

JANUARY 1, 2019 to DECEMBER 31, 2022

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF SUMMERLAND

- AND -

*INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 213*

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THIS AGREEMENT made and entered into on the 7th day of February 2019

BETWEEN: *District of Summerland (hereinafter called the "Employer")*

PARTY OF THE FIRST

AND: *INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 213
(hereinafter called the "Union")*

PARTY OF THE SECOND PART

ARTICLE 1: PURPOSE

1.01 *This Agreement is entered into for the purpose of promoting and continuing the harmonious relations between the District of Summerland 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

2.01 *The Employer recognizes the Union as the sole collective bargaining representative for all its employees who are classified and covered by this Agreement.*

2.02 *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.*

2.03 *The Employer agrees to advise all present and future employees, including supervisory personnel, of the existence of this Agreement. The Employer will provide access to a copy of the collective agreement for each employee.*

ARTICLE 3: APPLICATION

3.01 *This Agreement shall cover and apply to all those employees whose jobs are listed in Article 30.*

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 his Union dues for that month. Paid days spent on vacation and paid statutory holidays shall, for the purpose of this Article, be considered as days worked.*
- 5.05** *The Employer shall provide a bulletin board at the employees' headquarters upon which shop stewards may post and maintain Union publications and notices.*

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 the 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 seven (7) calendar 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 District's Administrator.*

Within seven (7) calendar 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 of the

affected Department, the Manager of the affected Department, the Foreman of the affected Department and the Representative of the District's Administrator.

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 Arbitration

- (a) Failing satisfactory settlement at Step 2 of Article 6.02 either Party may refer the dispute to a single mutually agreed upon 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 twenty-one (21) calendar days after the occurrence of the matter which gave rise to the grievance, or if a grievance is not advanced to arbitration within thirty (30) calendar days of the Step 2 meeting by written notice to the other Party, 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.

6.06 Special Grievance - Dismissed or Suspended Employee

A claim by an employee that he has been dismissed or suspended for other than proper cause, or that he has been laid off contrary to the provisions of this Agreement, shall be treated as a special grievance and Step 1 of Article 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 he has first sought and obtained permission from his immediate supervisor to absent himself from his 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 District's Administrator or person holding an equivalent position, or his authorized representative.

6.10 **Time Limits**

Time limits in this Article 6 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 (7½) 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.*

- 7.02** *Notice of shift change will be provided to an employee prior to the conclusion of the shift two days prior to the commencement of the new shift or by mutual agreement.*

- 7.03** *There shall be an unpaid meal interval of not more than one half (½) 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 37½ to 35 hours, all of which is subject to the following:*

- (a) The 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 work day 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 Employer to present to a Union Representative the criteria as set out in (a) above, in which case the Union Representative 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 his scheduled time off, he must arrange for an acceptable replacement and obtain the Employer's approval before the replacement is made.*
- (e) *The seventeen (17) days off with pay will be prorated based on the calendar year for each full month worked for new hires and terminations. In all cases of termination for any reasons, an adjustment will be made for any overpayment on the employee's final pay.*
- (f) *The seventeen (17) days off with pay will be prorated (in full day increments) in each calendar year for absences from work when an employee is on Weekly Indemnity, LTD, WorkSafeBC or an approved leave of absence.*

ARTICLE 8: OVERTIME

8.01 *Overtime shall be at double the regular hourly rate and shall be paid as follows:*

- (a) *If an employee is required to work in excess of seven and one half (7½) hours in any one day, Monday to Friday inclusive, he shall be paid overtime.*
- (b) *Any other hours an employee is required to work in excess of seven and one half (7½) hours in any one regular scheduled day, Monday to Friday inclusive, and any hours he is required to work on Saturday, Sunday, statutory holiday, scheduled lieu day or scheduled vacation day, shall be considered overtime.*

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 rate for the time while eating the meal.*
- (c) *Should it not be possible to provide a meal or should the employee choose not to take a meal the employee shall be paid 45 minutes at the prevailing rate for each meal he would otherwise have been entitled.*

(d) *In the event of work scheduled during a normal rest day where the schedule commences and ends within the normal hours of work, the employee will provide his own meal for the first meal break. If the work continues beyond a seven and one-half hour period, the provision of 8.02 and 8.03(a), (b) and (c) above will apply.*

ARTICLE 9: CALL OUTS

- 9.01** *An employee who is called back to work after he has completed his normal day's work, or who is called in to work before his regular starting time, shall be paid at double his regular hourly rate for all hours worked outside his 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** *An employee called in to work before his regular starting time, where rest time does not apply, prior to their regular shift, shall be provided a paid 45 minute break as preparation time for the regularly scheduled day.*

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 his regular hourly rate, unless he had been previously instructed not to report for work. Where an employee reports for his regular shift but refuses to commence work, he shall not be entitled to pay. Where an employee commences work but refuses to continue to work, he shall be entitled to pay for actual time worked and not the minimum payment of two (2) hours work or two (2) hours at his regular hourly rate.*
- 10.02** *If the employee commences work he shall be guaranteed four (4) hours work or four (4) hours pay at his regular hourly rate, except where his 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** **Rest Time**

Where an employee commences overtime work earlier than four hours prior to his regular working day or shift, AND by working such overtime has less than eight (8) continuous hours of rest, he shall not return to, nor continue into, his working day or shift unless otherwise requested, until he has had eight hours' time off which shall be calculated from the time his overtime work finished.

He shall be paid for his regular working day or shift at straight time until the eight hours rest time expires at which time he must return to work to qualify for the remainder of his 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 he has completed his eight hour rest period he 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 his working day or shift without rest time he shall continue to be compensated at the overtime rate for all time worked, plus straight time for his regular day shift.

- 10.04** *An employee shall not work more than 16 hours in any 24 hour period including meal breaks without continuous eight hour rest period. The Union may when requested agree to alter this provision temporarily in the event of an emergency.*

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 his straight time hourly rate.*
- 11.02** *An employee who during the course of the day is assigned to work directly with a helicopter and whose work during that day requires them to work on the ground shall for the day be paid a premium of twenty-five percent (25%) of their straight time wages for all hours worked during that day. An employee who is assigned work above the ground under a helicopter shall receive fifty percent (50%) of their straight time wages for all hours worked during that day.*

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.*
- 12.02** *Out of town travel related to training will be paid at straight time rates.*

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 (1½) 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 his first through to and including his seventh (7) anniversary date shall be entitled to one and one half (1½) 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 his eighth (8) through to and including the fifteenth (15) 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 his sixteenth (16) through to and including the twentieth (20th) anniversary date shall be entitled to two and one half (2½) 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 his twenty-first (21st) through to and including the twenty ninth (29th) anniversary, 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 his thirtieth (30th) anniversary date and each succeeding anniversary date and each succeeding anniversary date thereafter shall be entitled to a maximum of thirty-five (35) working days' vacation.*

13.03 *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. Vacation pay will be paid through the normal payroll procedures for the period when the vacation is taken.*

13.04 *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).*

13.05 *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.*

13.06 *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 his 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 his 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 his 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 his 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 his total wages earned during the vacation year.*

13.07 *Employees required to return to work during scheduled vacation shall be paid overtime for all hours worked and shall have their vacation hours replaced to be rescheduled. Any declared emergency vacation changes must be mutually agreed to with the employee.*

ARTICLE 14: STATUTORY HOLIDAYS

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

*New Year's Day
Family Day
Good Friday*

*British Columbia Day
Labour Day
Thanksgiving Day*

*Easter Monday
Victoria Day
Canada Day*

*Remembrance Day
Christmas 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 Article 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 Article 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. Notice shall be provided when the District declares the statutory holiday schedule.*
- 14.04** *Should any of the statutory holidays specified in Article 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 Article 14.07, all employees shall receive seven and one half (7½) hours pay at their regular hourly rates for each of the statutory holidays specified in Article 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 Article 14.01, he shall be paid at double his regular hourly rate for all hours worked by him.*
- 14.07** *To qualify for the seven and one half (7½) hours pay for a statutory holiday specified in Article 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 his last scheduled working day before and on his first scheduled working day after the holiday, unless his failure to do so is for a reasonable 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. This shall not include the premiums as set out in Article 11.*

ARTICLE 16: TIME OFF IN LIEU OF PREMIUM PAY

- 16.01** *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. Employees shall be entitled to bank overtime and/or premium time. This time may be used as time off or be paid upon request as a lump sum up to 2 times per year. Lump sum payment requests will be a minimum of \$500.00 unless the balance of the bank is below \$500.00 in which case the full balance will be paid out. Within each calendar year a maximum of 10 days may be taken as time off only with the approval of the Employer, which approval shall not be unreasonably withheld.*

- 16.02** *Overtime accrued in the previous calendar year shall be paid out on the payroll immediately following March 31st. The overtime bank cannot exceed \$10,000.00.*
- 16.03** *In extenuating circumstances the Employer may, at their sole discretion, grant additional banked time off.*

ARTICLE 17: WORK IN HIGHER CLASSIFICATION

- 17.01** *An employee who is temporarily assigned to a job in a higher classification than his 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 he 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 Employer shall provide protective clothing including FR wear, rain gear, work gloves, safety glasses and safety headgear.*
- 18.05** *The Employer shall provide a boot allowance of \$200.00 per year for the purchase or repair of approved protective foot wear. Reimbursement will be provided upon receipt of proof of purchase.*

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.*
- 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.

19.04 *Until an employee acquires seniority he shall be on probation and the Employer may terminate his employment for any reason save Union activity.*

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".*

In the event approved absence exceeds twelve (12) calendar months, the employee's seniority standing shall revert to the seniority he held on the date the approved absence commenced, and throughout the remainder of the period of approved absence the employee will retain, but shall not accumulate, seniority.

19.06

(a) *Subject to Employer approval, approved absences shall include but are not limited to, election or appointment to a position in Federal or Provincial legislatures, any layoff not exceeding 12 months, annual vacations, disciplinary suspensions, compensable accidents or illnesses and non-compensable accidents or illnesses.*

(b) *Upon application, an employee hired or elected as Business Manager, Assistant Business Manager, or Business Representative for the Union will be granted a leave of absence without pay. Such leave may be extended by mutual agreement.*

(c) *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, his employment shall be terminated. If a terminated employee is re-employed, he shall start as a new employee and his right to seniority and other benefits, based upon his length of service with the Employer, shall be calculated from his date of re-employment.*

19.10 *If an employee is absent without approval, his 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 Article.*

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 two (2) weeks have elapsed after the posting of such notice.*

ARTICLE 20: STANDBY

- 20.01** *An employee who is required by the Employer to be on call at a time other than his regular working hours shall be considered to be on standby duty and shall, for each day he is on call, be paid the following premium:*
- (a) Two (2) hours pay at his straight time hourly rate for each regularly scheduled working day on which he is on call and on which he has also worked his regular seven and one-half (7½) hour shift.*
 - (b) Four (4) hours pay at his straight time hourly rate for each non-working day on which he is 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 him, 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 him to perform such work as may be required of him.*
- 20.05** *For travel on callout to and from the employees headquarters in their personal vehicle mileage as per the current CRA rate shall apply for the trip and be paid by the employer. It is understood the employer does not require the employee to take a Company vehicle home while on standby.*

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 work days leave without loss of pay or benefits. Reasonable 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, aunt, uncle, niece, nephew, fiancée spouse and equivalent in-laws of the employee.*

An employee shall be entitled to take an additional 10 days of banked time or vacation if he requests it in conjunction with approved bereavement leave or for compassionate leave if requested. The approval of compassionate leave shall not be unreasonably withheld.

A maximum of 5-additional days leave without loss of pay or benefits may be granted in the event of the death of an employee's spouse. Such additional leave shall not be unreasonably withheld.

One (1) 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. Such approval shall not be unreasonably withheld.

ARTICLE 22: WEEKLY INDEMNITY

22.01 Weekly Indemnity Plan

Weekly Indemnity, up to twenty-six (26) weeks coverage commencing on the fourth (4th) 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.*

"Occurrence" is defined as an employee being unavailable for work due to sickness or non-occupational accident for one half (½) or more of his normal working shift.

- (b) 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 Article 19.03.*

22.07 *The Employer shall reimburse each employee, to a maximum of \$125.00 per month, payable bi-annually, for the cost of Short Term Disability and Long Term Disability coverage.*

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 every 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.*

If the new operator is certified with the IBEW, the Union will share in the responsibility to secure the retention of the present employees and ensure a fair resolution of their seniority rights with the new operator.

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. The Employer will notify the union, if it affects employees, of their intention to pursue automation of any function.*

ARTICLE 25: PENSION PLAN

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

ARTICLE 26: HEALTH AND WELFARE COVERAGE

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 Medical Services Plan

Each qualified employee shall be enrolled in the above plan at no cost to the employee.

26.03 Extended Health Benefit

Each qualified employee, spouse and their dependents shall be eligible for the above plan at no

cost to the employee.

- *Lifetime maximum of \$1,000,000*
- *Annual deductible \$100.00.*
- *Pay Direct Drug Card at 100% reimbursement*
- *Vision care at \$500.00 / 24 months; \$2,000.00 will be paid one time only for Laser Eye Surgery*
- *Eye Exams - \$75.00 limit / 2 years*

Paramedical Coverage

- *Physiotherapy / Massage limit at \$400.00 per year with a 75% reimbursement per visit cap. Effective January 1, 2015, the limit will increase to \$600.00 per year.*
- *Chiropractor / Naturopath limit at \$300.00 per year with a 75% reimbursement per visit cap.*
- *Hearing Aid Coverage limit at \$500.00 / 5 years, includes adults and dependants*
- *Effective April 1, 2019 – Counselling at \$1,000.00/Employee and \$500.00/dependent per calendar year at 100% reimbursement.*

26.04 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.*
- (b) *Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 60% of approved schedule of fees spending caps of \$2000.00 per calendar year.*
- (c) *Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$3,000. Effective January 1, 2015, the lifetime limit will increase to \$4,000.*
- (d) *Premium costs for the Dental Plan shall be paid by the Employer.*
- (e) *White fillings shall be included.*

26.05 General Principles

The plan coverage shall be maintained at current levels through the term of this collective agreement.

- (a) *Participation in the aforementioned Plans shall be mandatory.*
- (b) *Life, Accidental Death and Dismemberment, Extended Health and B.C. Medical Plan coverage commences on completion of three months of continuous employment. Weekly*

Indemnity shall commence on completion of the period stipulated in Article 19.03.

- (c) *Dental coverage commences once the employee has been continuously employed by the employer for six months.*

- (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 ten (10) 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 coverage for up to one (1) year provided the full cost of premiums are paid to the Employer. Employees elected or appointed to Union office may continue coverage while on approved leave of absence 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 ninety percent (90%) of the employee's normal earnings calculated at his 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 twenty-four (24) months.*

ARTICLE 28: SAFETY PRACTICES

- 28.01** *Employees shall, at all times, comply with the Safety Rules established by the Employer. The Employer and the employees will comply 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. The Employer shall provide access to all safety and work method documents upon Union request.*

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 his trade and who has charge of more than five other employees and/or contractors. A foreman is responsible for seeing that the work of the employees under his charge is carried on safely and efficiently.

Sub-Foreman

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

Chargehand

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

Cable Splicer

An employee who works on high voltage paper insulated lead cable. Because the use of this type of cable is now very limited, no employee(s) will be permanently assigned to the classification of Cable Splicer, and the rate for the said classification will only be paid to an employee while he is actually engaged in splicing high voltage paper insulated lead cable.

Journeyman Lineman

An employee having an interprovincial red seal or equivalent , and who is qualified to work on all classes of overhead and underground line work.

Groundman Truck Driver I

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. He operates trucks and winches and also does digging of post holes and cable trenches as required.

Groundman Truck Driver II

An employee who has the qualifications of a Groundman-Truck Driver, and 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.

Groundman Helper

An employee who assists in various types of electrical work.

Journeyman Meterman

An employee having three or more years' experience as a meter repairer, meter tester or meter

installer, and who is qualified to undertake the testing, overhauling, repairing and calibrating of meters and the setting or removing of meters used for billing purposes and related duties as assigned.

Electrical Technician

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

Labourer

An employee, whose duties shall consist of a general nature, being - ditching, digging, landscaping and duct placing. The labourer is not to be working with energized underground (electrical installations).

Traffic Signal Technician

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

Traffic Signals Coordinator

An employee, within the meaning of the Labour Relations Act, who is a Journeyman in his trade and who has charge of not more than three other employees. The Traffic Signal Coordinator is responsible for both undertaking work assignments and seeing that the work of the employees under his charge is carried on safely and efficiently.

Student

A person employed, for a defined period, by the Employer for remuneration who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year. A student may only be hired with the prior agreement of the Union and shall be paid 75% of the labourer rate, plus 14% in lieu of all vacation and fringe benefits. 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 his or her 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:

<i>Start date to completion of 24 months</i>	<i>75% of Journeyman hourly rate</i>
<i>24 months to 36 months</i>	<i>80% of Journeyman hourly rate</i>
<i>36th month to completion</i>	<i>90% of Journeyman hourly rate</i>
<i>Journeyman & Inter-provincial certified</i>	<i>100% of Journeyman hourly rate</i>

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 his/her 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.

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 job description or rate of pay, the Union must, within 15 days, advise the Employer in writing and include a proposed job description and/or rate of pay and reasons for the proposal. Within an additional 15 days, the Union must meet with the Employer to attempt to agree on a job description and/or 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 job description and/or rate of pay to arbitration. The Arbitrator shall have 30 days to issue a final and binding decision. The Employer retains the right to cancel establishment of the position prior to proceeding to arbitration. 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

30.01 *Employees shall be paid hourly wage rates as follows:*

POSITION	2018 Hourly Wage Rate	2019 Hourly Wage Rate	2020 Hourly Wage Rate	2021 Hourly Wage Rate	2022 Hourly Wage Rate
Foreman	\$52.13	\$53.17	\$54.24	\$55.32	\$56.43
Sub-Foreman	\$50.35	\$51.36	\$52.38	\$53.43	\$54.50
Chargrehand	\$48.60	\$49.57	\$50.56	\$51.57	\$52.61
Cable Splicer	\$45.31	\$46.22	\$47.14	\$48.08	\$49.05
Journeyman Lineman	\$47.37	\$48.32	\$49.28	\$50.27	\$51.27
Groundman Truck Driver I	\$35.98	\$36.70	\$37.43	\$38.18	\$38.95

Groundman Truck Driver II	\$38.86	\$39.64	\$40.43	\$41.24	\$42.06
Groundman Helper	\$35.22	\$35.92	\$36.64	\$37.38	\$38.12
Electrical Technician	\$44.76	\$45.66	\$46.57	\$47.50	\$48.45
Utilityman	\$35.98	\$36.70	\$37.43	\$38.18	\$38.95
Journeyman Meterman	\$42.04	\$42.88	\$43.74	\$44.61	\$45.51
Labourer	\$28.52	\$29.09	\$29.67	\$30.27	\$30.87
Traffic Signal Technician	\$44.76	\$45.66	\$46.57	\$47.50	\$48.45
Traffic Signal Coordinator	\$46.13	\$47.05	\$47.99	\$48.95	\$49.93
Student*	\$21.40	\$21.83	\$22.26	\$22.71	\$23.16

ARTICLE 31: JURY DUTY

31.01 *When an employee is summoned to Jury Duty, subpoenaed as a witness, or represents the municipality in his 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 his normal earnings and the payment he receives 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 him. Statutory holidays will accrue for the employee to use upon his return from court duty.*

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 Arbitrator pursuant to Article 6 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.*

32.03 *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:*

- (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 Arbitrator 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 his displacement as the Arbitrator considers reasonable;*
- (v) that the employer engage the Union in accommodation discussions.*

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 *Job related liability protection will be in accordance with the District of Summerland's Officers and Employees Indemnification Authorization Bylaw. The union will be notified of any change affecting this Bylaw.*

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. Personal disability insurance plans excluded.*

ARTICLE 35: GENERAL

35.01 Discipline and Discharge

- (a) *The Employer shall not discipline or discharge any employee before providing the employee with its grounds for discipline or discharge and an opportunity to respond at a meeting, before the meeting described in (c) below takes place with the employee and the shop steward.*
- (b) *The option will be provided to have a shop steward present with an employee at meetings with management concerning discipline or discharge.*
- (c) *At the time an employee is disciplined or discharged, the Employer shall notify the employee in writing of the grounds for discipline or discharge and provide a copy of such notice to the Union.*

35.02 Employee Records

- (a) *Upon request, employees shall be entitled to review their personnel record make notes, and take photocopies of any documents forming any part of such records.*
- (b) *Any record of discipline will be removed after three years of subsequent discipline free service.*

ARTICLE 36: TERM OF AGREEMENT

- 36.01** *This Agreement shall take effect from January 1st, 2019, and shall remain in effect until December 31st, 2022, 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.*
- 36.02** *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 5TH day of March, 2020.


ON BEHALF OF:

*International Brotherhood of Electrical
Workers, Local 213*

Jeff Self, Assistant Business Manager

ON BEHALF OF:

The District of Summerland



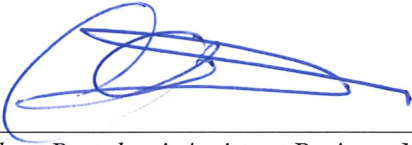
Marnie Manders, Manager of Human Resources



Ryan Robillard, Journeyman Lineman



Jeremy Storvold, General Manager Electrical
Utility



Albert Bortolussi, Assistant Business Manager



Jim Lofty, Business Manager

LETTER OF UNDERSTANDING #1

BETWEEN: **DISTRICT OF SUMMERLAND (the Employer),**

AND: **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL NO. 213 (the Union)**

In order that the District of Summerland may recruit a trainee for the job classification of Journeyman Meterman, the parties agree to the following formula to determine the rate of pay for the Job Classification:

1st twelve months of service 88% of Journeyman rate

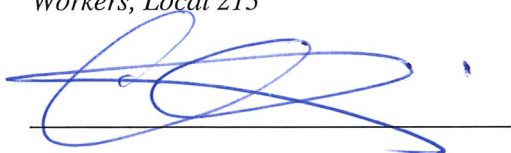
2nd twelve months of service 92% of Journeyman rate

3rd twelve months of service 96% of Journeyman rate

THEREAFTER 100% of Journeyman rate

ON BEHALF OF:

*International Brotherhood of Electrical
Workers, Local 213*

A blue ink handwritten signature, appearing to be "J. J. Jones", written over a horizontal line.

ON BEHALF OF:

District of Summerland

A blue ink handwritten signature, appearing to be "M. J. Jones", written over a horizontal line.

*Dated: July 4, 1979
Revised: July 7, 1981
Revised March 12, 2012
Renewed January 29, 2015
Renewed February 7, 2019*

LETTER OF UNDERSTANDING #2

between

DISTRICT OF SUMMERLAND

(the "Employer")

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213

(the "Union")

RE: Line Field Safety Representative (LFSR)/Utility Permit

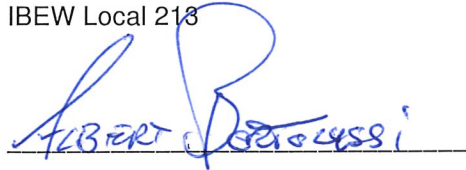
1. *LFSR appointment/designation will be at the discretion of the Employer.*
2. *The employees named on the Electrical Operating Permit will receive an additional \$1.00 per hour to a maximum of 75 regular hours per pay ~~pension~~ period and such earnings will be pensionable.*
3. *The additional pay will cease when the employee is on Weekly Indemnity, Long Term Disability, a WorkSafeBC claim or an unpaid absence.*
4. *Course costs, including time to obtain LFSR status will be paid for by the employer.*

This Letter of Understanding shall form part of the renewed Collective Agreement – Letter of Understanding – Lineman Field Safety Representative / Utility Permit.

Dated at Summerland this 7th day of February, 2020.

Signed for the Union

IBEW Local 213



Signed for the Employer

District of Summerland

