

JANUARY 1, 2026 to DECEMBER 31, 2029

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 12th day of March, 2026

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 31. Article 3.01 applies to employees whose jobs were listed in the 2019-2022 collective agreement, including any newly created classifications whose duties were listed in the classification descriptions set out in Article 29.01 of the 2019-2022 collective agreement.
- 3.02 If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Article 31, is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such position and all the provisions Article 30.02 shall apply.

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 including but not limited to the right to direct employees, hire, discipline, demote, discharge, suspend and layoff are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement and any statute. 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 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, clearly identifying the conversation as a verbal Step 1 grievance.

If an employee claims that they have been dismissed, suspended, or laid off contrary to the terms of this Agreement, Step 1 of the grievance procedure will be omitted and the grievance will be referred immediately to Step 2. Timelines as outlined in clause 6.05 will apply in instances of this nature.

Step 2 - If a satisfactory settlement is not reached within fourteen (14) 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 Manager of Human Resources.

Within fourteen (14) 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 Manager of Human Resources.

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 **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.

6.07 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. Stewards will refrain from Union work, discussion and/or advocacy during working hours. Any Union work, discussion, etc., that is not requested by the District, will be coded appropriately on timesheets and charged to the Union for payment.

6.08 **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 Manager of Human Resources or person holding an equivalent position, or their authorized representative.

6.09 **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) Over and above the 10 days in 7.04(b) above, 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, and present same to the Employer for the Employer's approval by the end of February each year. 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.
- (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, they 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 they are 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 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, for longer than two (2) hours, 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 pay for 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 coordinate getting 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 they 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 their 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 they have completed their normal day's work, 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 An employee called in to work before their 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 their regular hourly rate, unless they had been previously instructed not to report for work. Where an employee reports for their regular shift but refuses to commence work, they shall not be entitled to pay. Where an employee commences work but refuses to continue to 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 **Rest Time**

For the principle of rest time an employee scheduled, in advance, to work into hours that would normally attract rest time, prior to the scheduled day of rest, will be entitled to pay for rest time as outlined in Article 10. This does not apply to call outs.

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, the working day or shift unless otherwise requested, until they have 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 the 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 the 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.

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

ARTICLE 11: TRAVEL TIME

- 11.01 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.
- 11.02 Out of town travel related to training will be paid at straight time rates.

ARTICLE 12: ANNUAL VACATIONS

- 12.01 For the purpose of calculating annual vacations, all vacation days are front-loaded at the beginning of each calendar year, prior to being earned, or in the case of new employees, upon their start date.

For any employee who does not work the full year, vacation entitlement will be pro-rated based on days worked annually.

12.02 Vacation Entitlement

| Years of Employment | Number of Vacation Days Earned for use in the Current Year | Equivalent hours for employees working 37.5 hours/week |
|--------------------------------------|---|--|
| Initial (starting) year Zero(0) | Pro-rated based on 1.5 days for each full month worked to a maximum of 15 days (e.g. a start date of July 1 st equals 9 days earned in the initial year) | Pro-rated based on 11.25 hours for each full month worked to a maximum of 112.5 hours (e.g. a start date of July 1 st equals 67.5 hours earned in the initial year) |
| 1 st to 7 th | 15 days | 112.5 hours |
| 8 th to 15 th | 20 days | 150 hours |
| 16 th to 20 th | 25 days | 187.5 hours |
| 21 st to 29 th | 30 days | 225 hours |
| 30 th year thereafter | 35 days | 262.5 hours |

Calculated from the employee's start date, on the year that the vacation increment increases, the additional week of vacation will be loaded into each employee's vacation bank on January 1st of that calendar year. For example:

Start date of July 1, 2018 is calculated as follows:

| | | |
|---------------|-----------------------------|---------------------|
| Initial year: | July 1, 2018 - Dec 31, 2018 | - 9 days - prorated |
| Year 1: | Jan 1, 2019 - Dec 31, 2019 | - 15 days |
| Year 2: | Jan 1, 2020 - Dec 31, 2020 | - 15 days |
| Year 3: | Jan 1, 2021 - Dec 31, 2021 | - 15 days |
| Year 4: | Jan 1, 2022 - Dec 31, 2022 | - 15 days |
| Year 5: | Jan 1, 2023 - Dec 31, 2023 | - 15 days |
| Year 6: | Jan 1, 2024 - Dec 31, 2024 | - 15 days |
| Year 7: | Jan 1, 2025 - Dec 31, 2025 | - 15 days |
| Year 8: | Jan 1, 2026 - Dec 31, 2033 | - 20 days |
| Year 16: | Jan 1, 2034 - Dec 31, 2038 | - 25 days |
| Year 21: | Jan 1, 2039 - Dec 31, 2047 | - 30 days |
| Year 30: | Jan 1, 2048 - onward | - 35 days |

12.03 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 requests submitted up to the end of February each year will be based on seniority. Throughout the remainder of the calendar year, vacation requests will be approved on a "first come, first serve" basis. Vacation pay will be paid through the normal payroll procedures for the period when the vacation is taken.

12.04 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 weekly indemnity or is in receipt of compensation under the provisions of Article 28.01(a).

12.05 Employees 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 base rate of pay as at the time they take their vacation.

12.06 When an employee leaves the service of the Employer, they shall be paid, on a pro-rated basis for all earned and outstanding vacation up to and including the last day worked.

If an employee departs from the Employer, for any reason whatsoever, and has taken vacation time off in excess of what they have earned, prior to their final date of employment, the outstanding amount will be deducted from their final pay or repaid in another manner within thirty (30) days.

12.07 Employees will continue to accrue vacation entitlement when they are on an approved Short-term Disability, a WorkSafe BC claim for the first twenty-six (26) weeks or, a Leave of Absence recognized under Part 6 of the Employment Standards Act.

Employees will not accrue vacation entitlement when they are on Long Term Disability, an Unpaid Leave not considered to be continuous service under Part 6 of the Employment Standards Act, or while on a WorkSafe BC claim exceeding twenty-six (26) weeks.

12.08 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 13: STATUTORY HOLIDAYS

13.01 The Employer will observe the following as statutory holidays:

| | |
|----------------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia 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.

- 13.02 If by law or proclamation, another day is substituted for the observance of any statutory holiday specified in Article 13.01, the day of observance shall be considered as the holiday insofar as payment for the specified statutory holiday is concerned.
- 13.03 Should one of the statutory holidays specified in Article 13.01 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.
- 13.04 Should any of the statutory holidays specified in Article 13.01 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.
- 13.05 Subject to the provisions of Article 13.07, 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 13.01, regardless of whether they perform any work on such holiday.
- 13.06 If an employee is required to work on one of the statutory holidays specified in Article 13.01, they shall be paid at double their regular hourly rate for all hours worked.
- 13.07 To qualify for the seven and one half (7½) hours pay for a statutory holiday specified in Article 13.05, 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 reasonable cause acceptable to the Employer.

ARTICLE 14: NO PYRAMIDING

14.01 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 15: TIME OFF IN LIEU OF PREMIUM PAY

15.01 Notwithstanding the provisions of Article 8: Overtime, Article 9: Call outs, Article 13: 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.

- 15.02 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.
- 15.03 In extenuating circumstances the Employer may, at their sole discretion, grant additional banked time off.

ARTICLE 16: WORK IN HIGHER CLASSIFICATION

- 16.01 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 17: TOOLS

- 17.01 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.
- 17.02 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.
- 17.03 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.
- 17.04 The Employer shall provide protective clothing including FR wear, rain gear, work gloves, safety glasses and safety headgear.
- 17.05 The Employer shall provide a boot allowance to employees actively at work of \$300.00 per calendar year for the purchase or repair of approved protective foot wear. Reimbursement will be provided upon receipt of proof of purchase.

Employees may choose to defer the three hundred (\$300) to the following calendar year in order to purchase safety boots not to exceed \$600 over a 24-month period of time.

ARTICLE 18: SENIORITY

- 18.01 Seniority shall not be acquired by an employee until they have been continuously employed by the Employer for six months, following which the employee's seniority shall date back to the date on which they entered the employ of the Employer. The six (6) month period shall be extended by the number of any scheduled days not worked.

18.02 Until an employee acquires seniority they shall be on probation and the Employer may terminate their employment for any reason save Union activity.

18.03 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 they 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.

18.04 Seniority shall cease upon termination of employment. It shall also cease after an employee's approved absence has expired and they have not returned to work or has failed to give a reasonable explanation acceptable to the Employer.

18.05 If an employee's seniority ceases, their employment shall be terminated. If a terminated employee is re-employed, they shall start as a new employee and their right to seniority and other benefits, based upon their length of service with the Employer, shall be calculated from their date of re-employment.

ARTICLE 19: LAYOFF AND RECALL

19.01 An employee who is designated for layoff shall be given a minimum of two (2) weeks' written notice.

19.02 In the event of layoff, employees shall be laid off in reverse order of seniority within each job classification, including where there would be no remaining employee in a classification. An employee scheduled for lay off may bump an employee with less seniority, in an equal or lower paid classification within the bargaining unit, provided the employee holds the skills, ability, knowledge and qualifications to perform the full duties of such position.

19.03 a) A laid off employee will retain recall rights for a period of six (6) months if they have been with the Employer for one (1) year or less, and retain recall rights for twelve (12) months if they have been with the Employer for over one (1) year. Recall to work will be by seniority within each job classification.

b) Employees shall be entitled to recall for employment in order of seniority, provided they have the required qualifications, skills, knowledge and ability to do the work available.

ARTICLE 20: APPROVED ABSENCES

20.01 (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 laid off employee on recall, annual vacations, lieu days, disciplinary suspensions, compensable accidents or illnesses, and non-compensable accidents or illnesses when the employee provides medical proof of absence from a qualified medical practitioner to substantiate the employee's absence from work.

(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.

20.02 Under special circumstances the Employer may extend an approved absence beyond twelve (12) months.

20.03 If an employee is absent without Employer approval, their employment may be terminated.

20.04 Bereavement Leave

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 Manager 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 they request 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 their Supervisor. Such approval shall not be unreasonably withheld.

Where the employee is required to travel more than 400 kilometers to attend the funeral of any of the approved relatives, the employee will be permitted two (2) additional days for such travel without loss of pay.

20.05 Jury Duty

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 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. Statutory holidays will accrue for the employee to use upon their return from court duty.

ARTICLE 21: JOB POSTINGS

21.01 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.

21.02 Such vacancy or new position shall not be permanently filled until ten (10) calendar days have elapsed after the posting of such notice.

- 21.03 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.
- 21.04 For the key leadership position of Foreman, within the bargaining unit, candidate selection will be based on the most senior internal candidate unless another interviewed internal candidate demonstrates a superior balance of qualifications, skills, knowledge or ability to fulfil the job requirements.
- 21.05 When a job vacancy is filled on permanent basis, by an internal employee, they shall be on a trial period for six (6) months in the new position. During this time, the Employer shall review the service of the employee in the new position. If such service is proven satisfactory, the employer shall confirm the employee to the position. If during, or at the conclusion of the trial period, it is apparent that the employee is not successfully meeting the job requirements, the Employer may extend the trial period by mutual agreement of the parties for not more than three (3) additional months.

In the event the successful applicant proves unsatisfactory in the position during any part of the trial period or extended trial period, they shall be returned to their former position without loss of seniority or previous salary. At that time, any other employees that were promoted or transferred because of the rearrangement of positions, shall also be returned to their former position without loss of seniority and previous salary.

ARTICLE 22: STANDBY

- 22.01 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 their 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 (7½) hour shift.
 - (b) Four (4) hours pay at their straight time hourly rate for each non-working day on which they are on call.
- 22.02 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.
- 22.03 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.
- 22.04 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.
- 22.05 For travel on call out to and from the employee's 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 23: WEEKLY INDEMNITY

23.01 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).

23.02 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.

23.03 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 (1/2) or more of their normal working shift.

- (b) Maternity Leave

23.04 General Principles

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

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

23.06 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.

- 23.07 No existing employee shall be required to receive vaccinations in order to maintain employment inclusive of all rights and benefits contained within the Collective Agreement, unless there is a Public Health Order or other provincial or federal legislation requiring the applicable vaccinations.

ARTICLE 24: CHANGE OF OWNERSHIP

- 24.01 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 25: AUTOMATION AND MANPOWER TRAINING

- 25.01 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 26: PENSION PLAN

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

ARTICLE 27: HEALTH AND WELFARE COVERAGE

27.01 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.

27.02 Medical Services Plan

In order to be eligible for some group benefits, each qualified employee must be enrolled in the Medical Services Plan at no cost to the employee.

27.03 Extended Health Benefit

Each qualified, active employee, spouse and their dependents shall be eligible for the Extended Health Benefit Plan at no cost to the employee.

- Lifetime maximum of unlimited
- Pay Direct Drug Card at 100% reimbursement

- Vision care at \$750.00 / per calendar year ; up to \$2,000.00 per eye will be paid one time only for Laser Eye Surgery
- Eye Exams - \$150.00 limit / 2 calendar years or, as required at the direction of a physician

Paramedical Coverage

- Physiotherapy / Massage limit of 15 visits per calendar year with a 100% reimbursement per visit.
- Chiropractor / Naturopath limit of 12 visits per calendar year with a 100% reimbursement per visit.
- Hearing Aid Coverage limit at \$5,000/ 3 years, includes adults and dependants
- Counselling services at a limit of 12 total visits by the Employee and 12 total visits per dependant, per calendar year at 100% reimbursement per visit.

27.04 Dental Plan

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

- (a) Basic Dental Services - Plan pays 100% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges, dental implants - Plan pays 75% of approved schedule of fees spending caps of \$2500.00 per calendar year.
- (c) Orthodontics - Plan pays 75% of approved schedule of fees to a maximum lifetime limit of \$7,000.
- (d) Premium costs for the Dental Plan shall be paid by the Employer.
- (e) White fillings shall be included.

27.05 General Principles

The plan coverage shall be maintained at current levels and will not change.

- (a) Participation in the aforementioned Plans shall be mandatory.
- (b) i) Coverage for Life, Accidental Death and Dismemberment shall commence upon an employee's start date.
- ii) Extended Health, Dental and Weekly Indemnity coverage shall commence on completion of three months of continuous employment.

- (c) 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 and Extended Health coverage.

- (d) 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 28: COMPENSATION PAYMENTS

28.01 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 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 twenty-four (24) months.

ARTICLE 29: SAFETY PRACTICES

29.01 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 30: CLASSIFICATION AND DEFINITIONS

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

***Foreman**

An employee, within the meaning of the Labour Relations Act, is a Journeyperson Red Seal Powerline Technician who has charge of other employees and/or contractors.

A Foreman is responsible for seeing that the work of the Utility is carried out safely and efficiently.

**There will always be a minimum of one (1) posted Foreman position and will always be backfilled when absent from work for longer than one (1) day.

***Sub-Foreman**

An employee, within the meaning of the Labour Relations Act, under the direction of the Foreman, is a Journeyman Red Seal Powerline Technician who has charge of other employees and/or contractors.

A Sub-Foreman is responsible for seeing that the work of the employees and/or contractors under their charge is carried on safely and efficiently.

**There will always be a minimum of one (1) posted Sub-Foreman position.

***Chargehand**

An employee within the meaning of the Labour Relations Act, under the direction of the Foreman or Sub-Foreman, is a Journeyman Red Seal Powerline Technician who has charge of the other employees and/or contractors.

The Chargehand is responsible for seeing that the work of the employees and/or contractors under their charge is carried on safely and efficiently.

**There will always be a minimum of one (1) posted Chargehand Position.

***Powerline Technician**

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

* These classifications are considered as the same classification for the purpose of layoff and recall.

** For the purpose of Article 30.01, should the current practice of having a minimum of one posted Foreman position, one posted Sub-Foreman position and one posted Chargehand position at all times cease at any point during the life of the Collective Agreement, the Parties agree that they will revert to the language that was in the 2019-2022 collective agreement which recognizes the number of employees and/or contractors overseen for the purpose of upgrouping.

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 or is completing their schooling in that same year. A student will be paid 14% in lieu of all statutory holidays, annual vacations, lieu days, Health and Welfare benefits, premiums and paid leaves. A student shall not acquire seniority.

Apprentice

A person who is registered in a paid, work-based apprenticeship training program combined with working on-the job and post-secondary technical training.

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.

Apprentice Pay schedule:

| | |
|---|-----------------------------------|
| Start date to completion of 24 months | 75% of Journeyperson hourly rate |
| 24 months to 36 months | 80% of Journeyperson hourly rate |
| 36th month to completion | 90% of Journeyperson hourly rate |
| Journeyman & Inter-provincial certified | 100% of Journeyperson 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 his/her return from leave.

None of the provisions of this Agreement, other than wage rates, Union dues deductions, 14% in lieu of all statutory holidays, annual vacations, lieu days, Health and Welfare benefits, premiums, paid leaves, and access to grievance procedure shall apply to relief employees. A relief employee shall not acquire seniority.

30.02 **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 31: SCHEDULE OF WAGES AND CLASSIFICATIONS

31.01 Employees shall be paid hourly wage rates as follows:

| POSITION | Jan 1, 2026 Hourly Wage Rate | Jan 1, 2027 Hourly Wage Rate | Jan 1, 2028 Hourly Wage Rate | Jan 1,2029 Hourly Wage Rate |
|-----------------------------|------------------------------------|------------------------------------|------------------------------------|-----------------------------------|
| | | 3.5% | 3.5% | 3.5% |
| Foreman | \$68.48 | \$70.88 | \$73.36 | 76.11 |
| Sub-Foreman | \$66.13 | \$68.44 | \$70.84 | 73.50 |
| Chargehand | \$63.85 | \$66.08 | \$68.39 | 70.95 |
| Powerline Technician | \$62.21 | \$64.39 | \$66.64 | 69.14 |

| POSITION | Jan 1, 2026 Hourly Wage Rate | Jan 1, 2027 Hourly Wage Rate | Jan 1, 2028 Hourly Wage Rate | Jan 1, 2029 Hourly Wage Rate |
|----------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Student | BC Minimum Wage | BC Minimum Wage | BC Minimum Wage | BC Minimum Wage |

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 their 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 automatically removed after two (2) working years of subsequent discipline free service. Working years do not include approved leaves off work. ie. weekly indemnity or WorkSafeBC, etc. time off, and any such record of discipline will not be relied upon once removed.

ARTICLE 36: TERM OF AGREEMENT

36.01 This Agreement shall take effect from January 1, 2026, and shall remain in effect until December 31, 2029, 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 _____ day of _____ 2026.

ON BEHALF OF:

International Brotherhood of Electrical Workers, Local 213



Rod Botelho, Assistant Business Manager



Ryan Robillard, Foreman



Mike Thompson, Chargehand



Jim Lofty, Business Manager

ON BEHALF OF:

District of Summerland



Marnie Manders, Human Resources



Michelle Pascoe, Manager of Human Resources



Jeremy Stovold, Director of Utilities



David Svetlichny, Director of Finance

LETTER OF UNDERSTANDING #1

between

DISTRICT OF SUMMERLAND

(the “Employer”)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 213

(the “Union”)

RE: Field Service Representative Certification / Permit Holder

1. Class A-R 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-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 the Class A-R certification will be paid for by the employer.

Dated at Summerland this 12th day of March, 2026.

Signed for the Union

Signed for the Employer

IBEW Local 213

District of Summerland









Dated: March 12, 2012
 Renewed: January 29, 2015
 Revised and Renewed: February 7, 2020
 Revised and Renewed: April 4, 2025
 Renewed: March 12, 2026