ON BEHALF OF THE EMPLOYER:

"Richard M. Scott"

---

"D.H. Jackson"

---

"Marilyn Clark"

---

ON BEHALF OF THE UNION:

"M. Flynn"

---

"B. Wiens"

---

This Letter of Understanding was amended by the 2003-2006 Memorandum of Agreement dated 2004 July 26.

This is the Letter of Understanding referred to in Clause 19 of this Agreement.

LETTER OF UNDERSTANDING

between

THE CITY OF VANCOUVER  
(hereinafter called "the Employer")

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 213  
(INSPECTORS AND TECHNICIANS)  
(hereinafter called "the Union")

RE: PROCESS TO CHANGE HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

A. Informal adjustment of hours by mutual consent

A supervisor and an employee may, by mutual consent, at the written request of either party, agree to vary the employee's hours of work, for such fixed period as the parties may agree or in the absence of such fixed period, for as long as both parties continue to consent. Such variation in the hours of work shall not establish a precedent. Employees will not be eligible for additional premiums provided for in the Collective Agreement for working outside normal hours if the change is initiated by the employee. If any informal arrangements extend beyond six (6) months, the Union will be notified and if the Union objects the informal arrangement will be discontinued.

B. Formal change to hours of work

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union shall provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.

LETTER OF UNDERSTANDING  
PROCESS TO CHANGE HOURS OF WORK (cont'd)

Page 2

3. The Union shall not unreasonably withhold consent to the altered hours of work proposal.
4. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
5. The cost of the Umpire shall be borne by the Employer. Where it is necessary to pay for accommodation, the cost shall be borne equally by the Employer and the Union.
6. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.
7. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
8. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.
 

David McPhillips	Colin Taylor	Judi Korbin
Ken Albertini	Barbara Bluman	Stephen Kelleher
9. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
10. The process established in "B" of this Letter shall be used to revert to the hours of work previously in effect or to make further adjustments to the hours.

LETTER OF UNDERSTANDING  
PROCESS TO CHANGE HOURS OF WORK (cont'd)

11. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

DATED this 23rd day of September, 1996.

SIGNED ON BEHALF OF THE  
EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Richard M. Scott"

\_\_\_\_\_  
"M. Flynn"

\_\_\_\_\_  
"D.H. Jackson"

\_\_\_\_\_  
"B. Wiens"

\_\_\_\_\_  
"Marilyn Clark"