

2023 - 2026  
COLLECTIVE AGREEMENT

between

**THE CITY OF VANCOUVER**

and

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

2023-2026

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between the  
CITY OF VANCOUVER  
and  
LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(INSPECTORS AND TECHNICIANS)

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THIS AGREEMENT made as of 2024 July 17, 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 Development, Buildings and Licensing 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 four (4) years with effect from January 1, 2023 to December 31, 2026, 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 thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues, in accordance with the Constitution of the International Brotherhood of Electrical Workers and the 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 Department Head.

#### 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 (1<sup>st</sup>) 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 (1½) the regular rate of pay for the first two (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 two (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 5(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 31st 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 31st 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.

(e) Cost Recovery

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

## 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 one (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 three (3) hours (the minimum includes one (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 three (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 three (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 one (1) hour at double the employee's regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the employee's regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) When an employee is contacted for assistance and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for the actual time worked, with a minimum of one (1) hour. Any subsequent contact that occurs within one (1) hour of the first call shall not result in any additional payments. A telephone call that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay. An employee shall not be eligible for this form of callout should a return to the worksite (Callout, Clause 5.2(a) above) result from the issue being discussed.

## 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 (1<sup>st</sup>) calendar year of the service or part thereof--on the basis of one-twelfth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31st;
- (b) During the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service – fifteen (15) working days;

- (c) During the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service – twenty (20) working days;
- (d) During the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service – twenty-five (25) working days;
- (e) During the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service – thirty (30) working days;

PROVIDED THAT

- (f) "calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive;
- (g) Employees leaving the service in less than twelve (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 twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination;
- (i) Upon hiring, an employee may be started at any level on the vacation schedule set out above at the discretion of the Chief Human Resources Officer or designate. New employees who receive recognition for service under this provision will not receive recognition in other areas, such as but not limited to seniority or length of service and will not receive further recognition for future vacation entitlements as described in the Collective Agreement.
- (j) In all cases of terminations of service for any reason, other than death, adjustment will be made for any overpayment of vacation;
- (k) 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 ( $\frac{1}{2}$ ) of the usual annual vacation;
  - if retiring April 1st or later, they receive the full annual vacation;
- (l)
  - (i) An employee who is entitled to annual vacation as provided for in Clause 6.1(d) may opt to defer the taking of not more than one (1) week of such annual vacation in any year;
  - (ii) An employee who is entitled to annual vacation as provided for in Clause 6.1(e) may opt to defer the taking of not more than two (2) weeks of such annual vacation in any year.

PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 6.1(l) shall be four (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(l) a week means five (5) working days. When an employee's deferred vacation bank reaches the maximum and the employee has unused vacation in a calendar year, the Employer may, at its discretion pay out the unused vacation for that year.

(m) 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 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.

In each calendar year, an employee may request a single payment for previously earned deferred vacation, early retirement, or public holiday banks upon completion of three (3) years continuous service. Requests must be made to the Department Head or designate by August 31st of each calendar year. Payment of requests will occur after August 31st of each calendar year.

## 6.2 Supplementary Vacation

In addition to the annual vacation entitlement under Clause 6.1, each employee shall be entitled to five (5) working days of supplementary vacation upon commencing the eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) or forty-sixth (46<sup>th</sup>) 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 five (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 (1<sup>st</sup>) 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, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, 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 two (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 one and one-half (1½) 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 COVERAGE

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 Extended Health Care Plan

- (a) All Regular Full-Time Employees shall, effective the first (1<sup>st</sup>) day of the month following date of hire, be entitled to be insured under the Extended Health Care Plan with the Employer paying one hundred percent (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) eye exams to a maximum payable of one hundred twenty five dollars (\$125.00) per person every twenty-four (24) month period;
  - (ii) vision care including coverage for laser eye surgery to a maximum payable of six hundred fifty dollars (\$650.00) per person, per twenty-four (24) month period;
  - (ii) hearing aids to a maximum payable of seven hundred dollars (\$700.00) per person in a five (5) calendar year period;
  - (iii) orthopedic shoes to a maximum payable of four hundred dollars (\$400.00) for adults / two hundred dollars (\$200.00) for children in a calendar year and orthotics to a maximum payable of three hundred dollars (\$300.00) every five (5) years;
  - (iv) diabetic equipment and supplies, ostomy supplies;
  - (v) clinical psychologist services - one thousand two hundred dollars (\$1,200.00) maximum payable per person in a calendar year;
  - (vi) chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of six hundred dollars (\$600.00) per calendar year; podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year; and

acupuncture treatments to a maximum of two hundred fifty dollars (\$250.00) per calendar year;

Effective January 1, 2025:

chiropractor and naturopath services to a combined maximum of seven hundred dollars (\$700.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of one thousand dollars (\$1,000.00) per calendar year; podiatrist services to a maximum of three hundred fifty (\$350.00) per calendar year; and acupuncture treatments to a maximum of two hundred fifty dollars (\$250.00) per calendar year;

- (viii) oral contraceptives and contraceptive devices;
  - (ix) Fertility treatment to a lifetime maximum per person of three thousand dollars (\$3,000.00);
  - (x) dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program;
  - (xi) in cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription;
- (b) The EHB lifetime maximum coverage under this Plan shall be two million dollars (\$2,000,000) per person. The Plan has an annual deductible of one hundred dollars (\$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 effective the first (1<sup>st</sup>) day of the month following date of hire which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees;
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of three thousand dollars (\$3,000) for dependent children and adults as defined by the Plan.

- (d) The premiums for the dental plan shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (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 Extended Health, and Dental benefits.

### 7.4 Group Life Insurance

- (a) The Group Life Insurance coverage for all Regular Full-Time Employees effective the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full pay period worked following date of hire and all those Temporary Full Time employees who have completed one (1) year of service shall be calculated on the basis of one thousand five hundred dollars (\$1,500) of insurance for each one thousand dollars (\$1,000.00) of gross basic annual salary, which salary shall be computed to the next highest one thousand dollars (\$1,000.00). The average total premium for such insurance shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee to the date of the employee's retirement, or the day before the employee reaches age seventy (70), whichever occurs first. Employees who retired on pension prior to 2000 January 11 shall be entitled to a reduced insurance coverage of one thousand dollars (\$1,000.00), the cost of which shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (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). An employee electing such coverage shall pay one hundred percent (100%) of the premiums for the optional coverage and such coverage will not be extended beyond the age of sixty-nine (69).

### 7.5 Sick Leave, Gratuity Plan and WorkSafeBC

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

(a). Sick Leave

(i) Sick Pay Plan

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

- (1) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (2) 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.
- (3) 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.
- (4) When Sick Leave is earned for a period of less than six (6) 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.
- (5) Sick Leave may be accumulated to a maximum of two hundred sixty-one (261) working days.
- (6) 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 WorkSafeBC payments.

Deductions shall be made if the injury is not covered by WorkSafeBC solely because time absent is less than the qualifying period. Note: See Clause 7.5 b(ii) 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 (2) hours.

- (7) Full sick leave credits will be given for absence in the following circumstances:
  - (a) Accident on job (WorkSafeBC case)
  - (b) Leave due to illness, either with or without pay.
- (8) 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.
- (9) 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.

(ii) 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.

(iii) 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 is entitlement to receive WorkSafeBC benefits, and for which a third party may be responsible;

- (1) As a condition of benefit entitlement, an employee must sign a reimbursement agreement with the Employer consistent with the collective agreement and this clause within twenty-one (21) calendar days from the date the request is received by the Employee.
- (2) The employee must immediately advise the third party of the City's subrogation rights and provide a copy of this Article to the third party.
- (3) The employee must submit, as part of any claim, a request for a sum in respect of all lost wages.
- (4) If the employee's claim in respect of lost wages is successful through a negotiated settlement or court award, the employee shall be obliged to reimburse the City the amount received for lost wages from the third-party or the actual sick leave benefit received, whichever is lesser.

Upon reimbursement to the Employer of the monies obliged under sub-clause (4) above, the Employer shall credit the employee with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

(b) Gratuity Plan

(i) How Accumulated

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

(ii) Deduction

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.

(iii) Establishment

(1) 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.

(2) 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 Full Time employees commence accumulating after one (1) year of service.

(iv) 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. 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 or designate.

(v) Payment in Cash

In each calendar year, an employee may request a single payment for gratuity days accumulated, upon completion of three (3) years' continuous service. Requests must be made to the Department Head or designate by August 31st of each calendar year. Payment of requests will occur after August 31st of each calendar year.

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.

(vi) 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 Chief Human Resources Officer 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.

- (vii) The Union agrees that the employee share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

(c) WorkSafeBC

- (i) 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.
- (ii) 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 7.5(c)(iii).
- (iii) Salaried employees under WorkSafeBC 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 WorkSafeBC cheque for the full period.
- (iv) Employees receiving WorkSafeBC Allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall not be covered by this provision. Such employees shall receive the WorkSafeBC cheque only.

(d) Family Illness

Where no one other than the employee can provide for the needs of an immediate

member of the employee's family (spouse, child, parent) during an illness, or the immediate family member is hospitalized and remains in hospital, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) 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 (VESP) under which the Employer contributes one and one-half per cent (1.5%) of salary and the employee is deducted the same amount.

An employee who is participating in the 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 WorkSafeBC, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a).

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

Where an employee has, prior to retirement, paid the full cost of extending their pensionable service by purchasing time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service, the Employer shall, upon the employee's retirement, reimburse the employee for one-half ( $\frac{1}{2}$ ) of the costs previously paid by the employee provided the employee has reached the minimum retirement age. This provision is subject to the provisions of the Municipal Pension Plan and the maximum period of time that the Employer will cost share with the employee is twelve (12) months.

#### 7.9 Maternity and Parental Leave

##### (a) Length of Leave

###### (i) Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

###### (ii) Non-Birth Parent

An employee who is not entitled to leave under clause 7.9(a)(i) and is a birth or adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall commence the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

## (iii) Extensions – Special Circumstances

An employee shall be entitled to extend the maternity or parental leave by up to an additional six (6) consecutive weeks' leave without pay where:

- (1) A physician certifies the employee as unable to return to work for medical reasons related to the birth; or
- (2) The child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

## (b) Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (iii) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (iv) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (v) Were a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

## (c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

## (d) Sick Leave

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph d(i), an employee on maternity leave or parental leave who has notified the Department Head or designate of their intention to return to work pursuant to paragraph b(iii) and who subsequently suffers any illness

or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (i) Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (ii) Pension contributions will cease during the period of the leave, unless the employee makes arrangements to purchase service for the period of leave pursuant to the provisions of the Municipal Pension Plan Rules.

(f) Supplementary Employment Insurance Benefits (SEIB)

- (i) A birth parent who is entitled to maternity leave and who has applied for and is in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. The Employer shall provide SEIB information to eligible applicants who request maternity leave.
- (ii) Subject to the approval of the Employment Insurance Commission, birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) 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, or as provided for in (ii) above.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings. SEIB is paid for the first seventeen (17) weeks of maternity leave which includes the Employment insurance waiting period.
- (v) 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.
- (vi) 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.

#### 7.10 General Leave of Absence

- (a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

(b) Effect of Leave of Absence on Seniority

Employee seniority date shall not be adjusted for periods of approved unpaid leave of absence of less than twelve (12) months.

(c) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth ( $\frac{1}{12}$ ) of the vacation allowance to the nearest half ( $\frac{1}{2}$ ) day for each excess month or portion of a month greater than one-half ( $\frac{1}{2}$ ).

(d) Leave for Writing Examinations

It is the Policy of the Employer to grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with municipal duties.

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

- (i) That obtaining High School graduation be the obligation of the employee and leave of absence with pay to write examinations at or below this level not be granted.
- (ii) That leave of absence with pay, (limited to two (2) attempts at any subject or course year) be granted to employees, upon application, to write examinations.
- (1) First Year University standard in the subjects of Mathematics and English.

- (2) The Engineers and Geoscientists BC and the Association of British Columbia Land Surveyors.
  - (3) Any other professional groups having comparable studentship or examination system to Engineers and Geoscientists BC and the Association of British Columbia Land Surveyors, providing such professional training is applicable to municipal work.
  - (4) The Municipal Administration Course, whether or not the Employer pays the course fees.
  - (5) Any course which has been approved by the Employer and for which the Employer pays the course fees.
- (iii) That the Employer will consider on an individual basis, other requests, and will decide on the basis of whether or not the course is of direct value to the Employer.
  - (iv) That employees who write examinations that are not subject to time off with pay be allowed, subject to operational requirements, to use current vacation entitlement, any banked time or, in the absence of the foregoing, leave of absence without pay, if they so request.

(e) Authorization for Exact Period

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

(f) Effect of Leave of Absence on Increment Dates

Leaves of absence of one-half ( $\frac{1}{2}$ ) month or more shall cause postponement of increments, according to period of leave.

(g) Election Leave

Where an employee is a candidate in a federal or provincial election or an election for a municipal council or a related board they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election.

When an employee is elected to a government public office outside the City of Vancouver or Vancouver Park Board, the employee may be granted leave of absence without pay for a period of up to one (1) year, and such leave may be extended each year on request during the employee's first term of office. If the employee is elected to office with the City of Vancouver or Vancouver Park Board, the employee will resign.

Employees returning from a leave of absence following an election campaign shall return to their previous position. Employees returning from a leave of absence following their first term in office shall return to any vacancy at or below their previous pay grade for which they are qualified. Paragraphs (b), (c) and (e) above shall apply to such leaves.

#### 7.11 Indigenous Spiritual or Ceremonial Leave

Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant the leave. The employee will identify in writing the spiritual/ceremonial event, the customary practice involved, the employee's role in the event, and the duration of the event.

The first day of up to three (3) separate leaves per year shall be paid. Any unpaid time may be addressed by accessing earned banks, vacation or leave without pay.

#### 7.12 Safety Work Boots

Regular Full-Time Employees, who are required to wear safety work boots in accordance with WorkSafeBC regulations, shall be paid an allowance of seventy-five dollars (\$75.00) annually to be put towards the purchase of CSA approved boots. This allowance shall be paid annually in November.

Effective January 1, 2025:

Regular Full-Time Employees, who are required to wear safety work boots in accordance with WorkSafeBC regulations, shall be paid an allowance of one hundred dollars (\$100.00) annually to be put towards the purchase of CSA approved boots. This allowance shall be paid annually in November.

*Effective January 1, 2025, the Employer will cease its practice of allowing payroll reimbursements to third party providers (eg: The Boot Truck) for boots and/or footwear.*

## 8. WORKING CONDITIONS

### 8.1 Hours of Work

#### (a) Standard Hours of Work

- (i) The standard hours of work of employees shall be seven (7) continuous hours of work occurring between the hours of 7:00 a.m. and 7:00 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.
- (ii) The standard hours of work of employees shall normally be scheduled between 7:00 a.m. and 4:00 p.m.

- (iii) The Department Head of each business unit (or exempt designate) shall determine the start time for an employee's standard hours, within the 7:00 a.m. to 7:00 p.m., Monday to Friday period.
- (iv) The standard hours of work of employees in the classification of Electrical Technician I shall be seven (7) continuous hours of work occurring between the hours of 7:00 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-half ( $\frac{1}{2}$ ) hour unpaid lunch break and inclusive of two (2) ten (10) minute paid rest periods.
- (v) The unpaid lunch break may be set at thirty (30) minutes or extended to sixty (60) minutes where;
  - (1) the employee requests and the Employer determines it to be operationally feasible; or
  - (2) the Employer determines it to be operationally required.

(b). Non-Standard Hours of Work

- (i) 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 (6) or seven (7) 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.

- (ii) The Department Head of each business unit (or exempt designate) may vary the employee's start time by one-half ( $\frac{1}{2}$ ) 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 Department Head (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

- (i) Where the Department Head (or exempt designate) adjusts an employee's start time pursuant to Clause 8.1(a) 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.

Where the adjustments are on an ongoing basis or in excess of five (5) shifts, and the adjustments impact one (1) or several employees within a particular classification and work group, the adjusted schedule will be first offered in order of seniority to employees in the classification and work group who are qualified and able to perform the work and, if no employees volunteer, assigned to those employees in reverse order of seniority.

- (ii) Where the Department Head (or exempt designate) intends to alter an existing employee's hours of work beyond those permitted in 8.1(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.
- (iii) 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 Earned Days Off (EDO), a nine (9) day fortnight, a four (4) 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 or convert existing vacant positions to non-standard hours, the Employer further agrees that:

- (i) the Union will be provided with up to fifteen (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;
- (ii) 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 (5) 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 (1) 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 at least seven (7) days on the Employer's website.
- (b) The procedure in Clause 8.2(a) shall apply for temporary positions which are expected to exceed six (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 six (6) months to ascertain whether permanency is indicated in which case the position will be posted in the usual way.
- (d) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information and will be compliant with this Collective Agreement.

- (i) nature of position;
- (ii) position will be posted internally and externally;
- (iii) required qualifications, knowledge, education and skills;
- (iv) wage or salary rate or range;
- (v) shifts (if any);
- (vi) anticipated length of any temporary assignment, if posted; and
- (vii) a statement that the position falls within the jurisdiction of IBEW Local 213.

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, bargaining unit seniority 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 six (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.

Where internal and external applicants are considered equally qualified in terms of their skill, knowledge and ability, preference will go to the internal applicant.

- (c) Pay Rates Upon Promotion

The following provisions respecting pay rates shall apply to an employee on promotion:

- (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first (1<sup>st</sup>) step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.
- (ii) When an employee is promoted to a position the pay range of which overlaps that of the former position, the rate of pay shall be one (1) step above the employee's present rate.

#### 8.4 Probationary Period

- (a) Upon appointment, Regular Full-Time employees shall be placed in a probationary capacity until the completion of one (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) New Temporary Full-Time employees shall be placed in a probationary capacity until the completion of nine hundred and thirteen (913) hours worked. 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.

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 continued employment.

- (d) 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.
- (e) 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 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason, the Employer may lay off Employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off according to 8.5(b).
- (b) Where the employer determines that two (2) or more employees within the same classification and work group are performing substantially similar work and where the Employer intends to issue layoff notice to one (1) or more employees within that group, layoff notices will be issued in reverse order of seniority provided the remaining employees have the qualifications and the ability to perform any required work.
- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer and subject to the provisions of the Vancouver Charter, the Employer shall give to the Employees concerned not less than ten (10) days' prior written notice of any lay-off under this clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second (2<sup>nd</sup>) business day next following the date of such mailing. If an employee to whom notice of lay-off is given under this clause has not been given the opportunity to work for at least ten (10) days of the period of such notice, the employee shall be paid for those days for which work was not made available to such employee.
- (d) Employees who are subject to a lay-off under Clause 8.5(a) may exercise their seniority in the bargaining unit by displacing (bumping) the least senior employee within their classification which they are, in the opinion of the Employer, qualified to perform.

- (e) If there are no junior positions within the same classification into which an affected employee may successfully bump, such an employee may exercise their seniority to bump the least senior employee in another classification at or below their pay rate, which they are, in the opinion of the Employer, qualified to perform.
- (f) Employees must exercise their rights under Clause 8.5(d) not later than ten (10) days following the receipt of notice of lay-off given pursuant to Clause 8.5(c). Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off.
- (g) Where the Employer intends a major lay-off of Employees it shall give to the Union and those employees who will be affected by the lay-off at least sixty (60) calendar days' prior written notice thereof. For the purposes of this Clause 8.5(g) the words "major lay-off" mean a ten percent (10%) or more reduction in the work force within the bargaining unit covered by this agreement due to a reduction in the budget of the Employer.
- (h) An assessment period of three (3) months will apply to employees in new positions to confirm their ability to perform the job. If the Employer can demonstrate that the employee has not been successful in the assessment period, it will again provide to the employee access to the process described above.
- (i) No Employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory lay-off for a period not exceeding one (1) year or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

## 8.6 Recall

In recalling employees (other than probationary employees and Temporary Full Time employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them;
- (b) No new employees shall be hired following a lay-off until those employees who were laid off have been given a reasonable opportunity of recall as follows:
  - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the bargaining unit and the employees shall be recalled by the Employer in such order provided that they respond within seventy-two (72) hours of the initial attempt of the Employer to contact them;
  - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;

- (iii) an employee who does not respond within seventy-two (72) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this clause notwithstanding the employee's seniority in the bargaining unit;
- (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the Chief Human Resources Officer (CHRO) may approve, which approval shall not be unreasonably withheld;
- (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the CHRO informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this clause by attempting to contact the employee at the employee's last known address on the Employer's records;
- (vi) an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of one (1) year; and
- (vii) the offer of temporary and/or auxiliary assignments to Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

#### 8.7 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.

#### 8.8 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.

#### 8.9 Temporary Full-Time Employees

- (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) Step 1
  - (i) An employee with a complaint shall raise it with their immediate Supervisor or the Supervisor who is directly responsible for the decision giving rise to the complaint. This will be done by the employee or Union Representative notifying the Supervisor within twenty-one (21) calendar days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, whichever is later.
  - (ii) A meeting shall be held within fourteen (14) calendar days of the date on which the Supervisor is advised of the complaint. If this is not possible, the complaint may be

referred to Step 2 of the formal grievance procedure. The purpose of this meeting is to review the circumstances giving rise to the incident, and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. At the option of the employee, a Union Representative may be present at the meeting.

- (iii) If the employee is not satisfied with the Supervisor's response or if the Supervisor does not respond within seven (7) calendar days of the meeting, the Union Representative may choose to advance the complaint to Step 2 of the formal grievance procedure.

(b) Step 2

- (i) A Union Representative may file a grievance by notifying the Department Head or designate in writing or by e-mail, followed up in writing, and copied to the Chief Human Resources Officer (CHRO) and an IBEW Local 213 Business Office Representative within fourteen (14) calendar days of the date the response from the Supervisor was given or due. The grievance must specify the nature of the issue, the alleged violation of the Collective Agreement and the remedy sought.
- (ii) A grievance meeting will be held with the Department Head or designate within twenty-one (21) calendar days of the Union Representative filing the grievance. If the Department Head or designate is unable to meet within twenty-one (21) calendar days, the Union has fourteen (14) calendar days from the date the meeting should have been held to refer the matter to Step 3.
- (iii) The Department Head or designate will respond in writing within fourteen (14) calendar days of the meeting.
- (iv) If the grievance is not resolved at Step 2, or the Department Head or designate does not respond within fourteen (14) calendar days of the meeting, the Union may refer the grievance to Step 3.

(c) Step 3

- (i) A Union Representative may advance the grievance to Step 3 by notifying the CHRO within fourteen (14) calendar days of the date the Step 2 response was received or was due.
- (ii) Upon receiving the notice that the grievance has been referred to Step 3, the CHRO or designate and the Union shall make every reasonable effort to meet within twenty-one (21) calendar days of the Union Representative advancing the grievance to Step 3.
- (iii) The CHRO or designate will respond in writing within twenty-one (21) calendar days of the meeting.
- (iv) If the grievance is not resolved at Step 3, the Union may advance the grievance to arbitration by advising the CHRO in writing within twenty-eight (28) calendar days of the date of the Step 3 response.

- (d) The time limits set out in paragraphs (a), (b), and (c) above may be extended by mutual agreement between the parties.

## 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 CHRO at step (c) of Section 10.1.

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

## 10.3 Arbitration

An Arbitrator shall be chosen by the parties. The decision of the Arbitrator shall be final and binding on both parties. Each party shall bear and shall pay one-half (½) the expenses of the Arbitrator.

## 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 10.1. If the employee is found by an Arbitrator appointed under the provisions of Clause 10.3 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Arbitrator 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 Arbitrator 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 an Arbitrator 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 (2) parties to this Agreement.

- (a) Where the Employer introduces, or intends to introduce, a technological change, that:
- (i) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
  - (ii) 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 Arbitrator under paragraph 10.3 of this Agreement, by- passing all other steps in the grievance procedure.
- (b) The Arbitrator 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 Arbitrator
- (i) shall inform the Minister of Labour of its finding; and
  - (ii) may then or later make any one or more of the following orders:
    - (1) 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;
    - (2) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitrator considers appropriate;
    - (3) that the Employer reinstate any employee displaced by reason of the technological change;
    - (4) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitrator considers reasonable.
- (c) The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:
- (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
  - (ii) 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 Indigenous and racialized people, persons with disabilities, women and gender-diverse people in gaining entry into employment and which will provide opportunities for advancement.

### 13. STUDENT AND GRANT EMPLOYMENT

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 (1) 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 (1) 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 (1) 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 (1) of Pay Grade 9.
- (e) Grant Employees shall be paid the higher of the grant rate or step one (1) 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

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:

\_\_\_\_\_  
"Ken Sim"  
Mayor

\_\_\_\_\_  
April 28, 2025  
Date

\_\_\_\_\_  
"Katrina Leckovic"  
City Clerk

\_\_\_\_\_  
April 23, 2025  
Date

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

\_\_\_\_\_  
"Jim Lofty"  
Business Manager

\_\_\_\_\_  
April 7, 2025  
Date

\_\_\_\_\_  
"Jeff Self"  
Assistant Business Manager

\_\_\_\_\_  
April 7, 2025  
Date

APPROVED by City Council Resolution on 2024 July 23

SCHEDULE "A" – Rates of Pay

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

RATES OF PAY FOR ELECTRICAL INSPECTORS AND TECHNICIANS

Effective 2023 January 1 – 2026 December 31

Key: A – 2023 January 01  
B – 2024 January 01  
C – 2025 January 01  
D – 2026 January 01

Class Title	Effective Date	Steps:				
		1	2	3	4	5
Electrical Inspector I	<b>A</b>	-	-	49.71	51.84	54.11
	<b>B</b>	-	-	51.70	53.91	56.27
	<b>C</b>	-	-	53.51	55.80	58.24
	<b>D</b>	-	-	55.12	57.47	59.99
Electrical Inspector II	<b>A</b>	-	-	54.11	56.40	58.78
Electrical Plan Checker	<b>B</b>	-	-	56.27	58.66	61.13
	<b>C</b>	-	-	58.24	60.71	63.27
	<b>D</b>	-	-	59.99	62.53	65.17
Electrical Technician I	<b>A</b>	43.20	45.05	47.11	49.05	51.16
	<b>B</b>	44.93	46.85	48.99	51.01	53.21
	<b>C</b>	46.50	48.49	50.70	52.80	55.07
	<b>D</b>	47.90	49.94	52.22	54.38	56.72
Electrical Technician II	<b>A</b>	54.11	56.40	54.11	56.40	58.78
	<b>B</b>	56.27	58.66	56.27	58.66	61.13
	<b>C</b>	58.24	60.71	58.24	60.71	63.27
	<b>D</b>	59.99	62.53	59.99	62.53	65.17

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:

hourly rate x bi-weekly hours = bi-weekly rate (taken to two (2) decimal places)

bi-weekly rate x 26.089  
12 = monthly rate (taken to the nearest dollar)

### SCHEDULE "B" Supplementary Vacation

This is the Schedule referred to in Article 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 five (5) days are credited.

Example:

An employee hired in 1997 is in their eleventh (11<sup>th</sup>) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

\*The working day entitlement is based upon a five (5)-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2020 TO 2029 BY YEAR HIRED

YEAR HIRED	ENTITLEMENT YEAR									
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2025	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2024	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2023	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2022	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2021	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2020	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2019	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2018	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2017	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2016	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2015	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2014	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2013	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2012	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2011	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2010	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2009	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2008	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2007	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
2006	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
2005	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
2004	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
2003	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
2002	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
2001	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
2000	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1999	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1998	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1997	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1996	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1995	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1994	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1993	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1992	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1991	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1990	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1989	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1988	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1987	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1986	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-

SCHEDULE "C" – Earned Days Off (EDO)

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

EARNED DAYS OFF (EDO)

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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 for employees in the classification of Electrical Technician I, one-half (½) hour with two (2) ten (10) minute paid rest breaks, one occurring in the first half and one in the second half of the shift.
4. The additional time worked (thirty (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 Department Head (or exempt designate).

Employees required to work between Christmas and New Years shall be notified no later than December 1st 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 Department Head (or exempt designate).

5. The balance of the EDO days may be scheduled by the Department Head 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 (3) 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 Department Head (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.

SCHEDULE "C" (cont'd)

Page 2

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 seven point five two (7.52) hours.
9. An employee's annual vacation entitlement shall be converted to "working hours" based on a seven (7) hour day and credited to the employee. For example, an employee with three (3) weeks' vacation shall be entitled to one hundred five (105) hours of vacation time. Debiting for vacation taken shall be on the basis of seven point five two (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 an 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.

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 five (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 five (5) Day work week schedule)
less	<u>84.00</u>	Public Holiday Hours (seven (7) hours x twelve (12) Public Holidays)
	1742.25	Total Working Hours per Year
less	<u>6.00</u>	Lost Compensation for two (2) – ten (10) Minute Rest Periods x Eighteen (18) EDO Days
	1736.25	Total Actual Paid Working Hours per Year

Total Average Working Days per Year on EDO = 260.89 – twelve (12) (Public Holidays)  
– eighteen (18) (EDO Days) = 230.89 Days

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

$$\begin{aligned}
 \text{Length of EDO Work Day} &= \frac{\text{Total Actual Paid Working Hours per Year}}{\text{Total Average Working Days per Year on EDO}} \\
 &= \frac{1743.25}{230.89} \\
 &= \text{seven point five two (7.52) Hours per Day} \\
 &= \text{seven (7) Hours thirty one (31) Minutes}
 \end{aligned}$$

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

VACATION ENTITLEMENT CONVERSIONS

<b><u>Five (5) Day Week Schedule</u></b>	<b><u>Conversion</u></b>	<b><u>EDO Schedule</u></b>
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 – Hours of work – Evening or Early Morning Meetings,  
Extended Hours and Light Level Checks

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, Early Morning and Saturday Meetings

Employees whose job duties require them to: make presentations; collect and analyze information; or directly support senior managers; at City Council, Park Board, advisory panels or public consultation meetings may be required to attend early morning, evening or Saturday meetings.

These employees may be required to flex their hours between 7:00 a.m. and 10:00 p.m. on any two (2) 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.

These employees may be required once in a calendar month, and up to eight (8) days per year, to attend meetings on a Saturday. 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.

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

Page 2

Saturday schedules set unilaterally by the Employer shall include: two (2) contiguous days of rest (Sunday and Monday) on the weekend that a Saturday is worked; or three (3) contiguous days of rest (Friday, Saturday and Sunday) on the weekend immediately following the Saturday worked.

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 1st and February 28th or 29th inclusive; and between 7:00 a.m. and 9:00 p.m., Monday through Friday, March 1st to October 31st, inclusive.

Employees may be required, no more than once per month, and eight (8) days per year to flex their hours between 7:00 am and 1:00 am, Monday through Saturday. 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.

Saturday schedules set unilaterally by the Employer shall include: two (2) contiguous days of rest (Sunday and Monday) on the weekend that a Saturday is worked; or three (3) contiguous days of rest (Friday, Saturday and Sunday) on the weekend immediately following the Saturday worked.

3. Light Level Checks

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.

4. Permanent Shift

The provisions of this Letter of Understanding,  
“Hours of Work – Evening, Early Morning and Saturday Meetings  
– Extended hours  
– Light level checks”,

will not be used to create ongoing scheduled shifts. The foregoing shall not dilute or amend any other provisions in the collective agreement regarding how the Employer may set or amend the schedule or hours of work.

LETTER OF UNDERSTANDING  
HOURS OF WORK – EVENING OR EARLY MORNING MEETINGS etc. (cont'd)

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

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE

UNION: "Richard M. Scott"

"M. Flynn"

"D.H. Jackson"

"B. Wiens"

"Marilyn Clark"

This Letter of Understanding was amended by the 2012 - 2015 Memorandum of Settlement dated 2013 May 16.

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

LETTER OF UNDERSTANDING – Process to Change Hours of Work

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 who agree to an informal adjustment of hours will not be eligible for additional premiums provided for in the Collective Agreement for working outside normal hours. 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.
3. The Union shall not unreasonably withhold consent to the altered hours of work proposal.

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

4. Where the reason(s) for the change include a bona fide operational requirement that employees subject to this Agreement be available to support City operations staffed by employees represented by CUPE Local 15 or CUPE Local 1004, such bona fide operational requirement shall be presumed to constitute a reasonable justification and sufficient basis for implementation of the altered hours of work pursuant to this Letter of Understanding.
5. 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.
6. 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.
7. 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.
8. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
9. 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.
 

Ken Saunders	Judi Korbin	Julie Nichols
John McConchie	Chris Sullivan	
10. 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.
11. 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.
12. 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.

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

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"

This Letter of Understanding was amended by the 2012 - 2015 Memorandum of Settlement dated 2013 May 16.

This Letter of Understanding was amended by the 2016 - 2019 Memorandum of Settlement dated 2017 September 19.

LETTER OF UNDERSTANDING – Auto Allowance  
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: AUTO ALLOWANCE

1. Meeting:

Subsequent to the date of ratification of the current Collective Agreement, the Employer shall convene a meeting with a representative of the Department of Finance to review how the criteria for the annual car allowance stipend are determined by that Department. It is specifically understood that there is no requirement upon the Employer to adjust the level of this stipend; this remains a management right.

2. Notice:

The Employer agrees to give notice of its intent to make substantive changes to the auto allowance. The length of such notice shall be the lesser of two (2) years, or the date of expiry of the collective agreement.

Signed this \_\_\_21\_\_ day of \_\_Feb\_\_, 2014.

SIGNED ON BEHALF OF THE  
EMPLOYER:

“Kevin Jeske”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
UNION:

“Scott Ashton”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Letter of Understanding was renewed by the 2023 – 2026 Memorandum of Settlement dated 2024 July 17.

This Letter of Understanding was amended by the 2020 - 2021 Memorandum of Settlement dated 2022 February 25.

## LETTER OF UNDERSTANDING – Job Sharing

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

## JOB SHARING

The Employer and the Union agree that where a Regular Full-Time Employee wished to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

1. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- (a) A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the request including the hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Chief Human Resource Officer (CHRO) and the Union.
- (b) The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- (c) Where an employee's request is approved and results in an acceptable job sharing arrangement, the CHRO shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.
- (d) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph (c) above.
- (e) Where an employee's request is denied, the Union may request a meeting with the Department Head and CHRO to discuss the matter.

3. Duration

- (a) Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.

- (b) A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph 2(c). Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
- (c) Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in their position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

#### 4. Employee Status and Working Conditions

- (a) A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
- (b) The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:
  - (1) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (2) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (3) The employee's share of the premium payments for Health and Welfare benefits, such as Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph 4(b), except as otherwise stated, the following shall apply to Regular Full-Time Employees:

(1) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

(2) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

(3) Public Holidays

(a) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

(b) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

(c) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.

(d) Shared positions based on the compressed work week of four (4) days shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

(4) Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the

premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

Employer's share =  
 17.5 scheduled hours/35 normal full-time hours  
 x 75% (employer's portion of premium) = 37.5% of premium

(5) Sick Leave and Gratuity

For the period of the Job Sharing arrangement, the employee shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(6) VESP

The employee shall continue to be entitled to VESP on the basis of one and one half per cent (1½%) of the reduced earnings.

(7) Superannuation

Where an employee is contributing to superannuation and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward superannuation. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(8) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

5. Auxiliary and Regular Part-Time Employees

Auxiliary and/or Regular Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

6. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed this \_\_\_19 \_\_\_day of \_\_\_September \_\_, 2017.

SIGNED ON BEHALF OF THE  
EMPLOYER:

“Michael Neill”

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SIGNED ON BEHALF OF THE  
UNION:

“Lisa Langevin”

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