

January 1, 2020 to December 31, 2024

COLLECTIVE AGREEMENT

BETWEEN

CITY OF KELOWNA

-AND-

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213

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THIS AGREEMENT made and entered into on the 25th day of March 2021

Between

THE CITY OF KELOWNA  
(hereinafter called the "Employer")  
PARTY OF THE FIRST

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 213  
(hereinafter called the "Union")  
PARTY OF SECOND PART

### **ARTICLE 1: PURPOSE**

This Agreement is entered into for the purpose of promoting and continuing the harmonious relations between the City of Kelowna (hereinafter called the "Employer") and its employees represented by the Union, to establish settled conditions of employment, mutually agreeable hours of work and rates of pay, and to secure the prompt and equitable disposition of grievances.

### **ARTICLE 2: UNION RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole collective bargaining representative for all its employees who are classified and covered by this Agreement.
- 2.2 The Employer agrees that, should any matter affecting the relationship between the Employer and its employees covered by this Agreement arise during the life of the Agreement, it will, subject to the provisions of Article 6: Grievance Procedure, negotiate with the Union or any committee thereof with a view to reaching a peaceful and amicable settlement of such matter.
- 2.3 The Employer agrees to advise all present and future employees, including supervisory personnel, of the existence of this Agreement. The employer will make available to each employee a copy of this collective agreement.

### **ARTICLE 3: APPLICATION**

- 3.01 This Agreement shall cover and apply to all those employees whose jobs are listed in Article 30: Schedule of Wages and Classifications. Any new Classification agreed to by the parties shall also be covered by this agreement.

#### **ARTICLE 4: RIGHTS OF MANAGEMENT**

- 4.01 The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

#### **ARTICLE 5: UNION SECURITY**

- 5.01 All employees who, on the date of signing of this Agreement, are members of the union, or who thereafter may become members of the Union, shall, as a condition of continued employment, maintain membership in good standing in the Union.
- 5.02 The Employer shall, as a condition of continued employment, deduct from the wages of each such employee an amount equal to the monthly Union dues and/or assessments as specified by a vote of the membership. The Employer shall deduct an initiation fee in the amount specified by the Union for new members of the Union and will forward such deduction to the Union in the same manner.
- 5.03 Deductions shall be made on a bi-weekly basis and forwarded to the Union after each second pay period, accompanied by a list of names of all employees from whom the deductions were made.
- 5.04 If an employee works less than five days in a calendar month, the Employer shall not deduct their Union dues for that month. Paid days spent on vacation and paid statutory holidays shall, for the purpose of this Section, be considered as days worked.
- 5.05 The Company shall provide a bulletin board at the employee's headquarters upon which shop stewards may post and maintain Union publications and notices. Any dispute of appropriateness shall be referred to the Union's Assistant Business Manager and the Company's Human Resources Manager for discussion and resolution.

#### **ARTICLE 6: GRIEVANCE PROCEDURE**

- 6.01 "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operations, or any alleged violation thereof, including any question as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action. "Party", as used in this Article, shall mean the Union and it shall also mean the Employer. All grievances shall be finally and conclusively settled in a manner set out in this Article without slowdown or stoppage of work.

## 6.02 Employee Grievances

**Step 1** - The Shop Steward, with the employee or employees concerned in attendance, shall first seek to settle the grievance with the immediate supervisor of the employee or employees concerned.

**Step 2** - If a satisfactory settlement is not reached within three (3) days after a grievance was first discussed under Step 1, the grievance shall be submitted by the shop steward and the employee, in writing, to the aggrieved employee's Department Head, with a copy to the Human Relations Department.

Within five (5) days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance. The Union's Grievance Committee shall be appointed by the Union and may include the Assistant Business Manager or representative.

The Employer's Grievance Committee may be comprised of the Director, Manager, and the Supervisor of the affected Department, and Representatives of the Human Resources Department.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Grievor.

Upon request, the parties agree to provide the other with all the material information and documents under its control and direction relevant to the matter grieved and/or any resolution of the grievance.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceedings into that dispute.

## 6.03 Management Grievances

In the event of a management grievance a meeting will be convened in accordance with Step 2 of Article 6.02.

6.04 **Referral to Arbitration**

- (a) Failing satisfactory settlement within fifteen (15) days at Step 2 of the grievance procedure the Union may refer the dispute to a single arbitrator.
- (b) Each party shall bear half the cost of the arbitrator.

6.05 **Time Limits and Abandonment**

If a grievance is not submitted to Step 1 within 15 days after the occurrence of the matter which gave rise to the grievance then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance and/or arbitration procedure shall be at an end.

If a grievance is not resolved at Step 2, and the grievance is not advanced to arbitration within 14 days of the Union receiving the Employers response, then the grievance shall be abandoned and all rights of recourse to the grievance and/or arbitration procedure shall be at an end.

6.06 **Special Grievance - Dismissed or Suspended Employee**

A claim by an employee that they have been dismissed or suspended for other than proper cause, or that they have been laid off contrary to the provisions of this Agreement, shall be treated as a special grievance and Step 1 of Section 6.02 shall, in such instance, be omitted.

6.07 **Shop Steward**

The term "Shop Steward", as used in this Agreement shall mean an actively employed employee of the Employer who has been authorized by the Union to deal with grievances.

- 6.08 The Shop Steward shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose. Such permission shall not be unreasonably withheld.

6.09 **Representative of the International Brotherhood of Electrical Workers**

The Business Agent or other authorized representative of the Union may also be present and participate in the proceedings when grievances are being dealt with by the Municipal Administrator or person holding an equivalent position, or their authorized representative.

6.10 **Time Limits**

Time limits mentioned in this Article refer to clear business days and may only be extended by mutual agreement of the parties in writing.

## ARTICLE 7: HOURS OF WORK

- 7.01 The normal work day for employees shall consist of seven and one half (7 $\frac{1}{2}$ ) hours of work per day, between the hours of 6:00 a.m. and 4:00 p.m., Monday to Friday inclusive, except as may otherwise be mutually agreed upon from time to time when necessary to maintain service.
- 7.02 Notice of shift change will be provided to an employee prior to the conclusion of the shift on the day prior to the commencement of the new shift.
- 7.03 There shall be an unpaid meal interval of not more than one half (1/2) hour, generally between the hours of 12:00 noon and 12:30 p.m. Should the Employer and the Union desire a more precise definition of the said meal interval, it shall be set out in an addendum to this Agreement. Employees shall be provided two 15-minute nutrition breaks, one to be taken approximately midway between the start time of the shift and lunch and one to be taken approximately midway between lunch and the end of the shift.
- 7.04 The Employers will implement a principle providing for seventeen (17) days off with pay in each calendar year, including January 1 to December 31, in lieu of working a reduced work week, from 37% to 35 hours, all of which is subject to the following:
- (a) Each Employer will set out the criteria for taking the days off, which will so far as is practical be taken on Monday or Friday.
  - (b) Employees may be scheduled to work at straight time rates on not more than ten (10) designated days off in the calendar year and would receive an alternate paid day off in lieu. Employees required to work on their designated day off as stated above, shall be notified no later than the end of the last regular scheduled workday prior to the designated day off.
  - (c) Employees who are required to work on a designated Monday or Friday and who are not scheduled to work on that day, or employees required to work on the Friday or Monday off in lieu of a designated Monday or Friday, shall be paid in accordance with Article 8: Overtime.
  - (d) The procedure with respect to the scheduling of these days off will be for the individual Employer to present to a Union Committee the criteria as set out in (a) above, in which case the Union Committee will prepare a schedule of days off, including annual vacation, and present same to the Employer for the Employer's approval. After the scheduling has been approved by the Employer it cannot be changed by either party without an acceptable replacement being available. For example, it is the Employer's intent to maintain appropriate crew strength and, in the event, that an employee desires to change their scheduled time off, they must arrange for an acceptable replacement and obtain the Employer's approval before the replacement is made.
- 7.05 Hours attending training outside of or in excess of the employee's normal working hours will be paid at straight time. The City will consult the employees about upcoming training requirements and the scheduling of such training shall be reasonable. Travel costs and arrangements to attend training will be provided as per the City's policy.

## **ARTICLE 8: OVERTIME**

8.01 Overtime shall be paid as follows:

- (a) If an employee is required to work in excess of seven and one half (7 1/2) hours in any one day, Monday to Friday inclusive, they shall be paid overtime. The overtime rate for such work shall be at double the employee's regular hourly rate.
- (b) Any other hours an employee is required to work in excess of seven and one half (7 1/2) hours in any one day, Monday to Friday inclusive, and any hours shall be considered overtime and shall be paid for at double the employee's regular hourly rate.

8.02 A meal shall be provided and paid for by the employer at the completion of two (2) hours overtime and at the completion of every four (4) hours overtime thereafter.

8.03 **Meals**

- (a) Employees who are required to work beyond their scheduled shift and the work performed is completed without interruption for a meal break, shall at the conclusion of such work, be granted a meal; which will be paid for by the Employer, however, the time to eat the meal will be on the employee's own time.
- (b) Employees working overtime as in (a) above, where a meal break is taken and the employee returns to the job site to complete the function, the Employer will provide a meal and the employee will be paid at the prevailing overtime rate for the time while eating the meal.

## **ARTICLE 9: CALL OUTS**

9.01 An employee who is called back to work after they have completed their normal day's work and has left the Employer's premises, or who is called in to work before their regular starting time, shall be paid at double their regular hourly rate for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at the double time rate. This guarantee shall not apply when a call out extends into an employee's normal working hours.

9.02 If an employee is requested, before they leave the Employer's premises, to report back to work within two (2) hours following the end of their normal days' work or within two (2) hours following the cessation of work being performed outside their regularly scheduled hours, as the case may be, they shall not be considered to be on a call out.

9.03 If more than two (2) hours are to elapse between the time an employee is requested, before they leave the Employer's premises, to report back to work following the end of their normal days' work or following the cessation of work being performed outside their regularly scheduled hours, as the case may be, the employee shall be considered to be on a call out and the provisions of Section 9.01 shall apply.

## **ARTICLE 10: REPORTING FOR WORK**

- 10.01 An employee who reports for work shall be guaranteed two (2) hours work or two (2) hours pay at their regular hourly rate, unless they have been previously instructed not to report for work. In any case, where an employee reports for their regular shift but refuses to commence work, they shall be entitled to pay for actual time worked and not the minimum payment of two (2) hours work or two (2) hours at their regular hourly rate.
- 10.02 If the employee commences work they shall be guaranteed four (4) hours work or four (4) hours pay at their regular hourly rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer. In the case of inclement weather, the Employer will endeavour to provide other suitable work, if such other work is available.
- 10.03 Where an employee commences overtime work earlier than four hours prior to their regular working day or shift, AND by working such overtime has less than eight (8) continuous hours of rest, they shall not return to, nor continue into, their working day or shift unless otherwise requested, until they has had eight hours' time off which shall be calculated from the time their overtime work finished.

They shall be paid for their regular working day or shift at straight time until the eight hours rest time expires at which time they must return to work to qualify for the remainder of their working day or shift at straight-time rates.

Notwithstanding the above, if the eight-hour rest period expires four hours or later after the normal starting time of the shift, an employee will not be required to return to work to qualify for the remainder of the working day at straight time rates.

Where an employee is requested to return to work before they have completed their eight-hour rest period, they shall continue to be compensated at the overtime rate for all time worked, plus straight time for the difference between the portion of the rest period taken and eight hours.

Where an employee continues to work into their working day or shift without rest time they shall continue to be compensated at the overtime rate for all time worked, plus straight time for their regular day shift.

## **ARTICLE 11: HIGH TIME**

- 11.01 When working at an elevation of sixty-five feet (65') or more above the ground on poles, towers, bridges, or structures, an employee shall be paid, in addition to this regular straight time or overtime rate prevailing at the time, a premium equal to their straight time hourly rate.

## ARTICLE 12: TRAVEL TIME

- 12.01 Employees shall travel from their regular headquarters to work and return to their regular headquarters from work on the Employer's time at the beginning and end of each working day.

## ARTICLE 13: ANNUAL VACATIONS

- 13.01 For the purpose of calculating annual vacations, the anniversary date shall be December 31.
- 13.02 (a) During the first year of employment, an employee shall be entitled to vacations prorated at one and one half (1 1/2) working days for each full month worked up to the anniversary date.
- (b) An employee who has been continuously employed by the Corporation and attains their first through to and including their eighth (8th) anniversary date shall be entitled to one and one half (1 1/2) days per month to a maximum of fifteen (15) working days' vacation.
- (c) An employee who has been continuously employed by the Corporation and attains their ninth (9th) through to and including the sixteenth (16th) anniversary date shall be entitled to two (2) days per month to a maximum of twenty (20) working days' vacation.
- (d) An employee who has been continuously employed by the Corporation and attains their seventeenth (17th) through to and including the twentieth (20th) anniversary date and each succeeding anniversary date thereafter, shall be entitled to two and one half (2 1/2) days per month to a maximum of twenty-five (25) working days' vacation.
- (e) An employee who has been continuously employed by the Corporation and attains their twenty-first (21st) through to and including the twenty ninth (29th) anniversary date and each succeeding anniversary date thereafter, shall be entitled to a maximum of thirty (30) working days' vacation.
- (f) An employee who has been continuously employed by the Corporation and attains their thirtieth (30th) anniversary date and each succeeding anniversary date thereafter shall be entitled to a maximum of thirty-five (35) working days' vacation.
- 13.03 Vacations earned during the vacation year shall be taken in the year immediately following and cannot be postponed without the written consent of the Employer.
- 13.04 Vacation periods shall be arranged by mutual agreement between the employee and the Employer, so as to cause a minimum of interruption in service to the public. Cheques for vacation pay shall be issued not later than the day before the employee commences their vacation.

- 13.05 For the purpose of computing vacation entitlement, twenty-one (21) full working days worked shall be considered the equivalent of one full, month worked. The expression "full working days worked" shall include working days on which an employee is on paid sick leave or is in receipt of compensation under the provisions of Article 27.01 (a).
- 13.06 Employees with over one year's continuous service at the end of the vacation year and who qualify for fifteen (15), twenty (20), or twenty-five (25) or thirty (30) or thirty- five (35) working days' vacation, as the case may be, shall receive vacation pay at their basic rate of pay as at the time they take their vacation.
- 13.07 Employees who fail to qualify for a full fifteen (15), twenty (20), or twenty-five (25) working days' vacation, as the case may be, or who fail to qualify for any vacation, at the end of the vacation year, shall receive vacation pay in the following amounts: if at the end of the vacation year the employee has completed one (1) but less than eight (8) years continuous service, six percent (6%) of their total wages earned during the vacation year; if at the end of the vacation year the employee has completed nine (9) but less than sixteen (16) years continuous service, eight percent (8%) of their total wages earned during the vacation year; if at the end of the vacation year the employee has completed seventeen (17) but less than twenty-one (21) years continuous service, ten percent (10%) of their total wages earned during the vacation year; if at the end of the vacation year the employee has completed twenty-one (21) or more years continuous service, twelve percent (12%) of their total wages earned during the vacation year; if at the end of the vacation year the employee has completed thirty (30) or more years continuous service, fourteen percent (14%) of their total wages earned during the vacation year.

**ARTICLE 14: STATUTORY HOLIDAYS**

- 14.01 The Employer will observe the following as statutory holidays:

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

and any other day proclaimed as a statutory or public holiday by the Employer or by the Province of British Columbia or the Government of Canada.

- 14.02 If by law or proclamation, another day is substituted for the observance of any statutory holiday specified in Section 14.01, the day of observance shall be considered as the holiday insofar as payment for the specified statutory holiday is concerned.
- 14.03 Should one of the statutory holidays specified in Section 14.01 fall on a non-working day, the Employer shall declare that the working day immediately preceding the statutory holiday or the

working day immediately following the statutory holiday shall be observed in lieu of the said holiday.

- 14.04 Should any of the statutory holidays specified in Section 14.01 occur during an employee's vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment for such holiday.
- 14.05 Subject to the provisions of Section 14.07, all employees shall receive seven and one half (7 ½) hours pay at their regular hourly rates for each of the statutory holidays specified in Section 14.01, regardless of whether they perform any work on such holiday.
- 14.06 If an employee is required to work on one of the statutory holidays specified in Section 14.01, they shall be paid at double their regular hourly rate for all hours worked by them.
- 14.07 To qualify for the seven and one half (7½) hours pay for a statutory holiday specified in Section 14.05, an employee must have been continuously employed by the Employer for not less than thirty (30) calendar days and must have worked on their last scheduled working day before and on their first scheduled working day after the holiday, unless their failure to do so is for a cause acceptable to the Employer.

#### **ARTICLE 15: NO PYRAMIDING**

- 15.01 There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and /or premium apply to the same hours of work, only the higher rate shall be paid.

#### **ARTICLE 16: TIME OFF IN LIEU OF PREMIUM PAY**

- 16.01 (a) Notwithstanding the provisions of Article 8: Overtime, Article 9: Callouts, Article 14: Statutory Holidays, employees shall be entitled paid time off in lieu of worked overtime and/or premium time, to the maximum shown in 16.03 below. Such time off to be taken only with the approval of the Employer, which approval shall not be unreasonably withheld.
- (b) (Effective 2016) Premium hours worked can be deposited into an "Early Retirement Bank" in accordance with the principles established and administered through City Policy regarding banking premium time for early retirement including but not limited to: any and all banked credits identified into a pre-retirement bank cannot be used for any other purpose or paid out prior to retirement; all banked credits paid to an employee at the time of early retirement are paid at a composite rate; an early retirement bank cannot exceed 16 weeks.
- (c) Deductions for V.O. shall not be made on earnings for high time, shift change penalties, missed meals, shift differentials and allowances.

- 16.02 Time off as referred to in Section 16.01 must be taken between January 1st and December 31st in the year in which it is earned, If this is not done, the employee concerned shall receive payment for all overtime still remaining and/ or due to them unused banked time will be available for use until the yearly pay-out is processed, or approved as paid time off. Employees must notify the employer within two weeks of the accrual cut-off of their intent to request a paid time off period to be withdrawn from the bank. Time off requests must be in writing and approvals will be based on operational needs. Approved time off must be taken prior to March 31 of each year. Employees will be notified of the bank accrual cut-off at the beginning of each December. Unused or unscheduled banked time will be paid out once yearly and will not occur prior to the third payroll of the New Year.
- 16.03 The maximum amount of time off that may be accumulated under the provision of Section 16.01, during any year, is 20 days. All time in excess of these 20 days will be paid at the appropriate overtime rate.

#### **ARTICLE 17: WORK IN HIGHER CLASSIFICATION**

- 17.01 An employee who is temporarily assigned to a job in a higher classification than their regular job shall be paid the wage rate for the higher classification for all hours worked throughout the duration of the temporary assignment.

#### **ARTICLE 18: TOOLS**

- 18.01 Tools, consisting of spurs, body belt and safety belt, and the basic hand tools of the trade concerned, as defined by the Employer, shall be supplied by the employee. An employee must report for duty properly equipped with the foregoing tools, in good and serviceable condition, before they will be permitted to start work.
- 18.02 The Employer shall replace, free of charge to the employee, spurs and/or straps and pads, body belt, safety belt and gloves when same have, in the opinion of the Employer, become unsafe for further use through normal wear and tear.
- 18.03 The basic hand tools of the trade concerned shall be replaced free of charge by the Employer when same have, in the opinion of the Employer, become unfit for further use through breakage or normal wear and tear in the service of the Employer.
- 18.04 The Company shall pay one hundred dollars (\$100.00) for protective footwear annually.

#### **ARTICLE 19: SENIORITY**

- 19.01 Seniority shall govern in cases involving the promotion and demotion of employees, provided the employee concerned possesses the necessary qualifications, skill, competence and ability to efficiently fulfil the job requirements. For foreman, charge hand and sub-foreman positions, the successful candidate will be the most senior qualified candidate unless another candidate

demonstrates a superior balance of qualifications, skills, knowledge or ability to fulfil the position.

- 19.02 Seniority within the job classification shall govern in cases involving the layoff and recall of employees. For purposes of layoff and recall, seniority shall mean an employee's length of service within the Electrical Department of the Employer.
- 19.03 Seniority shall not be acquired by an employee until he has been continuously employed by the Employer for six months, following which the employee's seniority shall date back to the date on which he entered the employ of the Employer. The six (6) month period shall be extended by the number of any scheduled days not worked. The Employer agrees that all employees that have completed probation will have access to their personnel file and may review the file in the presence of the Director of the Human Resources Department or their designate. To obtain access of their personnel file, an employee will forward a request in writing to the Director of Human Resources who will deal with the said request within a reasonable time.
- 19.04 Until an employee acquires seniority, they shall be on probation and the Employer may terminate their employment for any reason.
- 19.05 Seniority shall not be broken by any absence approved by the Employer, which absence is referred to in this Agreement as "approved absence".
- 19.06 Approved absence shall include:
- (a) Any layoff not exceeding twelve months.
  - (b) Annual vacations.
  - (c) Suspension for disciplinary reasons.
  - (d) Compensable accident or illness under the provisions of the Workers' Compensation Act, not exceeding twenty-four (24) months.
  - (e) Non-compensable accident or illness not exceeding twelve (12) months, established to the satisfaction of the Employer.
  - (f) Absence for any reason not exceeding twelve (12) months, providing leave has been requested in writing by the employee and has been approved in writing by the Employer, except in the case of an emergent short-term absence when verbal request and approval will suffice.
- 19.07 Under special circumstances the Employer may extend approved absence beyond twelve (12) months.
- 19.08 Seniority shall cease upon termination of employment. It shall also cease after an employee's approved absence has expired and he has not returned to work or has failed to give a reasonable explanation acceptable to the Employer.

- 19.09 If an employee's seniority ceases, their employment shall be terminated. If a terminated employee is re-hired, they shall start as a new employee and their right to seniority and other benefits, based upon length of service with the Employer, shall be calculated from the date of re-employment. If a terminated employee is re-hired within 16 weeks of being terminated, they shall not be considered to have a break in seniority.
- 19.10 If an employee is absent without approval, their employment may be terminated. An employee shall have the right to institute a grievance in respect to any disciplinary action taken by the Employer arising out of this Section. The Company shall advise the Union prior to terminating an absent employee.
- 19.11 **Job Posting**
- If a job vacancy occurs, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted in a manner which gives all employees covered by this Agreement adequate access to the information contained in such notice.
- 19.12 Such vacancy or new position shall not be permanently filled until one week has elapsed after the posting of such notice.
- 19.13 If there is an external job posting within the City of Kelowna in a CUPE Local jurisdiction, and a City employee in IBEW jurisdiction applies and is selected, they will retain years of service with the City for the purpose of vacation entitlement.

## **ARTICLE 20: STANDBY**

- 20.01 An employee who is required by the Employer to be on call at a time other than their regular working hours shall be considered to be on standby duty and shall, for each day they are on call, be paid the following premium:
- (a) Two (2) hours pay at straight time hourly rate for each regularly scheduled working day on which they are on call and on which they have also worked their regular seven and one-half (7.5) hour shift.
- (b) Three (3) hours pay at straight time hourly rate for each non-working day on which they are on call.
- 20.02 The provisions of Article 9: Call Outs, of this Agreement shall apply to an employee on standby duty who is called out for work; provided, however, that in the case of an employee on standby duty, one or more call-outs within a two (2) hour period shall be treated as a single call-out.
- 20.03 An employee on standby duty shall have the authority, after being called out, to require another employee to assist them, if such assistance is required in the interests of safety and efficiency.

- 20.04 The Employer shall provide an employee on standby duty with the necessary transportation and equipment to enable them to perform such work as may be required of them.

#### **ARTICLE 21: BEREAVEMENT LEAVE**

- 21.01 In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of 3 regularly scheduled consecutive workdays leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Director of Human Resources. "Immediate family" shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step- parent, foster child, foster parent, son/daughter-in-law, sister/brother-in-law, aunt, uncle, niece, nephew, fiancée and spouse. A maximum of 2 additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse.

One-half (1 /2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his Supervisor.

#### **ARTICLE 22: WEEKLY INDEMNITY**

##### **22.01 Weekly Indemnity Plan**

Weekly Indemnity, up to twenty-six (26) weeks coverage commencing on the fourth (4<sup>th</sup>) day of accident or illness, will provide the following benefit:

- (a) One hundred percent (100%) of an employee's hourly or monthly regular rate of pay (less normal deductions for statutory and insured benefits, taxes, dues).

##### **22.02 Weekly Indemnity Benefit and Cost Formula**

- (a) The costs of the Weekly Indemnity Plan shall be offset by an administrative services plan covering sixty-six and two-thirds percent (66 2/3%) of the employee's gross weekly earnings. In addition, the sixty-six and two-thirds percent (66 2/3%) Weekly Indemnity benefit will be topped off by the municipality to provide one hundred percent (100%) of normal take home pay.
- (b) The top-off will be made provided the employee follows the requirements of the Employer and/or the Insurance Carrier.

##### **22.03 Waiting Period and Benefit Eligibility**

The three (3) day waiting period prior to the commencement of weekly indemnity shall be at the employee's regular rate of pay. In cases of absence due to illness, injury or abuse of the waiting period, the Employer may require the employee to provide a medical certificate from a qualified medical practitioner to substantiate the employee's absence from work. Failure to provide such medical certificate on request, for the employee's utilizing more than three (3)

experience occurrences for illness or accident, shall mean forfeiture of the three (3) day waiting period.

The following absences do not qualify for benefits under the plan:

- (a) Employees who are absent due to sickness or non-occupational accident and have incurred three (3) such occurrences in a calendar year shall not receive pay for the first working day of absence for the fourth (4th) and subsequent occurrence.
- (b) "Occurrence" is defined as an employee being unavailable for work due to sickness or non-occupational accident for one half (1h) or more of their normal working shift.
- (c) Maternity Leave

#### 22.04 General Principles

Participation in the Weekly Indemnity Plan is a condition of employment.

22.05 The premium cost for the Weekly Indemnity Plan shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee.

22.06 Coverage for the foregoing commences on completion of the period stipulated in Section 19.03.

### ARTICLE 23: CHANGE OF OWNERSHIP

23.01 In the event the Employer's electrical function is purchased, expropriated or otherwise disposed of, the Employer agrees to make an effort to secure the retention of then present employees by the new operator without loss of seniority accumulated while in the employ of the Employer.

### ARTICLE 24: AUTOMATION AND MANPOWER TRAINING

24.01 The Employer will, upon receipt of a request from the Union, nominate a person or persons to serve on a joint committee to study developments in the area of automation as it affects or may affect the Employer and make a report on the steps which the Committee feels should be taken to deal with the problems which may result from automation, including manpower training and retraining.

### ARTICLE 25: SUPERANNUATION

25.01 Participation by employees in any superannuation plan to which the Employer is required to contribute shall be a condition of employment.

## **ARTICLE 26: HEALTH AND WELFARE COVERAGE**

Coverage shall be to a lifetime maximum of \$1,000,000.00 for each employee. The benefits of the plan shall not diminish with a change in benefit provider. The Union shall be provided upon request with copies of any relevant insurance or plan description, contract or policy affecting employees.

### **26.01 Group Life Insurance and Accidental Death and Dismemberment**

Each qualified employee shall be enrolled in a Group Life Insurance plan, to twice annual earnings and an Accidental Death and Dismemberment for double indemnity, at no cost to the employee.

### **26.02 Extended Health Benefit**

Each qualified employee, spouse and dependent shall be eligible for the above plan at no cost to the employee.

- Annual Deductible \$100.00.
- Pay Direct Drug Card at 100% reimbursement
- Vision Care at \$500.00/24 months.
- Eye Exams \$75.00 limit /2 years.

Orthotic Inserts - \$200.00 per calendar year for ages 18 and below. \$400.00 per calendar year for ages 19 and above.

### **Paramedical Coverage**

- Physiotherapy/Massage limit at \$500.00 per year with a 75% reimbursement per visit cap.
- Chiropractor/Naturopath limit at \$500.00 per year with a 75% reimbursement per visit cap.
- Hearing Aid Coverage limit at \$500.00/5 years, includes adults and dependents.
- Acupuncturist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Chiropodist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Pediatricist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Occupational Therapist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Athletic Therapist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Kinesiologist limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Homeopath limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Dietician limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.
- Osteopath limit at \$500.00/year, includes adults and dependents per year with a 75% reimbursement per visit cap.

26.03 Dental Plan

A Dental Plan will be provided based on the following general principles:

- (a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees. Composite fillings on all teeth shall be included.
- (b) Prosthetics, Crowns and Bridges (Plan "B") - (Effective January 1, 2016) plan pays 60% of approved schedule of fees changing spending caps to \$3,000.00 per calendar year.
- (c) Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$5,000.
- (d) Premium costs for the Dental Plan shall be paid by the Employer.

26.04 General Principles

- (a) Participation in the aforementioned Plans shall be mandatory.
- (b) Life, Accidental Death and Dismemberment, Weekly Indemnity Plan, Extended Health and B.C. Medical Plan coverage commences on completion of the period stipulated in Section 19.03.
- (c) Dental coverage commences Six (6) months following completion of the period stipulated in Section 19.03.
- (d) Coverage during layoff will be provided as follows:  
  
In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also elect one or more of the following benefits to continue for an additional four (4) months by paying the full cost of the specified benefits by making the necessary arrangements with the Human Resource Department. Benefits will include Life Insurance, Accidental Death and Dismemberment, Extended Health, and B.C. Medical Plan coverage.
- (e) Coverage during leave of absence shall be provided as follows:

An employee on an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage for up to one (1) year provided the full cost of premiums are paid to the Employer.

**ARTICLE 27: COMPENSATION PAYMENTS**

- 27.01 The following shall apply in the case of an employee who is absent from work due to an accident or illness ruled compensable by the Workers' Compensation Board:

- (a) The Employer shall pay to the employee the difference between the payments the employee receives from the Workers' Compensation Board and seventy-five percent (75%) of the employee's normal earnings calculated at their straight time hourly rate. Such payments by the Employer shall continue throughout the period the employee is absent and in receipt of payments from the Workers' Compensation Board, up to a maximum of six (6) months.

## **ARTICLE 28: SAFETY PRACTICES**

- 28.01 Employees shall, at all times, comply with the Safety Rules established by the Employer and with the Accident Prevention Regulations adopted by the Workers' Compensation Board pursuant to the provisions of the Workers' Compensation Act. No employee will be expected or required to work or to continue to work in contravention of said Safety Rules and/or Accident Prevention regulations.

## **ARTICLE 29: CLASSIFICATION AND DEFINITIONS**

- 29.01 The following described classifications of employees are covered by this Agreement:

### **Foreman**

An employee, within the meaning of the Labour Relations Act, who is a Journeyman in their trade and who has charge of more than five other employees, A foreman is responsible for seeing that the work of the employees under their charge is carried on safely and efficiently.

### **Sub-Foreman**

An employee, within the meaning of the Labour Relations Act, who is a Journeyman in their trade and who has charge of not more than five other employees. A sub-Foreman is responsible for seeing that the work of the employees under their charge is carried on safely and efficiently.

### **Chargehand**

An employee, within the meaning of the Labour Relations Act, who is a Journeyman in their trade and who has charge of not more than three other employees, A chargehand is responsible for seeing that the work of the employees under their charge is carried on safely and efficiently.

### **Groundman Truck Driver**

An employee who is familiar with line materials and terms used in line construction and is capable of interpreting instructions of Lineman working on pole line. Assists Lineman in pole setting and passing material and tools to Lineman working on pole. They operate trucks and winches and also does digging of post holes and cable trenches as required. In addition is trained and qualified to operate hydraulically and electrically operated booms, augers, man-lift equipment, and mobile excavating equipment as required by the electrical department.

**Traffic Signal Technician**

An employee who is a Journeyman in their trade and who is qualified to install, repair and maintain electrical equipment of a general nature and/or equipment requiring special technical knowledge.

**Student**

A person employed, for a defined period, by the Employer for remuneration who is attending school, college or university in the subsequent academic year. A student shall be paid 48% of the journeyman rate, plus 14% in lieu of vacation, statutory holidays, other paid leaves, fringe benefits and premiums. A student shall not acquire seniority.

**Apprentice**

A person who is registered in a paid, work-based training program combined with post-secondary technical training taken in a classroom and shop setting. Successful completion of both components, along with examinations, is required before an apprentice earns a certificate or ticket and becomes a certified tradesperson in their trade.

During classroom training the apprentice must apply for eligible government income replacement programs. An apprentice participating in an income replacement program will have their pay topped-up to the maximum allowed under the program.

Where an Apprentice is required to travel away from home, they shall receive a per diem and lodging in accordance with the municipality's policy. They shall also receive mileage reimbursement for travel to the out of town training location and travel home at the completion of the training.

**Apprentice Pay Schedule**

Start date to completion of 24 months	75% of Journeyman hourly rate
24 months to 36 months	80% of Journeyman hourly rate
36th month to completion	90% of Journeyman hourly rate
Journeyman and Inter-provincial certified	100% of Journeyman hourly rate

**Relief Employee**

A person who is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Any position occupied by a relief employee shall be assumed by the person, normally holding the position, upon their return from leave.

None of the provisions of this Agreement, other than wage rates, Union dues deductions, 14% in lieu of all vacation and fringe benefits and access to grievance procedure shall apply to relief employees. A relief employee shall not acquire seniority. The hourly rate of pay for relief employees will be 95% of the rate of the classification for which they are hired. A relief

employee shall only be utilized to cover extra workload for a maximum of six (6) months per year unless otherwise agreed between the parties.

29.02 **New Classifications**

The Employer has the right to create and fill new classifications. The Employer will provide the Union with a job description and the rate of pay. If the Union disagrees with the rate of pay, the Union must, within 15 days, advise the Employer in writing and include a proposed rate of pay and reasons for the proposed rate. Within an additional 15 days, the Union must meet with the Employer to attempt to agree on a rate of pay. If no agreement is reached, the Union may, within 10 days of the meeting between the Union and the Employer, refer the disputed rate of pay to arbitration. The Arbitrator shall issue a final and binding decision. The Employer retains the right to cancel establishment of the position and/or terminate any employee hired to the new classification. If the Union does not meet with the Employer within the 15-day limit or does not refer the dispute to arbitration within the 10-day limit, the rate shall be deemed to be agreed, the difference abandoned and any recourse to arbitration shall be at an end.

**ARTICLE 30: SCHEDULE OF WAGES AND CLASSIFICATIONS**

	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1.75%	1.75%	2.00%	2.00%	2.00%
Foreman	\$47.93	\$48.77	\$49.75	\$50.74	\$51.76
Sub-foreman	\$46.29	\$47.10	\$48.04	\$49.00	\$49.98
Chargehand	\$44.68	\$45.46	\$46.37	\$47.30	\$48.24
Groundman Truck Driver	\$38.58	\$39.26	\$40.04	\$40.85	\$41.66
Traffic Signal Technician	\$44.46	\$45.23	\$46.14	\$47.06	\$48.00
Student	\$21.34	\$21.72	\$22.15	\$22.59	\$23.05

**ARTICLE 31: JURY DUTY**

31.01 When an employee is summoned to Jury Duty, subpoenaed as a witness, or represents the municipality in their official capacity, leave of absence with pay will be granted. Such pay will not exceed a normal days pay and in the case of jury or witness duty, the Employer shall pay to the employee their normal earnings and the payment they receive from the court for jury duty or as a court witness, shall be remitted to the employer with the employee presenting to the Employer proof of service and of the amount of payment received by them.

## ARTICLE 32: TECHNOLOGICAL CHANGE

- 32.01 During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.
- 32.02 Where the Employer introduces, or intends to introduce, a technological change, that:
- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 6 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.
- 32.03 The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:
- (a) shall inform the Minister of Labour of its finding; and
  - (b) may then or later make any one or more of the following orders:
    - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
    - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
    - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
    - (iv) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- 32.04 The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:
- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - (b) alters significantly the basis upon which the Collective Agreement was negotiated.

### **ARTICLE 33: STRIKES AND LOCKOUTS**

- 33.01 During the life of this Agreement, the Union will not authorize any strike or walkout and the municipality will not cause any lockout. Under this Article, it will not be a violation of the Agreement for an employee to refuse to cross a legal picket line.

### **ARTICLE 34: JOB RELATED LIABILITY PROTECTION**

- 34.01 Any regular employee, coming within the scope of this Agreement, will be granted the services of a City solicitor without charge for the purpose of representing them, who as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in legal or court action.
- 34.02 In any case where an employee is paid by the Employer, during any absence due to illness or injury where the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double-dipping". Employees shall agree to repay to the Employer the total amount of compensation they received, or will in future receive, from the Employer for the period(s) of disability resulting from the above-noted accident or illness, in the event that they receive any compensation from a third party, (e.g. ICBC) for that same period(s). This reimbursement to the Employer will represent that portion of wages and benefits paid by the Employer.

**ARTICLE 35: TERM OF AGREEMENT**

- 35.01 This Agreement shall take effect from January 1st, 2020, and shall remain in effect until December 31st, 2024, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the Labour Relations Code.
- 35.02 The parties hereby exclude the operation of Subsections 2 and 3 of Section 50 of the Labour Relations Code.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their seal and signatures hereto on this 25th day of March 2021.

ON BEHALF OF:

CITY OF KELOWNA



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Cornelia Bujara,  
Corporate HR Department Manager

ON BEHALF OF:

International Brotherhood of Electrical  
Workers, LOCAL 213



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Corey Broslow, Assistant Business Manager

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Brian Cairney, Traffic Signals & Systems Supervisor



IBEW Representative

**Letter of Understanding #1**  
**Between**  
**City of Kelowna (the "Employer")**  
**and**  
**International Brotherhood of Electrical Workers Local 213 (the "Union")**

As a result of 1981/1982, negotiations between the parties, it is understood and agreed that Article 12 shall be interpreted as written, effective August 1, 1981.

This shall mean that the previous past practice of utilizing the Employer's vehicle for travel purposes to and from the job site for meal breaks and/or rest periods shall cease on the above date. It is understood that all employees shall take their fifteen (15) minute rest periods on the job site.

ON BEHALF OF:

CITY OF KELOWNA



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Cornelia Bujara,  
Corporate HR Department Manager

ON BEHALF OF:

International Brotherhood of Electrical  
Workers, LOCAL 213



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Corey Broslow, Assistant Business Manager

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Brian Cairney, Traffic Signals & Systems Supervisor

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Cliff Empey, IBEW Representative

Originally entered into OMMLRA July 7, 1981  
Renewed City of Kelowna November 25, 2015  
Renewed City of Kelowna March 25, 2021

Letter of Understanding #2

Between City of Kelowna

(the "Employer")

and

International Brotherhood of Electrical Workers, Local 213

(the "Union")

RE: Designated Field Safety Representative (FSR) and Operating Permit Holder

1. When the City assigns a bargaining unit employee as its designated FSR for the purpose of complying with the Safety Standards regulations including being the primary person taking out the operating permit it will pay a \$ 1 per hour premium.
2. The premium pay is for straight time hours worked and such pay shall be pensionable.
3. The course costs, including time to obtain and maintain FSR status necessary to fulfill this requirement will be borne by the employer. All employees shall be trained.
4. The City will provide 30 days' notice if it no longer requires a bargaining unit employee as its designated FSR and Operating Permit Holder.

ON BEHALF OF:

CITY OF KELOWNA



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Cornelia Bujara,  
Corporate HR Department Manager

ON BEHALF OF:

International Brotherhood of Electrical  
Workers, LOCAL 213



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Corey Broslow, Assistant Business Manager

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Brian Cairney, Traffic Signals & Systems Supervisor

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Cliff Empey, IBEW Representative

Originally entered into City of Kelowna July 13, 2012  
Renewed City of Kelowna November 25, 2015  
Renewed City of Kelowna March 25, 2021

**Letter of Understanding #3**  
**Between City of Kelowna (the "Employer")**  
**and**  
**International Brotherhood of Electrical Workers Local 213**  
**(the "Union")**  
**RE: New Hire Leave Credit Days**

All new employees will be provided with 10 Paid Leave Days (PLD Days) upon successful completion of three (3) months employment.

Employees may draw upon the PLD days within their first year of employment. At the end of the first calendar year unused PLD days will be added to the employee's annual vacation accrual not to exceed 15 days in the following year.

When an employee is terminated prior to completion of 12 months of service they will only be entitled to their actual vacation accrual days as per the contract. The PLD days are not eligible for payout.

This Letter of Understanding shall form part of the renewed Collective Agreement-Letter of Understanding New Hire Leave Credits.

ON BEHALF OF:

CITY OF KELOWNA



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Cornelia Bujara,  
Corporate HR Department Manager

ON BEHALF OF:

International Brotherhood of Electrical  
Workers, LOCAL 213



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Corey Broslow, Assistant Business Manager

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Brian Cairney, Traffic Signals & Systems Supervisor

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Cliff Empey, IBEW Representative

Originally entered into OMMLRA April 2, 2008  
Renewed City of Kelowna November 25, 2015  
Renewed City of Kelowna March 25, 2021