

2020 - 2022

COLLECTIVE AGREEMENT

between the

CITY OF NEW WESTMINSTER

and

LOCAL 213, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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THIS AGREEMENT made and entered into this 1st day of April in the year Two Thousand and Twenty.

Between:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER
(the "Employer"),

OF THE FIRST PART

And:

LOCAL 213, THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(the "Union"),

OF THE SECOND PART

1. COVERAGE

WHEREAS the City is an employer within the meaning of the Labour Relations Code, being Chapter 244 of the Statutes of British Columbia, 1996;

AND WHEREAS the Union represents all of those employees in the Electric Utility of the Employer except members of the Canadian Union of Public Employees, Local 387 and those employees excluded by the Labour Relations Code;

AND WHEREAS the Employer and the Union have carried on collective bargaining under the provisions of the Labour Relations Code and have reached an agreement as hereinafter expressed;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

2. TERM OF AGREEMENT

- a) This Agreement will be for a term of two (2) years with effect from the first day of April 2020 to the thirty-first day of March 2022, both dates inclusive, and will remain in full force and effect from year to year thereafter unless either party within four (4) months immediately preceding the date of expiry of this Agreement, or the thirty-first day of March in any subsequent year, gives to the other party written notice of its desire to change, amend, or terminate such Agreement.
- b) The operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded from and will not be applicable to this Agreement.

3. EMPLOYEE DEFINITIONS

- a) A 'Regular Employee' is an employee who is employed on a full-time basis for an indefinite period of time.
- b) A 'Temporary Employee' is an employee who is employed on a full-time basis, for a definite and limited period of time up to a maximum of one (1) year (which may be cut short by circumstances which could not be foreseen at the time of hiring). The one (1) year period may be extended by mutual agreement of the parties. In the event extensions are agreed to and the work extends beyond three (3) years, the position and the incumbent will become permanent and the incumbent will be recognized as a Regular Full-Time Employee. Seniority will be based on the start date of the temporary assignment.

4. UNION SECURITY

- a) All employees covered by this Agreement will, within thirty (30) days of the signing of this Agreement or within thirty (30) days from the date of commencing employment if not already a member of Local 213 of the International Brotherhood of Electrical Workers, make application for membership in the Union, and if accepted, will become and remain a member of the Union while employed in any capacity covered by this Agreement.
- b) The Employer will deduct monthly from each employee an amount equal to the Union dues and assessments in accordance with the By-laws of the Union and transmit the amounts so deducted to the Treasurer of the Union at the end of each month. The Union will provide the Employer with a copy of its By-laws as may from time to time be in force.
- c) The Union reserves the right to discipline its members for violation of its Laws, Rules and Agreements.

5. WORKING CONDITIONS

5.1 Hours of Work

- a) The normal hours of work will be from 08:00 to 12:00 and from 12:30 to 16:00 Monday to Friday inclusive, on the basis of thirty-seven and one-half (37½) hours per week.

Where service to the customer or the efficiency of the work requires it, an employee's hours of work may be temporarily varied to one of the following provided the employee has been given a minimum of two (2) calendar days' notice:

- (i) from 06:00 to 10:00 and from 10:30 to 14:00; or
- (ii) from 10:00 to 14:00 and from 14:30 to 18:00.

- b) Time worked during an employee's lunch break will be paid as overtime in accordance with Article 6.4 only if the lunch break is not provided within one (1) hour immediately preceding or immediately after the scheduled lunch break.
- c) Employees will not be required to work on Labour Day except to preserve life or property.

5.2 Temporary Suspension of Work

Notwithstanding any other provisions of this Agreement, in cases of circumstances beyond the control of the Employer, for example, but not limited to, strikes, lock-outs or work shortages, the Employer may temporarily reduce or suspend the hours of work of employees for a period of time not to exceed twenty (20) continuous working days. Commencing on the second (2nd) day, the Employer will attempt to adjust the application of the temporary suspension so that in each category, the least senior employees are affected subject to their competence. Seniority and benefits will be unaffected by the temporary reduction or suspension. Following the commencement of a temporary reduction or suspension of hours of work pursuant to this Article, the Employer and the Union may mutually agree to another method of effecting the temporary reduction or suspension of hours.

5.3 Seniority

In all matters pertaining to employees, providing all factors are equal, seniority will prevail.

5.4 Vacancies

All advertising for new employees or of new positions will be posted in such places as may be mutually agreed upon by the parties hereto.

5.5 Residence

- a) Every employee will as a condition of employment, reside either within the territorial limits of the City of New Westminster or not further than twenty-four (24) kilometers from those said limits; provided however that every employee must reside on the Lower Mainland of British Columbia;
- b) Notwithstanding anything contained elsewhere in this Agreement, the Employer will not be required to call out, include in any callout schedule, or assign standby to any employee living outside of the area specified in paragraph (a) above;
- c) Every employee employed by the Employer at the date of signing this Agreement will be required to notify the Employer of their intention to change their place of residence from where they currently reside.

5.6 Probation Period

- a) All new employees will be placed in a probationary capacity until the completion of six (6) months of continuous service. At any time during such period, a probationary employee may be terminated if it can be satisfactorily shown that the probationary employee is unsuitable for regular employment.
- b) If a probationary employee continues in the same position on a fulltime basis, seniority, holiday benefits and other perquisites referable to length of service will be based on the original date of employment.

6. REMUNERATION

6.1 Pay

The rates of pay set out in Schedule "A", which is attached hereto and forms part of this Agreement, will apply during the term of this Agreement.

6.2 Acting Pay

- a) Where an employee is required to work for more than one (1) hour in a higher classification, they will be paid at the rate applicable to the higher classification for all time worked at that classification, provided however that when an employee works more than one (1) hour and less than two (2) hours in this higher classification, they will be paid for two (2) hours at the rate applicable to the higher classification.
- b) When two (2) crews, each under the supervision of a Subforeperson, are assigned to work together, the senior Subforeperson will be paid the Foreperson rate, except when the second (2nd) crew temporarily joins the work project already in progress in which case the Subforeperson from the first crew will be paid the Foreperson rate.
- c) Where an employee has worked in a higher classification than their normal classification for more than sixty percent (60%) of their total working hours (i.e. hours actually worked and excluding hours paid but not worked) during the calendar year they will receive at the end of the said calendar year a lump sum payment calculated in accordance with the following formula:

$$\frac{\text{Vacation Entitlement}}{261^* - \text{Vacation Entitlement}} \times \text{Total Acting Pay Premium During Year}$$

(*261 means total normal paid days per year)

Note: Acting Pay premium is equal to the higher rate minus the employee's normal classified rate.

It is understood and agreed by the parties that the original payments for time on vacation will be made on the basis of the rate for the employee's normal classification.

- d) An employee who is acting in a higher classification than their normal classification will receive the higher rate of pay for any statutory holiday where they would have been working in the higher classification on that day except for the occurrence of the holiday.

6.3 Acting Manager

Where an employee is assigned to carry out the duties and responsibilities of a Manager, the employee will be paid at a rate equal to the step on the salary range for the Manager which the Employer determines to be appropriate during such assignment.

6.4 Overtime

- a) Overtime is to be defined in the case of Full-time and Temporary Employees as:
 - i) time worked during an employee's regular lunch break except as provided in Article 5.1(b);
 - ii) time worked immediately following an employee's regular shift;
 - iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an employee's regular shift; or
 - iv) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time;
- b) Double time (2X) for all overtime worked.
- c) Relief will be for a period of not less than eight (8) hours. Any employee called for duty within the four (4) hour period prior to the commencement of their scheduled working hours will be paid double time for all time worked prior to commencement of such scheduled working hours and thereafter at straight time for the next eight (8) working hours and will not be entitled to relief.
- d) When an employee commences overtime work more than four (4) hours prior to their scheduled working day, they will not return to nor continue into their working day unless otherwise requested, until they have had eight (8) hours of time off which will be calculated from the time their overtime work is finished. The employee will be paid for their working day or shift at straight time until the eight (8) hours of 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 (8) hour rest period expires later than the end of the normal luncheon period, an employee will not be required to return to work to qualify for the remainder of the working day or shift at straight time rates.

An employee who is requested to continue working into their working day or requested to return to work before they have completed their eight (8) hour rest period, will continue to be paid at the overtime rate for all time worked, plus straight time for the time their rest period overlaps their day or shift or the difference between the rest period taken and eight (8) hours. At the end of the eight (8) hour rest period they will continue to be paid at the overtime rate until they complete their work. If they are sent home before the end of their working day or shift, they will be paid at the straight time rates for the remainder of their working day or shift.

6.5 Election of Overtime

- a) At the time of working overtime the employee may elect either:
- i) to take time off equivalent to the overtime earned; or
 - ii) to receive pay for the overtime worked; or
 - iii) to take time off equivalent to fifty percent (50%) of the overtime earned and to receive pay for the remaining fifty percent (50%) of such overtime.
 - iv) Cost Recovery
- Notwithstanding items (i) to (iii) above, where an employee works overtime to deal with situations where the Employer is able to recover the overtime costs from the Emergency Management BC, the Employer shall have the option of paying the employee for such overtime, or granting the employee time off in lieu of being paid for such overtime.
- b) An employee who elects to bank overtime compensation in accordance with Article 6.5(a) may accumulate up to a maximum of one hundred fifty (150) hours in a bank at any given time. All overtime which would result in an accumulation of more than one hundred fifty (150) hours will be paid to the employee.

6.6 Call-Out

- a) Call-out is to be defined in the case of Full-time and Temporary Employees as being called back to work at any time following completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 6.4 above;
- b) Double time (2X) without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours pay at double time. If additional calls are made upon the employee prior to the expiry of the

three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls will not attract an additional three (3) hours minimum, but the employee will be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment will be four (4) hours at double time.

- c) The following provisions apply in the case of a telephone consultation callout:

Double time (2X) for the time actually worked, with a minimum of two (2) hours at double time for calls which do not require the employee to leave their home. If additional calls are made upon the employee prior to the expiry of the two (2) hour period, such additional calls will not attract an additional two (2) hour minimum, but the employee will be paid for the time actually worked plus one (1) hour's allowance at double time for travelling to and from home whether or not such additional calls actually require the employee to leave their home. If two (2) separate calls are completed within a two (2) hour period, the minimum payment will be three (3) hours double time.

6.7 Standby

- a) Where the needs of the service require employees to be available to perform emergency work during hours which are normally scheduled off, the Employer, by written arrangement with Union representatives or the Shop Steward, may by written order assign employees to standby duty. Standby duty will be equitably assigned to available qualified employees. An employee who is called to duty will be paid at the prevailing overtime rate in addition to Standby pay.
- b) No employee will be requested to stand by for a period of less than a weekend except as provided for in Article 6.7(c) herein. Notification for weekend standby will be given no later than 16:00 hours on the preceding Thursday, or if Thursday is a Statutory Holiday, on the preceding Wednesday. Standby will commence at the conclusion of the last regular working day in the week and will continue until the commencement of the first regular working day of the following week. Ten (10) hours at straight time at the employee's normal rate of pay will be paid to an employee who performs standby duty for a two (2) day weekend and, in addition, four (4) hours at straight time at the employee's normal rate of pay will be paid for each additional working day or Statutory Holiday associated with the aforementioned weekend.
- c) Employees who are requested to stand by for Statutory Holiday(s) that are not associated with a weekend as provided for in Article 6.7(b), will be notified not less than three (3) working days prior to the Statutory Holiday(s). Such standby will commence at the conclusion of the regular working day immediately prior to the Statutory Holiday(s), and will continue until the commencement of the regular working day immediately following the Statutory Holiday(s). An employee will be paid six (6) hours' straight-time pay at their normal rate of pay for standby duty for a single Statutory Holiday and ten (10) hours' straight-time pay at their normal rate of pay for standby duty on two (2) consecutive Statutory Holidays.

6.8 Shift Premium

- a) A shift premium of eighty-five cents (\$0.85) per hour will be paid for all regular hours worked outside of the period 08:00 to 16:00 hours.
- b) Shift premium is not applicable to premium hours such as overtime, callout, etc., or to paid time not worked such as vacation, sick leave, holidays, etc.

6.9 Retirement Pay

Any Full-time Employee who was employed prior to 1990 January 29; and

- a) who has reached minimum retirement age as defined in the rules of the Municipal Pension Plan and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said rules; or
- b) whose age and years of service with the Employer total eighty (80) years or more;

will be entitled to receive one (1) month of pay at their normal salary rate on termination of their employment for any reason.

7. VACATIONS AND OTHER LEAVE

7.1 Annual Vacations

Paid annual vacations for all employees covered by this Agreement will be allowed as follows:

- a) In the event of an employee working less than one (1) month he will be paid in accordance with the "Employment Standards Act". All employees having less service than one (1) year with the Employer will receive a vacation of seven and one-half (7½) hours for each complete month worked.
- b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of seventy-five (75) hours for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- c) During the second (2nd) up to and including the ninth (9th) calendar year of service, one hundred twelve and one-half (112½) hours.
- d) During the tenth (10th) up to and including the seventeenth (17th) calendar year of service, one hundred fifty (150) hours.
- e) During the eighteenth (18th) up to and including the twenty-fifth (25th) calendar year of service, one hundred eighty-seven and one-half (187½) hours.

- f) During the twenty-sixth (26th) and all subsequent calendar years of service, two hundred and twenty-five (225) hours.
- g) An employee who is entitled to annual vacation of one hundred fifty (150) hours or more in any year:
 - i) will take at least one hundred twelve and one-half (112½) hours of such annual vacation during the year in which such vacation is earned; and
 - ii) may defer the taking of any part of such annual vacation in excess of one hundred twelve and one-half (112½) hours;

provided that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 7.1(g) will be one hundred fifty (150) hours. Scheduling of the deferred vacation will be subject to the discretion of the General Manager or designate whose approval will not be unreasonably withheld.
- h) Employees who leave the service after completion of twelve (12) consecutive months of employment will receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination;

PROVIDED THAT:

- i) "Calendar Year" for the purposes of this Agreement will mean the twelve (12) month period from January 1st to December 31st inclusive;
- j) In all cases of termination of service for any reason other than for retirement on Pension or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation;
- k) Any portion of vacation time in excess of seventy-five (75) hours will be taken at such time as will be arranged with the General Manager or designate, who will determine the scheduling of vacations after consultation with the employees;
- l) In calculating continuous employment under this Article, only years in which an employee works at least two hundred and twenty-five (225) days will be taken into account.
- m) Employees who are absent for an accumulated total of six (6) months or longer on sick leave in a calendar year will have their annual vacation entitlement and vacation pay prorated on the basis of the time absent in excess of six (6) months on such leave.

7.2 Vacation in Year of Retirement

Employees leaving on Pension or on reaching maximum retirement age are entitled to vacation as follows:

If retiring prior to April 1st, they receive one-half (½) of the usual annual vacation; if retiring April 1st or later, they receive the full annual vacation.

7.3 Statutory Holidays

All employees will be entitled to a holiday with pay on the following statutory holidays: New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other general holiday declared by the Employer. If any of the above holidays occur while an employee is on their annual vacation, they will be granted extra days in lieu of such holidays.

Whenever one of the above named statutory holidays falls on a Saturday or a Sunday then each employee will be entitled to a day off with pay on either the immediately preceding working day or the immediately following working day. The Employer will have the right to decide which working day is to be observed by each employee in substitution for the named statutory holidays.

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

7.4 Bereavement Leave

- a) Any employee who has completed six (6) months of employment, may be granted Bereavement Leave without loss of pay for a period not to exceed twenty-two and one-half (22½) hours in the following events:
 - i) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse; or
 - ii) in the case of the death of any other relative if living in the employee's household; or
 - iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.
- b) Any employee who qualifies for Bereavement Leave without loss of pay under Article 7.4(a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of fifteen (15) hours.
- c) Requests for leave under Article 7.4(a) and (b) herein will be submitted to the General Manager or designate who will determine and approve the number of days required in each case.

- d) An employee who qualifies for Bereavement Leave without loss of pay under Article 7.4(a) herein may be granted such leave when on annual vacation if approved by the General Manager or designate. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, will not be entitled to such Bereavement Leave without loss of pay.
- e) Upon application to, and upon receiving the permission of the General Manager or designate, an employee may be granted leave of up to one-half (½) day, without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 7.4(a) herein.

7.5 Leave of Absence - Union Representatives

All applications for leave of absence whether with or without pay will be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer.

- a) With respect to any leave of absence granted without pay, the Employer will continue to pay each representative's regular wage or salary and will render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Extended Health and Dental coverage, sickness, accident insurance coverage and the Municipal Pension Plan. The Union will then reimburse the Employer of the amount of the account rendered within sixty (60) days.
- b) Upon application to, and upon receiving the permission of the Employer in each specific case, up to two (2) official representatives of the Union may be granted time off without loss of pay for the purpose of settling a grievance as outlined elsewhere in this Agreement.
- c) Upon application to, and upon receiving the permission of the Employer in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of collective bargaining with the Employer or for other Union business. Not more than three (3) representatives will be granted leave of absence for collective bargaining.

7.6 Compensatory Leave

- a) In substitution for a reduction in the average working hours per week from thirty-seven and one-half (37½) hours to thirty-five (35) hours per week, each employee will, subject to paragraphs (b), (c) and (d), be granted Compensatory Leave of one hundred twenty-seven and one-half (127½) hours with pay each calendar year. The General Manager or designate will prepare an annual schedule of days off which may be changed in accordance with operational commitments with as much notice as possible, but in no event will such notice be less than one (1) week.

- b) Where an employee commences or terminates his employment during any calendar year, the employee's Compensatory Leave during the calendar year of commencement or termination will be one-twelfth ($\frac{1}{12}$) of one hundred twenty-seven and one-half ($127\frac{1}{2}$) hours for each month greater than one-half ($\frac{1}{2}$) worked following commencement or prior to the date of termination. In all cases of termination for any reason, adjustment will be made for any overpayment of Compensatory Leave.
- c) Compensatory Leave will be reduced at the rate of one-half ($\frac{1}{2}$) hour for each regular shift absent:
 - i) in excess of thirty (30) continuous working days for off-the-job illness or injury;
 - ii) of one (1) day or more while on unpaid leave of absence.
- d) In the event that a scheduled Compensatory Leave day coincides with an employee's absence on a WorkSafeBC claim, the employee will forfeit entitlement to such Compensatory Leave day.

7.7 Jury and Witness Duty

- a) An employee who is called for Jury Duty or subpoenaed as a witness will be given time off work during the period of such duty. That employee will continue to be paid at their normal classified rate and any remuneration received by the employee for such duty will be remitted to the Employer;
- b) Any costs related to the Court appearance (such as transportation, parking and meals) will remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses;
- c) In cases where an employee's private affairs have occasioned a Court appearance, such leave to attend at court will be without pay.

8. SPECIAL ALLOWANCES

8.1 Clothing

- a) The Employer will make arrangements for employees to purchase rain gear at a price equal to the cost to the Employer. When safety shoes are required on the job, and approved by the General Manager or designate, the Employer will pay fifty percent (50%) of the cost of safety shoes purchased and fifty percent (50%) of the cost of repairs and rebuilds.
- b) The Employer will issue work gloves and replacements to employees on an as needed basis where the work being performed requires gloves.

8.2 Meals

- a) Subject to paragraph (b), an employee requested to work overtime will be provided with a meal and a meal intermission of not more than thirty (30) minutes at the prevailing rate upon the completion of each four (4) hours of overtime worked.
- b) An employee who works overtime immediately following their normal shift will become entitled to a meal and a meal intermission if they work more than one (1) hour of overtime.
- c) When it is impossible to provide a meal and a meal intermission due to emergency or safety reasons, the employee, at their choice, will be provided with a meal and a paid meal intermission at the prevailing rate at the completion of the work, or will be paid three-quarters ($\frac{3}{4}$) of an hour at the prevailing rate in lieu thereof.

When it is mutually agreed to delay a meal and a meal intermission, the employee, at their choice, will be provided with a meal and a paid meal intermission at the prevailing rate at the completion of the work, or will be paid three-quarters ($\frac{3}{4}$) of an hour at the prevailing rate in lieu thereof.

- d) When an employee is notified in advance of pre-scheduled work on non-working days, they will be required to provide their own lunch.

8.3 Transportation

The Employer agrees to provide or pay for the transportation of an employee called for duty outside regular working hours.

8.4 First Aid Premium

- (a) Employees who are required by the Employer to perform first aid duties in addition to their normal duties, and who hold a valid WorkSafeBC Occupational First Aid Certificate, will be paid a premium in accordance with the certificate required by the Employer as follows:

OFA Level II	Eighty-five dollars (\$85.00) per month
OFA Level III	One hundred dollars (\$100.00) per month

- (b) The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

9. EMPLOYEE BENEFITS

9.1 Medical Services Plan

Each eligible Full-Time Employee will be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the completion of one (1) month of continuous employment. The Employer will contribute the full premium for the aforesaid Plan.

9.2 Extended Health Benefits Plan

- a) Each Full-Time Employee will be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment. The Employer will pay the full premium for the Plan.
- b) The Extended Health Benefits Plan will include the following coverage:
 - i) Vision Care coverage in the amount of three hundred dollars (\$300.00) payable per person, per twenty-four (24) month period;
 - ii) Eye examination coverage in the amount of seventy-five dollars (\$75.00) per person, per twenty-four (24) month period;
 - iii) Hearing aid coverage to a maximum amount of seven hundred dollars (\$700.00) payable per person per five (5) calendar year period;
 - iv) The services of a clinical psychologist to a maximum amount of six hundred dollars (\$600.00) payable per person per calendar year;
 - v) Paramedical services including massage and physiotherapy to a combined maximum of six hundred dollars (\$600.00) per calendar year; chiropractic and naturopathic services to a combined maximum of three hundred dollars (\$300.00) per calendar year; acupuncture services to a maximum of two hundred dollars (\$200.00) per calendar year, and podiatry to a maximum of three hundred fifty dollars (\$350.00) per calendar year;
 - vi) Orthotics coverage in the amount of three hundred fifty dollars (\$350.00) every sixty (60) months.
- c) Coverage under this Extended Health Care Plan will include a spouse, dependent unmarried children until the age of twenty-one (21), and dependent unmarried children until age twenty-five (25) while they are in full-time attendance at a recognized educational institute.
- d) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed one million dollars (\$1,000,000.00).

- e) The Extended Health Benefits Plan deductible is one hundred and seventy-five dollars (\$175.00) per calendar year.
- f) The use of a direct payment card for payment of eligible Extended Health Benefits will be subject to the rules of the carrier.

9.3 Dental Plan

- a) Each Full-Time Employee will be enrolled in the Dental Plan effective the first day of the calendar month immediately following the completion of six (6) months of continuous employment.
- b) An employee who is receiving coverage from an alternate source, and can produce satisfactory evidence of that alternate coverage to the Employer, may refrain from enrolling in this Dental Plan. Any employee who chooses not to enroll in the Dental Plan and who has produced satisfactory evidence of his alternate coverage, may be enrolled in the Dental Plan at any time that his alternate coverage ceases; PROVIDED THAT the enrollment under this Article 9.3(b) will become effective on the first day of the calendar month following thirty (30) days after written notification has been received by the Director of Human Resources.
- c) The Dental Plan will provide for the following services:
 - i) Basic Dental Services (Plan A) – The Plan will pay for eighty percent (80%) of the approved Schedule of Fees.
 - ii) Prosthetics, Crowns and Bridges (Plan B) –The Plan will pay for fifty percent (50%) of the approved Schedule of Fees.
 - iii) Orthodontics (Plan C) – The Plan will pay for sixty percent (60%) of the approved Schedule of Fees for employees, spouses, and dependent, unmarried children to a lifetime maximum of three thousand dollars (\$3,000.00) per person.
- d) The Employer will contribute the full premium for this Plan.

9.4 Group Life Insurance

Each Full-Time Employee will be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment. The Group Life Insurance Plan will provide for one hundred thousand dollars (\$100,000.00) of coverage on the life of each employee so enrolled.

9.5 I.B.E.W. Short Term Sick Leave Plan

- a) Short term sick leave will be defined as the first twelve (12) working days of any absence due to illness or non-occupational injury.

- b) Each Full-Time Employee will be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Short Term Sick Leave Plan will provide for benefits which will approximate regular take home salary.
- d) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- e) In the event of an injury that may qualify for workers' compensation, the employee will be paid from the Short Term Sick Leave Plan pending a decision by WorkSafeBC. If the injury is determined to be compensable by WorkSafeBC, then the employee will pay back to the Short Term Sick Leave Plan monies equal to those funds received from the Short Term Sick Leave Fund once the employee begins to receive payment from WorkSafeBC.
- f) The Union will undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Union will contribute a percentage of their regular classified salary on a regular basis to be determined by the Union. The amount of such contributions will be determined by the Union and its members will contribute the full premium necessary to fund authorized short term sick leave absences.

9.6 Medium Term Sick Leave Plan

- a) Medium term sick leave will be defined as the next fifteen (15) weeks of any absence due to illness or non-occupational injury in excess of short term sick leave.
- b) Each Full-Time Employee will be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Medium Term Sick Leave Plan will provide for benefits at one hundred percent (100%) of regular classified salary.
- d) The initial credit of fifteen (15) weeks will be reinstated in full immediately after an employee who has used any portion of the fifteen (15) week entitlement has actively returned to work for a continuous period of one (1) month. (Any time absent, except previously approved vacation, will restart the one (1) month period.)
- e) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- f) In the event of an injury that may qualify for workers' compensation, the employee may be paid from the Medium Term Sick Leave Plan after absence of more than that covered by the Short Term Sick Leave Fund pending a decision by WorkSafeBC. If the injury is

determined to be compensable by WorkSafeBC, then the employee will pay back to the Medium Term Sick Leave Plan monies equal to those funds received from the Medium Term Sick Leave Plan once the employee begins to receive payment from WorkSafeBC.

- g) The full cost of the Medium Term Sick Leave will be paid by the Employer and will be partially offset by the employer/employee rebates of Employment Insurance premiums.

9.7 Long Term Sick Leave Plan

- a) Long Term Sick Leave will be defined as the next fifty-two (52) weeks of any absence due to illness or non-occupational injury in excess of short term and medium term sick leave.
- b) Each Full-Time Employee will be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment, excluding absences of more than ten (10) accumulated working days and all time absent on Medium Term Sick Leave.
- c) The Long Term Sick Leave Plan will provide for benefits of eighty percent (80%) of regular gross salary.
- d) The initial credit of fifty-two (52) weeks will be reinstated in full immediately after an employee who has used any portion of the fifty-two (52) week entitlement has returned to work for a continuous period of twelve (12) months. The twelve (12) month period will be extended by the total time an employee is absent where the absences exceed twenty (20) accumulated working days during the twelve (12) month period.
- e) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- f) In the event of an injury that may qualify for workers' compensation, the employee may be paid from the Long Term Sick Leave Plan after absence of more than that covered by the Medium Term Sick Leave Plan pending a decision by WorkSafeBC. If the injury is determined to be compensable by WorkSafeBC, then the employee will pay back to the Long Term Sick Leave Plan monies equal to those funds received from the Long Term Sick Leave Plan once the employee begins to receive payment from WorkSafeBC.
- g) The full cost of the long term sick leave will be paid by the Employer.

9.8 Sick Leave Reimbursement

- a) The Employer is subrogated to the rights of an employee who has received income continuity benefits (including either Sick Leave (Short, Medium and Long Term) or Long Term Total Disability), against any third party liable to that employee for damages, and may bring an action against the third party in the employee's name to recover the wages and/or benefits paid or payable by the Employer.

- b) The employee will not enter into any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Director of Human Resources.
- c) Where a claim for damages is made to the Courts, the employee or the employee's representative will request the presiding judge, or judge and jury, to specify the amount of any award plus pre- and post-judgment interest which is attributable to recovery of wages and benefits.
- d) Upon reimbursement of the wages and/or benefits, the Employer will reimburse the Short Term Sick Leave, Medium Term Sick Leave, Long Term Sick Leave and Long Term Total Disability Plans, the amount of money paid out of the Plans in proportion to the total amount of money the employee reimburses the Employer for wage loss and/or benefits and will also credit the employee with any resultant Gratuity days to which the employee is entitled.
- e) This provision includes actions or claims made to the Insurance Corporation of British Columbia.

9.9 Certificate of Disability

- a) Sick leave pay is to be granted and applied for in writing on a form to be supplied by the Employer, signed by the employee and approved by the General Manager or designate.
- b) The General Manager or designate may at his discretion demand a Medical Certificate from a medical practitioner authorized to practice in the Province of British Columbia and nominated by the Employer before any request for sick leave may be granted.
- c) In the event of a request for sick leave being refused by the Employer, the employee concerned may submit a grievance under the terms of the Grievance Procedure.

9.10 Long Term Total Disability

- a) Each Full-Time Employee will be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment.
- b) If evidence is received that any Full-Time Employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee will be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

Sixty-seven percent (67%) of the regular salary at the time of disability, such rate of benefit to be indexed annually to a maximum of six percent (6%) in accordance with annual general wage increases and to be continued during the period of total disability from year to year until normal retirement age pursuant to the rules of the Municipal Pension Plan.

- c) The period of disability will be considered as pensionable "service" and will be approved for purposes of an indexed pension at normal retirement age without Municipal Pension Plan contributions.
- d) The Employer will contribute the full premium for this Long Term Total Disability Plan. In addition, the Employer will continue to pay the full premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of total disability.
- e) An employee who has been granted a total and permanent disability benefit will retain employee status for the purpose only of payment of benefits under this total and permanent disability plan.

9.11 Gratuity Credits Plan

- a) An employee who has not used three (3) days of sick leave in any one (1) year or has used only a portion thereof will be credited with a gratuity of such unused portion. Deductions will be applicable to the current calendar year and will not affect any gratuity accumulated prior to the current calendar year.
- b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has accumulated to December 31st of the previous calendar year under the following conditions:
 - i) Gratuity credits may be withdrawn in cash or in leave subject to other provisos contained in this Article 9.11;
 - ii) All requests for withdrawal will be made in writing by the employee;
 - iii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave;
 - iv) A request for the conversion of gratuity credits into leave will be subject to the approval of the General Manager or designate and will be taken in periods of at least one (1) working day.

- d) An employee will receive their total gratuity accumulation in cash upon leaving the employ of the Employer provided that they have completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of their severance of employment with the Employer.

9.12 Workers' Compensation

- a) An employee who has completed six (6) months of continuous service and who is hurt on the job will be paid their net take-home pay for a maximum period of up to twelve (12) months from the date of the accident and the Employer will receive the employee's compensation cheque for that period. The Employer will continue payment of the service contribution to the Municipal Pension Plan and should the employee be unable to return to work at the expiration of the said twelve (12) month period, the matter will be reviewed by the City Council in the light of circumstances existing at that time.
- b) In Workers' Compensation cases where the first three (3) days are not paid by WorksafeBC, these three (3) days will be paid by the Employer provided that the employee concerned has completed one (1) month of continuous service.

9.13 Municipal Pension Plan

- a) Upon becoming employed by the Employer, an employee will contribute to the Municipal Pension Plan in accordance with the rules of the Municipal Pension Plan.
- b) Subject to the rules of the Municipal Pension Plan, the Employer will contribute fifty percent (50%) of the cost (to be determined by the B.C. Pension Corporation) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension will represent that period of time served by the employee in a probationary capacity in the employ of the Employer which has not heretofore been considered as pensionable service. Upon the employee producing the receipt for such cost, the Employer will reimburse the employee fifty percent (50%) of the purchase cost in the year the employee reaches minimum retirement age.

10. APPRENTICESHIPS

Employees who are sponsored by the Employer for all or part of their Apprenticeship Program will, as a condition of their employment and participation in the Apprenticeship Program, be required to acknowledge the significant investment that the Employer is making in them and signify their agreement that should they resign from their employment either during the period when they are participating in the apprenticeship program or within thirty-six (36) months of certification from the apprenticeship program, or should the employee post into another position with the Employer other than a position within the trade the employee apprenticed in, the employee will reimburse the Employer for all costs associated with the employee's participation in the apprenticeship program which will include, but is not limited to, the costs of the courses, exams, supplies (i.e., books etc.) and anything associated with the Red Seal certification fees. The

maximum amount that an employee will be required to reimburse the Employer under this provision is ten thousand dollars (\$10,000.00).

11. LAYOFF AND RECALL

11.1 Conflicting Provisions

In the event of a conflict between this Article and any other provision of this Agreement, this Article will apply.

11.2 Definitions

For the purpose of this Article, the following definitions apply.

“Layoff” means a reduction in the work force for an indefinite period of time.

“Work Force” means Full-Time Employees, it being understood that Temporary employees and Probationary employees will be eliminated by category subject to their competence before a layoff occurs in that category.

“Competent” means having the skills, knowledge and abilities, as evaluated by the Employer, and the requisite Certificate of Apprenticeship, to perform the duties and fulfill the responsibilities of a position and “competence” has a similar meaning.

“Category Seniority” means length of continuous fulltime employment since the last date of hire into the category held at the time of the layoff, except that Apprentices will also retain their immediately preceding category seniority during their apprenticeship.

“Category” means one of those as set out in Schedule “B” except that Apprentices, Chargehands, Forepeople and Sub-Forepeople will be considered in their respective journeyman categories.

“Laid Off Employee” means an employee who ceases work as a result of a layoff but does not include a terminated employee.

“Recall” means the return of a laid off employee, as the regular incumbent, to a Fulltime position in the same category as that held at the time of layoff.

“Terminated Employee” means an employee who is terminated pursuant to Article 11.4(vi), or who elects or is deemed to have elected compensation pursuant to Article 11.3(iv).

“Other Employment” means work that may be made available by the Employer to laid off employees and does not constitute a recall as herein defined.

11.3 Layoffs

The following principles will apply in the event of a layoff:

- i) A layoff will be effected by the Employer in accordance with the principle that in each category to be reduced the least senior employee(s) will be laid off provided that the remaining employee(s) possess the competence for the remaining positions. An apprentice who possesses category seniority in another category will be given the opportunity to return to his former category provided he is competent and there are employees in that category who possess less category seniority than he does.
- ii) Employees who are to be laid off will be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- iii) Benefits for laid off employees will cease on the effective date of layoff with the exception of medical, extended health and dental, which will be discontinued effective the end of the month in which the effective date of layoff occurs.
- iv) At least five (5) working days prior to their effective date of layoff, employees will be required to elect in writing to avail themselves of the procedures set forth under Article 11.4 Recall OR Article 11.5 Compensation. If an employee fails to make such election within the specified time period, the employee will be deemed to have elected 11.5, Compensation.

11.4 Recall

The following will apply only to laid off employees who have elected this process pursuant to Article 11.3(iv):

- i) Laid off employees will be eligible for recall for a period of six (6) months following their effective date of layoff.
- ii) The Employer will make every reasonable attempt to contact and recall laid off employees in order of category seniority, subject to their competence.
- iii) In recalling a laid off employee, the Employer will advise the employee by double-registered letter directed to the latest mailing address provided by the employee. If any employee intends to be out of town during their recall period, they will advise the Employer and the Employer may make alternate arrangements for the provision of recall notice. A laid off employee who does not respond within two (2) working days of the Employer's attempt to contact them will no longer be eligible for recall and will be deemed terminated.
- iv) The Employer will specify the time when a laid off employee will report for recall, providing that the Employer will, upon request, allow the employee to report to work up to five (5) working days from the date of the Employer's initial attempt to contact the

employee. A laid off employee who refuses to, or does not report as specified by the Employer, as determined in this paragraph, will be deemed terminated, provided however that an employee who cannot report solely due to illness or injury will be bypassed, but will otherwise remain eligible for recall.

- v) Benefits for employees who are recalled will be reinstated effective their first day of work, with the exception of medical, extended health and dental which will be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits will be prorated by the period of layoff.
- vi) Laid off employees will be deemed terminated upon the earliest of: refusal of recall, failure to respond to recall pursuant to Article 11.4(iii), failure to report for recall pursuant to Article 11.4, or failure to be recalled within six (6) months of layoff PROVIDED THAT an employee will not be deemed terminated pursuant to this paragraph while working at other employment as defined herein. Terminated employees will receive written notice of the effective date of termination.
- vii) No new Full-Time Employees will be hired in a category while competent employees are eligible for recall.
- viii) A laid off employee's acceptance or refusal of other employment as herein defined, will not affect recall rights under this Article.

11.5 Compensation

The following will apply only to laid off employees who have elected this process, or who are deemed to have elected this process, pursuant to Article 11.3(iv):

- i) For the purpose of Article 11.5(ii) only:

"Week's Pay" means a laid off employee's straight time hourly classified rate of pay, excluding all premium pay, times 37.5 normal weekly hours.
- ii) Laid off employees will be entitled to compensation of two (2) weeks of pay for between six (6) months and up to and including two (2) years of continuous service, and one (1) additional week of pay for each completed continuous year of service thereafter, subject to a total maximum of eight (8) weeks of pay.
- iii) Employees who elect or are deemed to have elected compensation pursuant to Article 11.3(iv) will be considered terminated on the effective date of layoff.

12. GRIEVANCE PROCEDURE

- a) Any difference concerning the interpretation, application or operation of this Agreement or concerning an alleged violation of this Agreement, (the "grievance"), will be finally and conclusively settled without stoppage of work in the following manner:

- i) The grievance will first be referred by the Shop Steward and the employee concerned to the Manager within five (5) working days of the incident giving rise to the grievance;
- ii) If the grievance remains unsettled five (5) working days after being referred to the Manager, the grievance will be submitted in writing to the General Manager or designate;
- iii) If the grievance remains unsettled five (5) working days after being referred to the General Manager or designate, the grievance will be submitted in writing to a representative of the Employer designated for that purpose, who will meet with the Business Agent of the Union and attempt to settle the grievance;
- iv) If the grievance remains unsettled five (5) working days after being referred in writing to the said representative of the Employer, the grievance will be settled by arbitration pursuant to Article 13 of this Agreement;
- v) The time limits set out in paragraphs (i), (ii), (iii) and (iv) above may be extended by mutual agreement between the parties.

13. ARBITRATION PROCEDURE

Arbitration under this Agreement will be conducted by a single arbitrator selected by the parties unless either party elects to use a Board consisting of three (3) persons. In the event a three (3) person board is selected it shall consist of one (1) person nominated by each party and the third, who will be Chair, to be appointed by the two (2) nominees. If the nominees fail to appoint a Chair within fourteen (14) days of the nomination of the second nominee, then either party to this Agreement may apply to the Minister of Labour to appoint a Chair. In all other respects, the provisions of the Labour Relations Code will apply. The decision of the Board of Arbitration will be final and binding upon both parties. Each party will pay one-half (½) of the fees and expenses of the single arbitrator or, if a three (3) person Board is used, each party will pay the fees and expenses of its own nominee and will pay one half (½) the fees and expenses of the Chair.

14. WRONGFUL DISMISSAL

Where under Article 13 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- i) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- ii) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

15. LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee will be established consisting of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer. The Committee will discuss matters of mutual concern relating to employee/employer relations.

16. EXPROPRIATION

In the event that the Provincial Government or its duly authorized agent expropriates the Employer's electrical distribution system, the Employer will pay three (3) months of severance pay to any Full-Time Employee who is covered by this Agreement and who is displaced from their job as a result of such expropriation, and is unable to find a reasonable opportunity for substitute employment in one of the following capacities or employment substantially similar thereto:

- a) retention by the Employer for some work which involved their skills; or
- b) retention in the employ of the expropriating authority.

17. DEFINITIONS, DUTIES AND JURISDICTIONS

The definitions, duties and jurisdictions of the various categories of employees covered by this Agreement are set out in Schedule "B" which is attached hereto, and forms part of this Agreement.

18. DIVERSITY, EQUITY AND INCLUSION

The Employer and Union are committed to supporting a diverse, equitable, and inclusive workplace for everyone.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with its Corporate Seal and signed by the proper officials on its behalf and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

**THE CORPORATION OF THE CITY OF NEW
WESTMINSTER**

"Rod Carle"

"Richard Fong"

"Dorothy Chang"

"Wendy McDonnell"

**LOCAL 213, THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

"Mike Logan"

"Jeff Self"

"Jeff Wolgram"

"Tim Pennell"

SCHEDULE A

City of New Westminster

HOURLY RATES OF PAY**2020 April 01 to 2022 March 31**

CLASSIFICATION	<u>2020 April 01</u>	<u>2021 April 01</u>
Assistant Storekeeper	\$26.61	\$27.14
Driver/Helper	\$29.56	\$30.15
Electrician	\$41.81	\$42.65
Foreperson Electrician	\$48.08	\$49.05
Foreperson Power Line Tech	\$52.18	\$53.22
Power Line Technician	\$45.37	\$46.28
Machine Operator	\$34.39	\$35.08
Meter Technician	-	\$42.65
Storekeeper	\$29.56	\$30.15
Field Storekeeper	\$31.02	\$31.64
Subforeperson Electrician	\$46.41	\$47.34
Subforeperson Power Line Technician	\$50.36	\$51.37
Utilityperson	\$26.29	\$26.82

Note: A Chargehand receives one hundred three percent (103%) of the appropriate basic hourly rate for the classification when assigned to Chargehand duties.

The hourly rates for Foreperson and Subforeperson are one hundred fifteen percent (115%) and one hundred eleven percent (111%) respectively for the appropriate Journeyman hourly rates.

City of New Westminster

**HOURLY RATES OF PAY FOR APPRENTICES
(6 Month Increments)****Effective 2020 April 01 to 2022 March 31**

	Effective Date	1	2	3	4	5	6	7	8
Electrician	2020 Apr 01	\$31.36	\$31.36	\$31.36	\$31.36	\$31.36	\$33.45	\$35.54	\$37.63
	2021 Apr 01	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99	\$34.12	\$36.25	\$38.39
Power Line Technician	2020 Apr 01	\$34.03	\$34.03	\$34.03	\$34.03	\$36.30	\$40.83		
	2021 Apr 01	\$34.71	\$34.71	\$34.71	\$34.71	\$37.02	\$41.65		

**PERCENTUM OF THE RESPECTIVE JOURNEYPERSON RATE
(6 Month Increments)**

	1	2	3	4	5	6	7	8
Electrician	75%	75%	75%	75%	75%	80%	85%	90%
Power Line Technician	75%	75%	75%	75%	80%	90%		

SCHEDULE B

City of New Westminster

DEFINITIONS, DUTIES AND JURISDICTIONS

APPRENTICE

An apprentice is an employee serving for qualification as a Journeyperson but who has not yet qualified as a Journeyperson in their trade. The duties of an Apprentice will be to assist the Journeyperson or Journeyprson in the trade to which they are assigned. An Apprentice will be permitted to do the work of a Journeyperson when under the direct supervision of a Journeyperson.

The Employer will have the right to hire and employ one Apprentice in each trade regardless of the number of Journeypeople employed by it in such trade. The ratio of Apprentices in any one trade will not thereafter exceed one to two Journeypeople in that trade.

An Apprentice will be permitted to use tools but will not be called upon to come into direct contact with high voltage equipment or conductors which are potentially alive unless the employee has completed the requisite training modules stipulated under the Apprenticeship Program and then only when assisting and under the direct supervision of a Journeyperson.

Apprentice Power Line Technicians will be required to have a Class 3 Driver's License with air brake endorsement and may be required to drive any vehicle permitted by such license.

CHARGEHAND

Whenever not more than two Journeypeople or one Journeyperson and one Driver/Helper are working together without the supervision of a Foreperson or Subforeperson for a period of four (4) hours or more, one of the Journeypeople will be designated a Chargehand. It will be the duty of the Chargehand to supervise the employee with whom they are working, and to ensure that the work is carried out safely, efficiently and expeditiously.

DRIVER/HELPER

An employee doing manual labour who has acquired familiarity with the work required and has acquired some small degree of skill, including truck driving. This employee may act as a helper to a Tradesperson.

FOREPERSON

A Journeyperson having charge of more than four other tradespeople either Journeypeople, Driver/Helpers, or Apprentices. It will be the duty of a Foreperson to supervise the work of the employees under their charge in such a manner that the work is carried out safely, efficiently and expeditiously. A Foreperson, in addition to supervising the work of the employees, will participate in the work whenever it is safe to do so.

JOURNEYPerson POWER LINE TECHNICIAN

A Journeyperson Power Line Technician is an employee who has been admitted to the status of Journeyperson Power Line Technician. The duties of a Power Line Technician will include all the work on poles, towers or super-structures.

Power Line Technicians may install, connect, disconnect and remove meters; provided that Power Line Technicians will not be required to connect or disconnect meters as a result of non-payment of utility bills.

Power Line Technicians will be required to have a Class 3 Driver's License with air brake endorsement and may be required to drive any vehicle permitted by such license. Power Line Technicians who on 1987 March 23 do not have a Class 3 Driver's License with air brake endorsement will not be required to obtain such a license.

JOURNEYPerson ELECTRICIAN

A Journeyperson Electrician is an employee who has been admitted to the status of Journeyperson Electrician. The duties of an Electrician will include the installation, maintenance and repair of electrical wiring, radio, traffic signals and signs, setting and removing meters, switch gear and apparatus within generating stations and sub-stations. Generally speaking, the work of installing switches, buses, wiring, transformer connections, etc. in outdoor sub-stations and transformer stations (i.e. installations where station type transformers are used) will be done by Electricians. Exceptions to this general rule will be:

- a) Where pole structures are used which require climbing and where wire buses are used, supported by strain type insulators. In such cases, the framing and erection of the pole structures, and the stringing of buses will be done by Power Line Technicians.
- b) Terminating all incoming and outgoing overhead lines on building and outdoor terminal or switch structures will be done by Power Line Technicians.
- c) Electricians may install and maintain street, park and decorative lighting. Electricians may install, connect, disconnect and remove meters.

STOREKEEPER

A Storekeeper will perform duties necessary for the receiving, storing and shipping of materials at stores locations. They will be required to complete stores requisitions and other stores accounting documents. They may be required to prepare Goods Receiving Reports. Where required, they will make simple repairs to stores items and perform housekeeping duties. Their duties will include the operation of mobile and stationary cranes, reelmatic machines, fork lift trucks and other materials-handling equipment of like capacity as may be provided. They will use power tools to facilitate Storekeeper's work. They may be required to gas up and wash Employer vehicles.

In addition, a Storekeeper may drive vehicles to pick up and deliver material at job sites, commercial receivers, suppliers or transit agency depots and warehouses or other stores locations.

SUBFOREPERSON

A journeyperson having charge of not more than four other tradespeople, whether Journeypeople, Driver/Helpers, or Apprentices. It will be the duty of a Subforeperson to supervise the work of the employees under their charge in such a manner that the work is carried on safely, efficiently and expeditiously. A Subforeperson, in addition to supervising the work of the gang, will themselves work as a Journeyperson whenever the work in hand is such that this can safely be done.