

2003 OCTOBER 01 TO 2006 DECEMBER 31

COLLECTIVE AGREEMENT

between the

CITY OF VANCOUVER

and

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

2003 - 2006
 COLLECTIVE AGREEMENT
 between
THE CITY OF VANCOUVER
 and
LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
 (ELECTRICAL DIVISION, CITY OF VANCOUVER, ENGINEERING DEPARTMENT)

INDEX

<u>CLAUSE</u>	<u>PAGE</u>
1. <u>COVERAGE</u>	1
2. <u>TERM OF THE AGREEMENT</u>	1
3. <u>UNION SECURITY</u>	2
4. <u>RIGHTS OF MANAGEMENT</u>	3
5. <u>EMPLOYEE DEFINITIONS</u>	3
6. <u>REMUNERATION</u>	3
6.1 Hourly Rates.....	3
6.2 Acting Pay.....	3
7. <u>OVERTIME</u>	3
8. <u>CALLOUT OR EMERGENCY PAY</u>	5
9. <u>VACATIONS AND PUBLIC HOLIDAYS</u>	7
9.1 Vacations.....	7
9.2 Public Holidays.....	8
9.3 Special Leave of Absence.....	9
10. <u>EMPLOYEE BENEFITS</u>	10
10.1 Medical Coverage.....	10
10.2 Dental Plan.....	11
10.3 Same Sex Benefit Coverage.....	11
10.4 Group Life Insurance.....	11
10.5 Sick Leave, Gratuity Plan and Workers' Compensation.....	12
10.6 Compassionate Leave.....	17
10. <u>EMPLOYEE BENEFITS (cont'd)</u>	

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
	10.7 Vancouver Employees' Savings Plan.....	17
	10.8 Pension 'Buy-Back' Provision	18
	10.9 Supplementary Employment Insurance Benefits	18
	10.10 Benefits for Temporary Full-Time Employees	19
11.	<u>WORKING CONDITIONS</u>	20
	11.1 Hours of Work.....	20
	11.2 Shift Differential.....	21
	11.3 Emergencies	21
	11.4 Standby	21
	11.5 Promotional and Demotional Policy	22
	11.6 Probationary Period.....	23
	11.7 Trial Period.....	23
	11.8 Posting Vacancies.....	24
	11.9 Leave of Absence	24
	11.10 Safety Precautions	24
	11.11 Special Clothing	24
	11.12 Replacement of Tools.....	24
	11.13 Duties.....	24
	11.14 Access to City Operations	25
	11.15 Changes Affecting the Agreement	25
12.	<u>ABSENCE FROM DUTY OF UNION OFFICIALS</u>	25
13.	<u>GRIEVANCE PROCEDURE</u>	25
	13.1 Grievances	25
	13.2 General Application Dispute	26
	13.3 Arbitration	26
14.	<u>AGREEMENT AS TO CONDITIONS NOT MENTIONED</u>	27
15.	<u>OCCUPATIONAL HEALTH PLAN</u>	27
16.	<u>EMPLOYMENT EQUITY</u>	27
17.	<u>SHOP STEWARD</u>	27
18.	<u>HUMAN RIGHTS</u>	27
19.	<u>CONTRACTING OUT OF WORK</u>	27
20.	<u>APPRENTICES</u>	28

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
21.	<u>LAYOFF AND RECALL</u>	38
22.	<u>TEMPORARY SUSPENSION OF WORK</u>	31
23.	<u>NEGOTIATIONS</u>	32
24.	<u>SCHEDULES</u>	32

SCHEDULES

<u>SCHEDULE "A"</u>	Wage Rates	34
<u>SCHEDULE "B"</u>	Classification and Duties of Staff Definitions and Jurisdiction.....	38
<u>SCHEDULE "C"</u>	Standby and Callout Schedule	40
<u>SCHEDULE "D"</u>	1995 Negotiations	41
	2000 Negotiations	41
<u>SCHEDULE "E"</u>	Shift Work.....	42
<u>SCHEDULE "F"</u>	Special Leave of Absence – Scheduling Criteria.....	44

THIS AGREEMENT made and entered into as of 1 January 2003.

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, linemen, wiremen 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 4 years with effect from 2003 January 01 to 2006 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 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 2 hours of overtime immediately following an employee's regular shift or for the first 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 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 8 hours.

- (b) Time worked by shift employees in excess of 7½ (seven and one-half) hours in 24 (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; or
 - (iii) to take time off equivalent to 50% of the overtime earned and to receive pay for the remaining 50% of such overtime.
- (e) Notwithstanding the provisions of Clause 7(d):
 - (i) should any employee at any time be entitled to 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 10 days off;
 - (ii) every employee shall be allowed to keep 10 days' overtime accumulated at all times except as provided in Clause 7(e)(iii); if an employee's overtime accumulates beyond 14 days, the Employer may schedule the employee's overtime off back to 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 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 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 "C". 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) 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 1 (one) hour's allowance for travelling to and from home, with a minimum of 3 hours' pay X 2. If additional calls are made upon the employee prior to the expiry of the 3 hour period or prior to the employee's arrival home, whichever last occurs, such additional calls shall not attract an additional 3 hours minimum, but the employee shall be paid for the time actually worked plus an additional 1 (one) hour's allowance for travelling to and from home. If 2 separate callouts are completed within a 3 hour period, the minimum payment shall be 4 hours X 2. If the public transportation system is not in operation at the time of callout, the Employer will supply transportation.

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) An employee called to work within a period of 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 7½ (seven and one-half) working hours.
- (c) Any employee covered by this Agreement who is required to work on poles, towers or fixtures, at an elevation exceeding 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 80 feet.
- (d) An employee who is called to work outside of the employee's normal working hours more than 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 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.

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 "C". Nothing herein contained shall prevent the Employer in its discretion, from calling out employees residing outside the said area.

9. VACATIONS AND PUBLIC HOLIDAYS

9.1 Vacations

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

- (a) Employees leaving the service in less than 12 months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act;
- (b) In the first calendar year of service or part thereof served, vacation will be granted 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 31 December;
- (c) During the second up to and including the ninth calendar year of service - 15 working days;
- (d) During the tenth up to and including the seventeenth calendar year of service - 20 working days;
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service - 25 working days;
- (f) During the twenty-sixth and all subsequent calendar years of service - 30 working days;
- (g) 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;

PROVIDED THAT

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from 1 January to 31 December, inclusive;
- (i) In all cases of terminations of service for any reason, except death, adjustment will be made for any overpayment of vacation;
- (j) Any Regular Full-Time Employee:
 - (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least 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 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;

- (k)
 - (i) An employee who is entitled to annual vacation as provided in Clause 9.1(d) may, at the employee's option, defer the taking of not more than 1 (one) week of such annual vacation in any year;
 - (ii) An employee who is entitled to annual vacation as provided for in Clause 9.1(e) or Clause 9.1(f) may, at the employee's option, 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 9.1(k) shall be 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(k), a week means 5 working days.

(l) 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) Subject to Clause 9.2(b), all Regular Full-Time Employees and Temporary Full-Time Employees covered by this Agreement are entitled to a holiday with pay on the following public holidays: New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, 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 HOWEVER that when any of such public holidays falls on a Saturday or Sunday another day off with pay shall be granted in lieu thereof, EXCEPT THAT an employee whose duties normally require the employee to work on public holidays shall be

granted a day off with pay in lieu of each of such public holidays which the employee is so required to work.

- (b) In the case of employees who are entitled under Clause 9.2(a) to another day off in lieu of a public holiday which falls on a Saturday or Sunday or a day off in lieu of a public holiday on which they are required to work, the Employer shall prepare a schedule specifying when such time off shall be taken and the employees shall take time off in accordance with the schedule.

9.3 Special Leave of Absence

- (a) In substitution for a reduction in the average working hours per week from 37½ (thirty-seven and one-half) to 35 hours, the parties agree that each Regular Full-Time Employee shall be granted leave of absence of 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 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 1/12 (one-twelfth) of 17 days for each month greater than ½ (one-half) 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 ½ (one-half) 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 30 continuous working days for off-the-job illness or injury;
 - (ii) of 1 (one) day or more while on a Workers' Compensation Board claim;
 - (iii) of 1 (one) 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 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 6 months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The Employer shall pay 75% and each employee shall pay 25% of the premium. Effective 2005 March 01, the Employer shall pay 90% and each employee shall pay 10% of the premium. Effective 2006 January 01, 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) effective 2005 March 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 2006 January 01, \$300.00) per person, per twenty-four (24) month period;
- (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, effective 2005 March 01, orthotics to a maximum payable of \$300.00 every five (5) years;
- (v) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$500.00 maximum payable per person in a calendar year); and
- (vi) chiropractor and naturopath services to a combined maximum of \$200.00 (effective 2005 March 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 2005 March 01, \$600.00);

effective 2006 January 01, \$800.00) per calendar year; podiatrist services to a maximum of \$100.00 (effective 2005 March 01, \$350.00) per calendar year; and acupuncture treatments to a maximum of \$100.00 (effective 2005 March 01, \$200.00) per calendar year.

The EHB lifetime maximum coverage under this Plan will be \$500,000 per person (effective 2005 January 01, \$1,000,000). The Plan has an annual deductible of \$25.00 (effective 2005 January 01, \$100.00).

10.2 Dental Plan

The Employer and the Union agree that all Regular Full-Time Employees who have completed 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 75% by the Employer and each employee shall pay 25% of the premiums. Effective 2005 March 01, the premiums for the dental plan shall be paid eighty-five percent (85%) by the Employer and each employee shall pay fifteen percent (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. 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

Effective 2005 March 01:

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.

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 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

Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have 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.

(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

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.
- (c) 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 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) For a period of four (4) years from 2003 January 01, to and including 2006 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 2006 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 three (3) year period. Following 2006 December 31, the crediting and debiting of sick leave gratuity may be a subject for 2007 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 Workers' Compensation Board (WCB) temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's approximate net salary. If the WCB disallows an employee's claim or during a period of WCB delay prior to accepting that claim, the Employer will pay full regular salary to the employee for so long a period as the employee has sick leave, gratuity, vacation and overtime credits. These credits will be restored to the employee once the WCB claim is accepted and the WCB payments received by the Employer. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (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 WCB cheque only.

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 (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).

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 (1½%) of the employee's salary and the employee contributes the same amount by payroll deduction.

10.8 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 six (6) 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 2005 February 10, 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.

10.9 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. See Clause 10.10(b) for application to Temporary Full-Time Employees.
- (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.

10.10 Benefits for Temporary Full-Time Employees

Effective 2005 February 10:

- (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. 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.

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) week's 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
Steven Baker	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 seventy-five cents (75¢) 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 Wireman 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 Wireman is required to be on standby.
- (b) The standby time shall be rotated throughout the skilled tradesmen in the branch.
- (c) Effective 2005 February 10, standby pay shall be at the rate of 4 hours' straight time for each 24 hours of standby (prorated as necessary on the basis of 1 hour for each 6 hours of standby). Standby periods shall be scheduled to consist of either a weekend of from 2 to 4 consecutive days, or a single public holiday.

Effective 2005 February 10, 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 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 1 (one) 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 "C"; 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 journeymen 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 6 months' continuous service. Where a probationary employee is absent for 10 (ten) 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

When a vacancy exists for a Regular Full-Time position, the Employer shall, for a period of seven (7) calendar days, post notice of the vacancy at work sites within the

Electrical Division and in the Human Resources Department and shall coincidentally provide the Union with a copy of the notice. 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 Leave of Absence

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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 Access to City Operations

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

11.15 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 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 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 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 10 calendar days of being referred to the immediate supervisor, the aggrieved employee, the Shop Steward or the Union representative shall, within a further 10 calendar days, give in writing full particulars of the grievance to the City Engineer.
- (c) If the alleged grievance is not settled within 10 calendar days of being referred to the City Engineer, the matter shall, within a further 10 calendar days, be

referred to the City Manager who shall arrange for meetings with the Union within 10 calendar days from receipt of such request.

- (d) If the alleged grievance is not settled within 10 calendar days of the meeting with the City Manager, then within a further 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 Director of 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 Director of Human Resources and the Union within 10 calendar days of being submitted in writing, such matter may, within a further 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 10 calendar days of being referred to the City Manager then, within a further 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 3 persons, 1 (one) to be chosen by each party and the third, who shall be chairperson, to be selected by the 2 (two) so appointed. The representatives of the parties concerned must meet within 10 calendar days of appointment and are allowed a further 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

Effective 2005 February 10, 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.

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, linemen, wiremen 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 21.

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. APPRENTICES

- (a) It is understood and agreed between the Union and the Employer that if the Employer and the Union agree to institute an apprenticeship program during the currency of this Agreement, the rates of pay applicable to such apprentices shall be as set forth in Schedule "A" attached to this Agreement;
- (b) When apprentices have successfully completed their apprenticeship they shall work as helpers or as a last term apprentice with no change in rate until a Journeyman's position becomes vacant;
- (c) When the apprentice is assigned to temporarily fill a journeyman's position on summer relief or during periods of illness, the apprentice will be paid the journeyman's rate of wages; and
- (d) Two years' seniority shall be awarded to apprentices who have successfully completed their apprenticeship and said seniority to be calculated from the date they are promoted to a permanent journeyman's position. In addition thereto will be any time spent in temporary journeyman relief as covered in Clause 20(c).

21. LAYOFF AND RECALL

In the event of a conflict between this Clause 21 and any other provision of the Agreement, this Clause shall apply.

For the purpose of this Clause 21, 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 journeymen 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 21, 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 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 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 21:

- (i) Laid off employees shall be eligible for recall for a period of 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 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 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 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 21.

(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 21:

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

22. 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 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.

23. NEGOTIATIONS

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

24. SCHEDULES

Schedules "A", "B", "C", "D", "E" and "F" 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:)
))
))
"Larry Campbell")
_____))
Mayor)
))
))
"Syd Baxter")
_____))
City Clerk)

SEALED with the Corporate Seal of LOCAL 213)
OF THE INTERNATIONAL BROTHERHOOD OF)
ELECTRICAL WORKERS:)
))
))
"R. Dowling")
_____))
Business Manager)
))
))
"M. Flynn")
_____))
Assistant Business Manager)

APPROVED by City Council Resolution on 2005 February 01.

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)

2003 JANUARY 01 TO 2006 DECEMBER 31

KEY: A - 2003 January 01 – 2003 December 31
B - 2004 January 01 – 2004 December 31
C - 2005 January 01 – 2006 March 31
D - 2006 April 01 – 2006 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	31.67	2,375.25
		B	32.46	2,434.50
		C	33.28	2,496.00
		D	34.28	2,571.00
2361	Leadhand##	A	30.23	2,267.25
		B	30.99	2,324.25
		C	31.76	2,382.00
		D	32.72	2,454.00
8301	Trades – Line**	A	28.79	2,159.25
		B	29.51	2,213.25
		C	30.25	2,268.75
		D	31.16	2,337.00
2411	Trades – Electrician**	A	28.79	2,159.25
		B	29.51	2,213.25
		C	30.25	2,268.75
		D	31.16	2,337.00

SCHEDULE "A" (cont'd)

KEY: A - 2003 January 01 – 2003 December 31
 B - 2004 January – 2004 December 31
 C - 2005 January 01 – 2006 March 31
 D - 2006 April 01 – 2006 December 31 ♦

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>
2432	Helper – First Year	A	21.20	1,590.00
		B	21.73	1,629.75
		C	22.27	1,670.25
		D	22.94	1,720.50
2432	Helper – Second Year	A	23.62	1,771.50
		B	24.21	1,815.75
		C	24.82	1,861.50
		D	25.56	1,917.00
0785	Electronic Technician*	A	28.79	2,159.25
		B	29.51	2,213.25
		C	30.25	2,268.75
		D	31.16	2,337.00
Apprentices:				
1 st Term – 40% of Trades rate		A	11.52	864.00
		B	11.80	885.00
		C	12.10	907.50
		D	12.46	934.50
2 nd Term – 50% of Trades rate		A	14.40	1,080.00
		B	14.76	1,107.00
		C	15.13	1,134.75
		D	15.58	1,168.50
3 rd Term – 60% of Trades rate		A	17.27	1,295.25
		B	17.71	1,328.25
		C	18.15	1,361.25
		D	18.70	1,402.50

SCHEDULE "A" (cont'd)

KEY: A - 2003 January 01 – 2003 December 31
 B - 2004 January – 2004 December 31
 C - 2005 January 01 – 2006 March 31
 D - 2006 April 01 – 2006 December 31 ♦

<u>Class No.</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>	<u>Bi-weekly Rate</u>
4 th Term – 65% of Trades rate		A	18.71	1,403.25
		B	19.18	1,438.50
		C	19.66	1,474.50
		D	20.25	1,518.75
5 th Term – 70% of Trades rate		A	20.15	1,511.25
		B	20.66	1,549.50
		C	21.18	1,588.50
		D	21.81	1,635.75
6 th Term – 75% of Trades rate		A	21.59	1,619.25
		B	22.13	1,659.75
		C	22.69	1,701.75
		D	23.37	1,752.75
7 th Term – 80% of Trades rate		A	23.03	1,727.25
		B	23.61	1,770.75
		C	24.20	1,815.00
		D	24.93	1,869.75
8 th Term – 85% of Trades rate		A	24.47	1,835.25
		B	25.08	1,881.00
		C	25.71	1,928.25
		D	26.49	1,986.75

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 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 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 Journeyman rate.
- ## The Leadhand rate of pay is indexed at 105% of the Journeyman rate.
- ◆ 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 2005 January 05:

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"CLASSIFICATION AND DUTIES OF STAFF
DEFINITIONS AND JURISDICTIONCREW1. 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 4 or less other Trades employees, helpers or apprentices, or not more than 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 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 650 volts to ground or a direct current potential exceeding 300 volts to ground. The ratio of apprentices shall not exceed 1 (one) to 4 Trades employees in any 1 (one) 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 1 (one) 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.

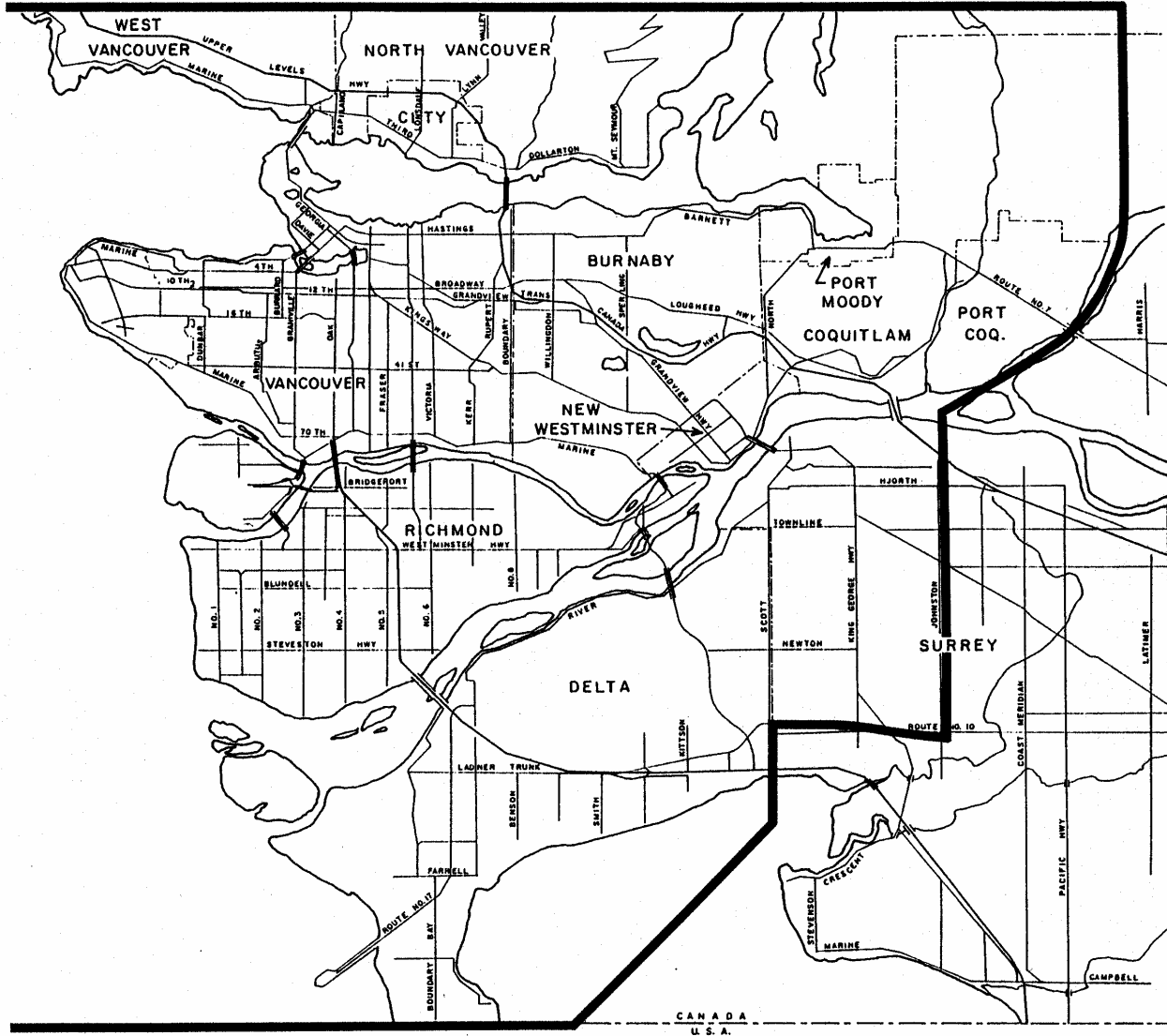
7. Electronic Technician

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 2 (two) employees for either technical or safety reasons, 2 (two) 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"



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 "D"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 "E"

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).
- (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. Process Control Group

- (a) Employees working in the Process Control group shall be included in calculating the limit of fifteen (15) described in paragraph 1(b) and such employees shall work shifts within the Process Control group as required without regard to paragraphs 1 and 2 above.

- (b) Where operationally feasible the Employer may include qualified employees from the Process Control group in the relief schedule prepared under paragraph 2(b).

4. 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 "F"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 except for employees working on regular rotating shifts. The balance of Clause 9.3 shall continue to apply.

1. The Employer will identify five (5) days each year for each employee that must be included in their special leave of absence request. The five (5) 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 twelve (12) days shall be requested by the employees provided that they may not be scheduled during the period of June 1st to September 30th, 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 1st to September 30th period where the percentage shall be twenty-five percent (25%).
3. The Employer will identify the five (5) days no later than October 1st annually for the following year. The employees shall submit their requests for special leave no later than November 15th annually. Employees may elect not to pre-schedule a maximum of five (5) of their remaining twelve (12) 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.