



**AGREEMENT BETWEEN**

**THE CORPORATION OF THE CITY OF NELSON**

(Doing Business as “Nelson Hydro”)

(Hereinafter referred to as “the City”)

OF THE FIRST PART

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL 1003**

(Hereinafter referred to as “the Union”)

OF THE SECOND PART

May 1, 2022

to

June 30, 2026

# INDEX

	Page
PREAMBLE.....	2
DEFINITIONS.....	2
ARTICLE I – RECOGNITION OF THE UNION.....	3
ARTICLE II – MANAGEMENT RIGHTS.....	5
ARTICLE III – TECHNOLOGICAL CHANGE.....	6
ARTICLE IV – GRIEVANCE PROCEDURE.....	8
ARTICLE V – ARBITRATION.....	9
ARTICLE VI – JOB VACANCIES, POSTING, PROMOTIONS, DEMOTIONS, DISCHARGES.....	10
ARTICLE VII - HOURS OF WORK, OVERTIME, WAGES.....	12
ARTICLE VIII - STATUTORY HOLIDAYS.....	17
ARTICLE IX - ANNUAL VACATION.....	20
ARTICLE X - LEAVE OF ABSENCE.....	21
ARTICLE XI - SICK LEAVE.....	22
ARTICLE XII - BENEFITS AND HEALTH CARE PLANS.....	26
ARTICLE XIII - SAFETY.....	29
ARTICLE XIV - GENERAL PROVISIONS.....	31
ARTICLE XV - APPRENTICESHIP PROGRAM.....	33
ARTICLE XVI - EFFECTIVE AND TERMINATING DATES.....	34
SCHEDULE “A” – RATES OF PAY BY CLASSIFICATION.....	<b>Error! Bookmark not defined.</b>
LETTER OF UNDERSTANDING # 1.....	36
SHIFT SCHEDULE FOR STREET LIGHTING.....	36
LETTER OF UNDERSTANDING # 2.....	37
TRANSFER OF ACCUMULATED SICK LEAVE.....	37
LETTER OF UNDERSTANDING # 3 MINIMUM CREW SIZE: ELECTRICAL DEPARTMENT.....	38
LETTER OF UNDERSTANDING # 4 – CONTRACTING WORK.....	39
LETTER OF UNDERSTANDING # 5 – JOB CLASSIFICATION COMMITTEE.....	41
LETTER OF UNDERSTANDING #6 – EARLY RETIREMENT ADJSUTMENT PLAN.....	42
LETTER OF UNDERSTANDING #4 – RETIREMENT ALLOWNACE.....	43
LETTER OF UNDERSTANDING #8 – DESIGN AND FACILITIES TECHNICIAN POSITIONS.....	44
APPENDIX I – MARKET ALLOWNACE.....	45
APPENDIX II – OCCUPATIONAL CLASSIFICATIONS AND DUTIES.....	48

## PREAMBLE

WHEREAS the City and the Local Union desire to establish and maintain conditions which will promote a harmonious relationship between the City and the Employees covered by the terms of this Agreement and desire to provide methods of fair and amicable settlement of disputes which may arise between them;

WITNESSETH that the Parties hereto do hereby agree as follows:

## DEFINITIONS

1. A "**Permanent Employee**" is one who has completed ninety (90) working days work in the Department in a period of twelve (12) months, and has thereafter remained continuously in the Department and in the employ of the City
2. "**Electrical Work**" shall mean work requiring either a Journey Electrician or Journey Power Line Technician as per BC Provincial Regulations
3. "**Catastrophic Illness**" shall mean an acute or prolonged illness usually considered to be life-threatening or with the threat of serious residual disability.

## ARTICLE 1 – RECOGNITION OF THE UNION

### Section 1 – Sole Bargaining Agency

- 1.01 The City recognizes the Local Union as the sole Collective Bargaining agent for its employees covered by this Agreement

### Section 2 – Union Shop

- 1.02 The City agrees that every employee who at the date hereof is a member of the Local Union shall, as a condition of continued employment, maintain their membership in the Local Union
- 1.03 The City shall be free to hire new employees who are not members of the Local Union and who, as a condition of continued employment, shall on the first day of the month immediately following completion of sixty (60) days employment, become members of the Local Union.
- 1.04 The Local Union shall have the first option to supply workers for the City. The City shall have the right to an interview and the final decision of acceptance is the right of the City. Should the Local Union be unable to fill the City's request, the City can then hire employees under the terms of the Agreement, Article II
- 1.05 Temporary employees shall be required to pay the Local Union portion of the Union dues if they work thirty-seven and one-half (37½) hours or more in any thirty (30) day period.
- 1.06 Any employee shall have the right to become a member of the Local Union by paying the entrance fee and complying with the Constitution and By-laws of the Local Union
- 1.07 The Local Union reserves the right to render assistance to labour organizations by removal of its members from jobs when necessary, but no removal shall take place until notice is first given in writing to the City involved. When such removal takes place, the Local Union or its representatives shall authorize the employees on such jobs to carefully put away all tools, material, equipment, or any other property of the City in a safe manner and to the entire satisfaction of the City
- 1.08 The City agrees that all electrical work performed on the electrical, general and distribution systems, for or at the instance of the City, by contractors, sub-contractors and/or third parties, shall be performed by members in good standing of the IBEW.

For the purpose of the application of this Article and Appendix II, electrical work "performed for or at the instance of the City" shall include:

Electrical work performed on City owned buildings and facilities under the direct administration and control of the City but excluding electrical work performed on buildings or facilities which are leased by the City to a third-party tenant, shall be performed by members in good standing of the IBEW.

For work performed on City owned buildings and facilities under the direct administration and control of the City with a budget of less than \$30,000 can be performed by non-IBEW contractors who will be granted a working permit from the IBEW. This work shall be subject to the following criteria:

- a) Electrical work shall be performed by a qualified Journeyman Electrician or registered apprentice working under direct supervision of a qualified journeyman.

The union agrees to supply a standard working permit application with terms and conditions for the City to supply as part of its procurement documents, on the condition that work under the tender shall be at a comparable wage and benefit package as contained in the City's agreement with IBEW Local 1003.

For the purpose of the application of this article and Appendix II, "electrical work" shall include:

- a) All electrical work with regard to construction, maintenance, installation, alteration, renovation, repair, metering and testing.
- b) All electrical work whether in relation to buildings are facilities other than buildings;
- c) All electrical work, whether in relation to utilities or building/facilities; and
- d) All electrical work, whether in the nature of new construction or work on pre-existing building facilities

- 1.09 The union shall have the right to appoint a Shop Steward at any shop or job where workers are employed under the terms of this Agreement. Shop Stewards shall be granted sufficient time to conduct the business of the Union, after notifying the Supervisor. Transportation will be provided for the Shop Steward while on the job for on-the-job union business. The City will not discriminate in any way against a Shop Steward as a result of that person's involvement in union business. In the absence of the Shop Steward, recognition shall be given to the business office appointee.

## ARTICLE II – MANAGEMENT RIGHTS

- 2.01 The City reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 The City shall have the right to determine the occupational classification in which any employee, including a new employee, is employed, the right to promote, demote, transfer and lay-off employees either temporarily or permanently, and the right to discipline or discharge employees for cause.
- 2.03 Without in any way limiting the rights previously reserved to the City, the Local Union recognizes the right to the City to require its employees to work on or with respect to any electrical lines or systems owned by the City or any electrical lines or systems connected therewith, it being understood by the Parties hereto that it is, however, not intended that the City shall require its employees to work on the construction of an electrical line or system of another utility at rates of wages less than those ordinarily paid by such utility to its employees.
- 2.04 Nothing in this Agreement shall be interpreted as interfering in any way with the City's right to extend, limit, curtail, or shut down its operations or any part thereof when, in its sole discretion, the City may consider it advisable to do so

ARTICLE III – TECHNOLOGICAL CHANGE

Section 1 – Job Security

- 3.01 There shall be no loss of employment, classification, benefit or promotional opportunity to any employee as a result of the introduction of any technological change until ninety (90) days notice of such a possibility is given to the Union and an additional year is taken in an attempt to find employment for such employee elsewhere with the City.
- 3.02 In the event of technological change, wherever possible, employees will be retrained for the new positions.
- 3.03 The City shall, if possible, provide employment within the Electrical Utility Department for any employee displaced with such employment being provided on a seniority basis at a rate of pay as follows:

If the employee's old rate exceeds the rate for the new position, the new rate of pay will be an amount calculated by dividing the difference by two and adding this amount to the rate of pay for the new position as per the following example:

Present rate	\$14.62
Rate for new position	\$10.50
Difference	\$ 4.12

New Rate= \$10.50 + \$2.06 = \$ 12.56

This rate of pay will remain in effect until such time as the rate for the new position equals the new rate.

- 3.04 Should it not be possible to find employment for such employee within the Electrical Utility, the City shall then attempt to find employment elsewhere within the municipal Departments, subject to the terms and conditions of Collective Agreement covering such Department.
- 3.05 However, it is agreed that such employment if provided, shall be without loss of benefits including vacation, sick leave, group insurance and health benefits, but not including seniority.
- 3.06 Should a future vacancy occur in the Electrical Utility Department of the City, an employee employed in another City Department, who was previously employed in the Electrical Utility Department, shall be given first preference to fill such vacancy.

- 3.07 On returning to the Electrical Utility Department such employee shall be credited with all previous benefits accrued up to the date of leaving the I.B.E.W. bargaining unit, but shall not be credited with seniority during the period he or she was not employed in the Electrical Utility Department, and shall be credited with all other benefits earned, except seniority during the period he or she was employed in the other City Department.
- 3.08 The City agrees that in the event of sale of the Utility, it will use every possible means to obtain from the purchaser, assurances of continued employment in their present or other suitable categories for any employees affected.

### **Section 3 - Severance Pay**

- 3.09 It is agreed that should the City, due to automation, terminate the employment of any employee at the City Power Plant, the City will pay to the employee a severance pay as follows:

An amount equal to one (1) week's pay at current pay levels for each completed twelve (12) month period from the employee's anniversary date

- 3.10 Should an employee, who has transferred to another job within the City because of the automation of the Power Plant, be unable to continue in the new job for any valid reason, for a period of not less than two (2) years, such employee, upon termination of their employment with the City, shall be entitled to receive severance pay under the technological change clause.



## ARTICLE IV – GRIEVANCE PROCEDURE

### Section 1 – Grievance Committee/Differences Arising

- 4.01 A Grievance Committee of not more than three (3) members of the International Brotherhood of Electrical Workers, who may or may not be employees of the City, may be appointed by the Local Union for the purpose of representing members of the Bargaining Unit in disputes as defined in Article 4.02 below.
- 4.02 In the event of any difference arising between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, it shall be dealt with in the following manner without stoppage of work, whether by strike or lockout.

#### Stage 1

Within 30 days of becoming aware of the alleged violation of the Collective Agreement, the person or persons affected shall endeavor by personal application to each level of supervision in charge of the work where the dispute arises, to settle the matter. When the employee is making a personal application as mentioned above, and wishes to be accompanied by a member of the Grievance committee, they shall be permitted to do so.

#### Stage 2

The employee or employees, with Union representation, shall write to the General Manager stating their grievance. Within 10 working days of receipt of the grievance, the General Manager will provide a written response to the employee(s) and Union Representative. Failing to reach a satisfactory settlement, the grievance may be submitted to Stage 3.

#### Stage 3

Within a further 10 days, the employee(s) concerned, with the Union representation, shall meet with the City Manager and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within ten (10) working days after its submission to the City Manager, the grievance may be submitted to Arbitration or mediation by either party.

## ARTICLE V – ARBITRATION

### Section 1 – Composition of Board

- 5.01 In the event that any such difference as aforesaid in Article IV is not finally settled within seven (7) days as above provided, such difference shall be submitted to arbitration for a final and conclusive settlement, without stoppage of work.
- 5.02 Either the City or the Local Union may give to the other Party concerned written notice of intention to submit such difference to arbitration and each of the Parties shall, within ten (10) days after the giving of such notice, appoint an arbitrator. The decision, finding, determination or an award of the majority of the arbitrators, shall be final, conclusive and binding upon the persons bound by this Agreement. The Board of Arbitrators shall not make any decision, which is inconsistent with provisions of the Agreement, nor add to, detract from or in any manner vary, alter or amend any part of this Agreement.

### Section 2 – Expenses of Arbitration Board

- 5.03 Each Party shall pay the expenses in connection with the presentation of its own case on arbitration, provided that the Parties shall bear on equal expenses of the third arbitrator.

### Section 3 – Time Limits

- 5.04 PROVIDED and it is hereby agreed by the Parties hereto that any difference concerning any alleged violation of this Agreement shall be deemed to have been waived in the event that the same is not submitted to arbitration by the giving of written notice of intention as aforesaid within ninety (90) days after the occurrence of such alleged violation.

## ARTICLE VI

### JOB VACANCIES, POSTING, PROMOTIONS, DEMOTIONS, DISCHARGES

- 6.01 ALL vacancies in the Department occurring in any of the occupational classifications listed in Appendix II attached to and forming part of this Agreement shall be posted on the Union Bulletin Board for a minimum of one (1) week before such positions are filled. Employees presently employed and who apply in response to such postings shall be given full consideration before new people are employed. SUBJECT HOWEVER, to ability, efficiency and fitness for the particular work, seniority shall be the governing factor in promotions, demotions, transfers and lay-offs.
- 6.02 An employee may be transferred from one branch of the Department to another or from one job to another, as the needs of the service demand, and when so transferred shall be paid at the rate of the highest classification at which he/she works during the day. PROVIDED that no employee temporarily transferred to a classification which is higher paid than their regular classification shall receive any increase in pay in the case of brief absences from their regular classification or position totalling two (2) hours or less in any day.
- 6.03 Employees temporarily assigned to Power Plant to assist an operator in charge shall be paid at a Utility Serviceman First Class rate, or their regular rate of pay, whichever is the higher.
- 6.04 An employee shall not lose accrued seniority rights because of their absence from work due to sickness, lay-off, accident, or approved leave of absence.
- 6.05 Employees shall lose seniority in the event that:
- (a) They are dismissed for just cause and is not reinstated,
  - (b) They resign and does not withdraw the resignation within two (2) days.
  - (c) They are laid-off for a period longer than six (6) months.
- 6.06 Employees who are off work on approved sick leave, Workers' Compensation or approved Union leave, shall continue to accrue seniority with the City during such absence.
- 6.07 The City agrees to pay one hundred (100%) percent of the cost of monthly premiums for medical, extended health, dental and group life insurance benefits for a period of three (3) months for laid-off employees. However, the City shall not be required to make any such payments where an employee is elsewhere employed during any such period of lay-off.
- 6.08 After the three (3) month period has lapsed, laid-off employees may still participate in the Plan but the total monthly premium cost must be borne by the employee concerned and coverage cannot continue beyond a further three (3) months, so that unless a laid-off employee is recalled within a total period of six (6) months, he or she shall be considered to be terminated at that six (6) month ending date, subsequent to the date of lay-off.

6.09 Employees about to be laid off may elect to accept termination compensation based on the following formula:

"Where an employee has completed a period of employment of at least ninety (90) working days and up to the completion of a period of employment of two (2) consecutive years, the employee shall be entitled to two (2) weeks' severance pay. For each subsequent completed year of employment, the employee shall receive one (1) additional week's severance pay for each subsequent completed year of employment up to a maximum of ten (10) weeks.

or

The employee will instead be placed on the recall list for a period of one (1) year.

## ARTICLE VII - HOURS OF WORK, OVERTIME, WAGES

### Section 1 - Hours of Work - Non-Shift Employees

7.01(a)

#### i) Regular Work Schedule

Employees will work seven and a half (7.5) hours daily at regular straight time and will receive one half hour unpaid lunch break. Regular working hours, unless otherwise agreed upon, shall be as follows, until changed by the General Manager or their designate, in mutual agreement with the majority of the employees concerned.

#### All Classifications in Schedule A – Regular Work Schedule:

Monday to Friday -7:00 a.m. to 12:00 noon (includes a fifteen (15) minute paid rest break)

12:00 noon – 12:30 p.m. (unpaid lunch break)

12:30 p.m. to 2:45 p.m. (fifteen (15) minute rest break at end of shift)

#### ii) Flex Work Schedule

With the mutual agreement of the majority of the employees concerned, the General Manager or their designate will implement a Flex Work Hour schedule as follows:

- Employees will work eight (8) hours per work day at regular straight time.
- Employees will receive a fifteen (15) minute paid morning rest break.
- Employees will receive a one-half (1/2) hour unpaid lunch break.
- Employees will receive a fifteen-(15) minute paid afternoon rest break that will be taken at the end of the shift and employees can leave the premise at that time.
- Employees will be paid for seven and one-half (7 1/2) hours per day for all paid time including flex days, vacation, sick, statutory holidays and other paid leave days.
- Banked time is considered a work day and must be taken as an eight (8) hour day to earn the full flex days.
- Employees will receive seventeen (17) days (127.5 hours) off per calendar year, allocated at the first of the year as a flex bank.

#### Pro-rating of Flex Hours

If an employee works less than a full calendar year the seventeen (17) flex days above will be pro-rated.

#### Example

The employee starts part way through the year, the number of week days between the employees start date and December 31<sup>st</sup> of that year divided by two-hundred and sixty (260) days times seventeen (17) flex days.

For the purpose of calculating days worked this includes paid leave (including sick, vacation, statutory holidays and other paid leave) but does not include long-term sick, WorkSafe leave or LTD if any combination of these long-term leaves exceeds 20 consecutive working days in total.

All Classifications in Schedule A – Flex Work Schedule:

Monday to Friday – 7:00 a.m. to 12:00 p.m. (includes fifteen (15) minute paid rest break)

12:00 noon – 12:30 p.m. (unpaid lunch break)

12:30 p.m. to 3:15 p.m. (fifteen (15) minute rest break at end of shift)

- (b) Not later than November 30<sup>th</sup> of each year, a schedule of designated days off shall be done annually by mutual agreement of the parties for the subsequent twelve (12) month period. The schedule shall provide that insofar as possible, such schedule of designated days, when combined with statutory holidays, every second week shall be a four (4) day work week. Fridays will normally be designated as days off. The Parties agree to maintain a minimum operational coverage on any normal workday, if so desired.
- (c) Employees who are required to work on a designated day off and who were not scheduled to work on that day shall be paid in accordance with Article 7.08
- (d) Employees shall be entitled to a fifteen (15) minute rest, mid-period of their morning shift and a fifteen (15) rest, mid-period of their afternoon shift - as per 7.01 a) i) & ii).
- (e) When employees start their workday at 7:00 a.m. they will be allowed to end their regular workday fifteen (15) minutes early in lieu of taking their afternoon rest period. – as per 7.01 a) i) & ii)
- (f) Lunch hours can be varied up to one hour on either side of the regularly scheduled lunch break to meet the operational needs of the City with the mutual agreement of the Employee and their supervisor

## **Section 2 - Hours of Work - Shift Employees**

7.02 Shift hours for Power Plant Attendants, until changed by the General Manager or their designate, in mutual agreement with the majority of the employees concerned shall be:

11:00 p.m. to 7:00 a.m. to be known as night shift;

7:00 a.m. to 3:00 p.m. to be known as day shift;

3:00 p.m. to 11:00 p.m. to be known as afternoon shift.

7.03 Employees on the afternoon shift shall receive seven and one-half (7 1/2) hour's pay for seven and one-half (7 1/2) hours worked.

7.04 Employees on the day shift shall receive seven and one-half (7 1/2) hour's pay for seven and one-half (7 1/2) hours worked.

## **Section 3 - Shift Differential**

7.05 Shift employees shall be paid a shift differential of thirty five (\$0.35) cents per hour worked while on afternoon shift, or fifty (\$0.50) cents per hour worked while on night shift. Shift differential shall not be paid on call-out or standby hours.

## **Section 4 - Call-Out/On Call**

7.06

(a) Any Journeyperson who is required by the City to be on call at a time or times other than the regular working hours shall be paid the sum of two (2) hour's pay at regular straight time rates for each day on call during which a shift is actually worked, and four (4) hours pay at regular straight time rates for each day on call occurring on a regularly scheduled day of rest or on the Statutory Holidays mentioned in this Agreement.

(b) The duration of call-out time for which the employee is paid will be deemed to commence at the time the employee is first contacted and will terminate when the employee returns home, provided the employee goes straight home.

(c) A lineman shall have the authority, after being called out, to call another employee(s) to assist at the discretion of the employee.

(d) An employee shall be permitted to bank any standby time under this Section in accordance with the provisions of Section 7.14 of this Agreement.

7.07 When called out on trouble, such employee shall be paid in addition thereto a minimum of two (2) hours pay at prevailing rates of overtime; any other employee called out on trouble shall be entitled to the same minimum. PROVIDED that such minimum shall not apply to any

employee when they are called out less than one (1) hour in advance of the employee's working hours. An employee on call shall be entitled to have a truck at the employee's disposal. Employees called out on trouble shall be reimbursed for any kms driven in their personal vehicle at the rate outlined in the City of Nelson Travel Expense Allowance Policy. This includes travel to the worksite and/or the Nelson Hydro Offices to retrieve a work vehicle.

### **Section 5 - Other Time**

- 7.08 All other time worked by shift employees, other than specified, shall be considered as overtime and paid for at prevailing rates.
- 7.09 Employees who are actually engaged in working in, on or under helicopters shall be paid a premium of one hundred (100%) percent of their normal base rates per hour for a minimum of one (1) hour as set out in this Agreement. Life Insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars shall be provided for such employees while actually engaged in working, or working in direct conjunction, with a helicopter.
- 7.10 When an employee shall be required to work at elevations exceeding 26 meters above the ground, the employee shall be paid double the standard rate.

### **Section 6 - Pay Periods**

- 7.11 The City shall pay salaries and wages every second Friday. The pay period for hourly rated employees will terminate on the Saturday previous to the payday. The City shall include the following with the employee pay statements:
- a statement of balance of sick leave;
  - a statement of vacation entitlement earned as of the last anniversary date;
  - a statement of the flex time bank

The employee pay statements shall be given to the employee in a sealed envelope or through electronic mail.

### **Section 7 - Overtime**

- 7.12 All time worked by an employee outside of the regular shift hours shall be considered as overtime and paid for at double the regular rate of pay.
- 7.13 An employee who has worked emergency overtime (including call outs of less than four (4) hours if the callout originated between the hours of 12:00 a.m. and 4:00 a.m.) shall only



return to work after eight (8) hours rest. After completing the eight (8) hour rest period, such employee shall return to complete their regular shift. There shall be no loss of pay for any time missed on a regular shift due to the rest break following emergency overtime. Where an employee is required to continue work and does not receive an eight (8) hours rest period, such employee shall be paid at overtime rates in addition to the prevailing regular rate of pay.

Notwithstanding anything contained in this clause, should the eight (8) hour rest period expire later than one (1) hour before the end of the employee's regular shift, the employee will not be required to return to work to qualify for the remainder of the work day or shift at the prevailing regular rate of pay.

### **Section 8 - Overtime Bank**

- 7.14 (a) Employees who work overtime may transfer to overtime leave bank, up to 100% of the overtime hours earned to be taken as time off in lieu of wage or as additional paid wages. Such banked time shall be taken by mutual agreement of the City and the employee concerned. The overtime banks shall not exceed twenty thousand (\$20 000).

The City, upon receiving written instruction from the employee, will pay all or a portion of the money from the overtime bank into an RRSP or tax-free investment account (minimum of \$500 dollars), or directly to the employee less statutory deductions.

- 7.15 Basic Wages and Salaries shall be paid in accordance with Schedule A of this contract
- 7.16 In recognition of the benefit to employees of employer paid, non-mandatory training, employee's training and travel to training will be paid at regular rates for regular scheduled shifts only. Overtime will not apply during training and associated travel.

**ARTICLE VIII - STATUTORY HOLIDAYS**

**Section 1 - Statutory Holiday Identified**

8.01 All employees covered by this Agreement, having completed thirty (30) days continuous service with the City, shall be entitled to the following Statutory Holidays in each year, irrespective of the calendar days on which they occur:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day
Truth and Reconciliation Day	

8.02 If a Statutory Holiday falls on a Saturday or Sunday, the closest following working day or days will be observed.

8.03 For the purpose of calculating pay for Statutory Holidays, all shifts starting prior to 12:01 a.m. on the date recognized as the holiday, shall be deemed to have been completed on the day prior to the holiday. All shifts commencing on the day of the holiday shall be deemed to be worked during the holiday and shall be entitled to premium pay in accordance with the provisions of this Agreement.

8.04 All time worked on Statutory Holidays, whether on an employee's regular shift or not, shall be paid for at double the hourly rate of pay for all hours worked in addition to their regular Statutory Holiday pay which shall be paid on the basis of seven and one-half (7 1/2) hours for the occupational classification as set out in Appendix II plus the shift differential, if any, for only those hours actually worked.

8.05 Should one (1) of the said Statutory Holidays fall on a non-working day, the City shall declare that the working day immediately following the Statutory Holiday shall be observed in lieu of the said holiday; EXCEPTING in the case of the shift employee who shall be entitled to the premium pay applicable when working on the ACTUAL day the Statutory Holiday occurs rather than the shift employee who is working on the alternate day so designated by the City generally to be in lieu thereof.



## Section 2 - Premium Pay for Statutory Holidays

- 8.06 Employees not working on Statutory Holidays shall receive premium pay as hereafter specified, subject to the following conditions:
- (a) To qualify for premium pay on a Statutory Holiday, an employee shall work their last scheduled shift before the holiday and their first scheduled shift after the holiday. Such qualifications can be maintained if an employee has permission to be absent from the General Manager or their designate.
  - (b) When a Statutory Holiday is observed during an employee's annual vacation with pay, and they would have become entitled to premium for such holiday not worked had they not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.
  - (c) An employee who qualified for premium pay for a Statutory Holiday under this Article and who does not work on such holiday, shall receive seven and one-half (7 1/2) hours pay on the basis of the regular hourly rate for the occupational classification in which he or she is listed (exclusive of shift differentials, overtime bonuses, holiday or other premiums).
  - (d) An employee who qualified for premium pay for a Statutory Holiday under this Article and who does not work on such holiday, shall receive seven and one-half (7 1/2) hours pay on the basis of the regular hourly rate for the occupational classification in which he/she is listed (exclusive of shift differentials, overtime bonuses, holiday or other premiums).

## ARTICLE IX - ANNUAL VACATION

9.01 An employee shall receive an annual vacation with pay in accordance with their years of employment, as follows:

Three (3) weeks after one (1) year.

Four (4) weeks after five (5) years.

Five (5) weeks after ten (10) years.

Six (6) weeks after twenty (20) years.

Six (6) weeks plus one (1) day per year after twenty-five (25) years.

9.02 Employees shall make application for vacation entitlement prior to March 15th each year, subject to the operational requirements of the Utility; annual vacations shall be awarded on the basis of seniority. After March 15, seniority shall not apply for awarding vacations.

9.03 All Electrical Utility employees shall be entitled to credit for all the time spent by them in the employ of any other City Department of the City in calculating their years of service for the purpose of this Article.

9.04 A vacation schedule shall be compiled by the Hydro Plant employees and delivered to the General Manager or their designate concerned, such schedule be approved or amended by the General Manager or their designate as they may see fit and be posted or returned by them to the employees within twenty (20) days of such delivery.

9.05 For the purposes of computing vacation pay, the remuneration due to an employee shall be calculated on a seven-and-one-half (7 1/2) hour workday multiplied by the appropriate hourly rate of the employee as per Schedule "A" of this Agreement.

## ARTICLE X - LEAVE OF ABSENCE

### 10.01 **Compassionate Leave**

- (a) An employee shall be granted three (3) regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, grandchild, common-law spouse, step-parent, step-child, foster child or foster parent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, nieces and nephews.
- (b) One additional day would be added to the Compassionate leave if the employee is required to travel more than four (4) hours each way.

### 10.02 **Pallbearer Leave**

Up to One (1) day leave 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 or Department Head.

### 10.03 **Jury Duty**

The City will grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or is subpoenaed as a witness in any court. The employee shall receive regular salary from the City on the understanding that the wages payable by the court to the employee shall be assigned to the City by such employee. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay. Where an employee has completed the time required to serve as a juror or court witness in time to return by mid-shift, the employee shall do so.

### 10.04 **Leave of Absence**

The employer may grant a leave of absence, when operational requirements permit, without pay and without loss of seniority to any employee who has worked continuously for five (5) years except for vacations and has not taken sick leave for more than ten (10) days requesting such leave for good and sufficient causes, such request to be in writing to the General Manager or their designate. Good and sufficient causes may include election or appointment to a Union Office of the Local, election to Legislature of the Province and Canada, full time attendance at a College or University. One-time travel to any foreign destination. Employees may not participate in the benefit plan while on the leave of absence. Leaves of absence must be for more than three (3) months and up to a maximum of five (5) years. Only one leave of absence under this category shall be considered during an employee's career. Employees must have worked for more than five (5) years to qualify under this category. The employer may use either a contractor or a temporary employee to carry out the duties during the leave of absence. For leaves of absences greater than six months, the employer does not guarantee the employee the same position, job classification

or the rate of pay upon return. The Leave of Absence shall not be taken for the purpose of paid employment elsewhere.

## ARTICLE XI - SICK LEAVE

### Section 1 - Credits

#### 11.01 (a)

Full time employees will be credited with 112.5 hours of sick leave insurance credits commencing on the first day of service and will earn additional sick leave insurance credits on the basis of one and one half (1 ½ ) days for every month of service up to a maximum of one hundred and seventy five (175) days commencing on the completion of their first year of service. Part time employees will earn sick leave insurance credits on a pro-rata basis.

In the event an employee leaves the employ of the city or is terminated prior to the completion of their first year of service their final pay will be deducted by one and one half (1 ½ ) days per month for each month of uncompleted service.

#### (b) **Medical Care Leave**

Employees shall be allowed up to three (3) days per annum to engage in personal or immediate family preventative medical/dental health care, provided that such days are used from the employee's sick leave credits. The employee shall furnish the City with proof of medical care leave on request. Employees shall give the City at least twenty-four (24) hours notice of any medical appointment that occurs during working hours whenever possible. Additional days may be granted for cause, at the discretion of the Supervisor.

Employees shall be entitled to an additional three (3) days per year if an employee is required to travel outside of the Kootenay Boundary Regional Hospital Area.

### Section 2 - Accumulation/Pay-Out

11.02 All employees hired into permanent positions prior to September 30, 2017 shall upon retirement, pursuant to the provisions of the *Public Sector Pension Plans Act* or in accordance with City policy, become eligible for and receive at the employee's current rate of pay, the following percentage of their accumulated sick leave on the following scale:

For Employees hired prior to July 1<sup>st</sup>, 2003:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and seventy-five (175) working days, based on a seven and one half (7 ½) hour day.

For Employees hired after July 1<sup>st</sup>, 2003:

After five (5) years of service, twenty (20%) percent and an additional One (1%) percent per year thereafter to a maximum of one hundred and seventy-five (175) working days, based on a seven and one half (7 ½) hour day.

### **Attendance Incentive Program**

#### **11.02 (a) Effective May 1, 2014**

Employees will earn an additional two (2) days per each year of service for the purpose of sick leave payout upon retirement. Up to a maximum of fifty (50) days. These additional sick leave days will be accumulated under the same terms and conditions as general sick leave but are for the purpose of sick leave payout only.

Fifty (50%) percent of sick days taken after May 1, 2014 will be deducted from the employee's sick time accumulation prior to determining the amount of payout upon retirement.

Sick leave credits used as a result of a catastrophic illness or used for WCB top-up per clause 11.03 will not be deducted from an employee's retirement allowance total.

### **Retirement Allowance**

Employees hired into a permanent position after September 30, 2017 shall have the ability to bank up to a maximum of \$50,000 from earned overtime to be paid out at retirement or termination. The hours are deposited into the bank at the rate at which they are earned.

### **Section 3 - Workers' Compensation**

11.03 An employee prevented from performing regular work with the City due to an occupational accident that is compensable within the meaning of the *Workers' Compensation Act*, shall receive from the City the difference between the amount payable by the WorksafeBC and the employee's regular salary (top-up), if the employee so elects, in which case the employee's accumulated sick leave credits shall be debited by an amount equal to that proportion not covered by the compensation. Every reasonable effort shall be made to provide suitable light duty work, if available for employees who are on a WorksafeBC Claim or extended illness, subject to approval by a doctor and/or WorksafeBC.



Employees in receipt of WorksafeBC Benefits will continue to accrue seniority and receive benefits under Article 12 and the City will pay the premiums of the benefits accrued under Article 12. Employees will not accrue sick leave credits on WorksafeBC benefits. Accrual of Municipal Pension Plan benefits shall be subject to the provisions of the *Public Sector Pension Plans Act*. Employees in receipt of WorksafeBC benefits will accrue vacation credits on the top-up portion.

#### **11.04 Pregnancy and Parental Leave**

- (a) Pregnancy and parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, Part 6 – Leaves and Jury Duty, Sections 50, 51 and 54 as per *Employment Standards Act* [RSBC 1996] chapter 113. Where ever possible an employee will give the City a minimum of four (4) weeks written notice of their intent to take pregnancy or parental leave specifying the date of this leave.
- (b) Pregnancy shall not constitute cause for dismissal
- (c) On completion of the probationary period, an employee shall qualify for pregnancy and parental leave and the City shall not deny the pregnant employee the right to continue employment during the period of pregnancy
- (d) If an employee takes pregnancy or parental leave during the employee's probationary period, the probationary period shall continue after the employee returns from leave.
- (e) Should an employee require a longer period of pregnancy leave because of health reasons and/or complications, an extension up to a maximum of three (3) months will be granted on production of a Medical Certificate. In the event that an employee qualifies for sick leave benefits under the Employment Insurance program, the employee shall receive from the City the difference between the amount payable by the Employment Insurance and the employee's regular salary, and the employee's accumulated sick leave will be debited by an amount equal to the portion not covered by the Employment Insurance for a period up to twelve (12) weeks.
- (f) Employees shall retain full employment status and accumulate all benefits of this Agreement while on pregnancy leave.
- (g) An employee shall give the City at least two (2) weeks' notice/advice of intention to return to work after pregnancy or parental leave and the employee shall be

returned to the former position. If the former position no longer exists, then such employee shall be placed in an equivalent position in the Department.

- (h) Whenever the BC Labour Codes, *Employment Standards Act* or Federal Legislation provide superior provisions for pregnancy or parental leave, such legislation will prevail.

**ARTICLE XII - BENEFITS AND HEALTH CARE PLANS**

**12.00 Municipal Pension Plan**

Participation by employees in any Municipal Pension Plan to which the City is required to contribute shall be requisite to full-time employment and optional for part time employment.

**12.01 Group Life Insurance**

- (a) The City shall pay One Hundred (100%) Percent of the cost of the premiums of a Group Life Insurance Plan at three (3) times the employee's annual salary. The City will offer additional Group Life Insurance Coverage for I.B.E.W. employees on the condition that the employees will pay the additional premium costs.
- (b) The City agrees to supply, at no cost to the employees, accidental death and dismemberment insurance in the amount of three hundred and fifty thousand dollars (\$350,000).

**12.02 Health Care Plan**

- (a) The city shall pay 100% of the premiums of the recognized BC Medical Services Plan and the extended health benefit plan, including prescription drugs.
- (b) Professional Services as currently defined by the Extended Health Benefits Carrier will be \$500 per calendar year with a maximum of \$40 per visit.
- (c) The City agrees to ensure that the Extended Health Benefits plan provides 100% coverage for the cost of approved prescription drugs. Employee benefit cards will be provided to employees with their benefits on it when they become available.

**12.03 Dental Plan**

The City shall contribute one hundred (100%) percent of the actual cost of the premiums on behalf of each employee covered by the provisions of this Agreement, of a Dental Plan which shall cover:

- 100% of those expenses incurred under Plan "A"
- 80% of those expenses incurred under Plan "B"

50% of those expenses incurred under Plan "C", to include employee, spouse and dependent children, up to \$4,000 per lifetime

The Dental carrier may be switched, provided there is no additional cost to the employer.

Dental Services for plans "A" and "B" have a combined annual maximum of \$3,500

#### 12.04 Long Term Disability

All members of the bargaining unit shall participate in a Long Term Disability Plan with One Hundred (100%) percent of the premium costs to be paid by the employees by payroll deduction. Employees on Long Term Disability will continue to accrue seniority and receive benefits under Article 12. The City will pay the premiums of the benefits accrued under Article 12. Accrual of Municipal Pension Plan benefits shall be subject to the provisions of the *Public Sector Pension Plans Act*.

Employees will not accrue vacation or sick leave credits while in receipt of Long Term Disability Benefits.

#### 12.05 Optical Plan

(a) Employer paid optical plan that provides a maximum of \$400 every two (2) years and payment of eye exams every two years, per employee, spouse and dependent children to age 21.

(b) Prescription Safety Glasses:

The employer will reimburse to an eligible employee 100% of the cost of Prescription Safety Glasses which is required in the performance of their job up to a maximum of \$300.00 every two years plus replacement of lenses if damaged after one year.

#### 12.06 Retired Employees

The City shall pay One Hundred (100%) percent of the premiums for employees hired prior to June 1, 2017 for:

Retirement: Medical and Extended Health only;

Dental to age 65

Upon retirement employees electing to maintain Medical, Dental and Extended Health coverage will be required to apply for coverage through the Municipal Pension Plan.

#### **12.07 Long Term Disability/Worker's Compensation**

The City shall pay One Hundred (100%) percent of premiums for employees and their dependents, upon:

Employees being accepted for Long Term Disability, Worker's Compensation and/or it being determined they are totally disabled for service to the City:

- Extended Health;
- Group Life Insurance to age 65 only,
- Extended Health Coverage will be paid to the widow in the event of the death of an employee in service
- Dental to age 65 only.

## ARTICLE XIII - SAFETY

### Section 1 - Safety Committee

- 13.01 The Parties hereto agree that they will be governed by any applicable existing rules or regulations enacted by the B. C. Provincial authorities, insofar as the said rules or regulations may not be applicable to a specific case or specific cases the Parties hereto shall be at liberty to compile a Safety Practices Appendix and the same, if mutually agreeable to the Parties hereto and executed by each of them, shall be attached hereto and form a part of this Agreement.
- 13.02 Where existing rules or regulations do not apply to a specific case or specific cases, the same shall, at the request of either Party, be referred to a Safety Practices Committee for a ruling. Such Safety Practices Committee shall be composed of three (3) members chosen by the Local Union and three (3) members chosen by the City.
- 13.03 The Safety Committee shall meet whenever required by either Party. Any ruling made or concurred in by a majority of the Committee, shall be binding upon the persons bound by this Agreement. In any case, such ruling may be referred by either party, to the Workers' Compensation Board for a ruling and any ruling made by the Workers' Compensation Board shall be final and binding upon the persons bound by this Agreement.
- 13.04 There shall be no stoppage of work by reasons of any grievance, complaint, matter of things to which the said existing rules or regulations are not applicable.

### Section 2 - Safety Clothing and Equipment

13.05 All employees working in any dirty or dangerous capacity shall be supplied with all the necessary safety tools, safety equipment and protective clothing to be at the discretion of the supervisor who shall have the right to request the worn-out issue to be turned in at the time of any new issue

Safety Clothing and equipment to include such items as:

- 1) Rubber Gloves (CSA Approved, Hi-Voltage).
- 2) Safety Boots for all employees except in the case of an employee working in a Lineman Classification - Lineman's Boots.
- 3) Rain Gear for adverse conditions.
- 4) Linemen's Gloves
- 5) Goggles, Ear Protectors and Coveralls.

- 6) Sunscreen SPF 40 or better
- 7) Arc-Flash resistant clothing

### 13.06 **Safety**

It is hereby understood and agreed by the Parties hereto that it is not the City's intention to reduce the shift manpower at the Power Plant from the present established policy of two (2) employees per shift.

However, in the case of vacations, sick leave, leave of absence or other such vacancy of a short term duration, and where the City is not able to cover the vacancy from within the Department, an employee may be required to work alone, with duties falling within the limits of safety. The City shall make every attempt to fill such vacancy as above from within the Department. Employees shall not be required to work under any conditions that are not approved under the "*Workers' Compensation Act*".

### 13.07 **Working in Isolated Areas**

In the interest of safety, two (2) employees shall be required to work in remote or isolated areas except where a risk assessment demonstrates otherwise. Such risk assessment will include a member of the relevant trade(s).

## ARTICLE XIV - GENERAL PROVISIONS

### 14.01 **Travel Time**

Employees shall travel from their assigned headquarters to and from work on the Employer's time.

### 14.02 **Meal Period**

- (a) As a continuation of a regular shift, the City will provide a meal, if practical, upon the first two (2) hours of overtime and every four (4) hours thereafter, where such overtime is a continuation of the employee's regular shift.
- (b) Overtime pay shall continue through the period of time over which the meal is taken to a maximum of one (1) hour. Where it is not practical to provide a meal, or where the employee elects not to have a meal, the employee shall instead receive one (1) hour's pay at the prevailing overtime rate.
- (c) When an employee is called out for unscheduled work and works through the employee's normal meal time, or any portion thereof, the city will provide the employee with a meal.
- (d) Where an employee is called out to work and works for more than four (4) hours, the employee shall be provided with a meal, if practical, and shall continue on overtime pay for the duration of the mealtime to a maximum of one (1) hour. Should it not be practical to provide a meal or should the employee elect not to have a meal, the employee shall instead receive one (1) hour's pay at the prevailing overtime rate. Each subsequent four (4) hour period will be handled in the same manner
- (e) Allowance for overtime meals is \$23.00 per meal and is paid through payroll as a separate meal allowance.

### 14.03 **Tools**

Employees shall be entitled to purchase the tools of their trade through the City at cost. A minimum deduction of Fifty (\$50.00) Dollars per pay will be made by the City until the indebtedness is paid.

The City agrees to replace broken or worn out tools of all employees upon presentation of the said tools by such employee to their Supervisor for approval.



#### 14.04 **Payment of Legal Costs**

Notwithstanding any disciplinary action for just cause under the terms of this Agreement, where any employee is found not guilty in any court of charges or lawsuits resulting from the performance of their duties for the City, the City agrees to pay all reasonable legal costs in connection with their defence.

#### 14.05 **Poleyard/Cutting of Trees**

Work in the poleyard shall be done under the supervision of a Power Line Technician. The cutting of trees, which would interfere with transmission lines, shall be done under the supervision of a Power Line Technician.

#### 14.06 **Harassment/Discrimination**

Harassment and discrimination of any form shall not be tolerated in the workplace. Immediate dismissal shall occur for employees and management personnel found practising or guilty of any form of harassment and discrimination at the workplace.

#### 14.07 **Personnel File**

All notes pertaining to verbal discipline and any written disciplinary letters will be removed from employee's file after 24 months provided no further disciplinary infractions have occurred within this period. All letters relating to suspensions will be removed after five years if no further infractions have occurred within this period.

Serious safety infractions where disciplinary action has been invoked, will remain on file permanently.

## ARTICLE XV - APPRENTICESHIP PROGRAM

### **15.01**

The training guidelines and technical training provided by virtue of the apprenticeship contract through the BC Industry Training Authority will apply to apprenticeship classifications. The responsibilities of the apprentice and the employer are as defined in this apprenticeship contract.

### **15.02**

An apprentice is a trades worker who is serving an apprenticeship, to become a Journeyman, but who has not yet qualified as a Journeyman. The duties of an Apprentice shall be to assist the Journeyman(s) in the trade to which they are assigned. An Apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment that can release potential energy until the last six (6) months of their apprenticeship and then only when accompanied by a Journeyman

### **15.03**

An Apprentice shall be under direct supervision of a Journeyman at all times. When a Journeyman and an Apprentice are working together and it becomes necessary for the Journeyman to leave for a short period of time, it should not be necessary for an Apprentice to accompany the Journeyman. An Apprentice shall not be permitted to work alone on any job regardless of the type of work involved nor regardless of the length of time needed to do the job, except as provided in this section.

### **15.04**

Apprentices shall be given every opportunity, and be engaged in diversified training in order that they become competent qualified tradespersons. It is the duty of Journeymen to teach Apprentices their trade. For the latter half of their final year, an Apprentice shall be permitted to do the work of a Journeyman when under the direct supervision of a Journeyman.

ARTICLE XVI - EFFECTIVE AND TERMINATING DATES

- 16.01 This Agreement shall come into effect on the 1<sup>st</sup> day of May, 2022 and shall continue in full force and effect until the 30th day of June, 2026. This Agreement will continue from year to year thereafter unless notice to commence collective bargaining be timely given by one Party to the other.
- 16.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike or the Employer shall lock out, or the Parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- 16.03 It is expressly agreed that Section 66, subsection (2) of the Labour Code of British Columbia, shall not apply to this Agreement.

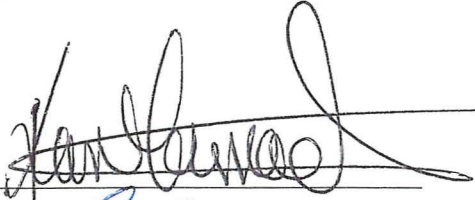

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 6 day of

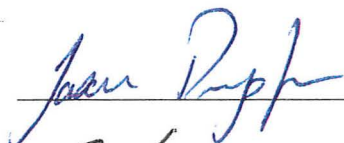
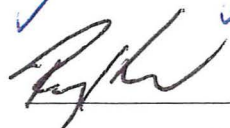
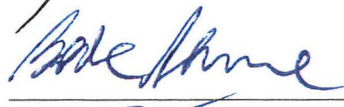

July \_\_\_\_\_, 2023.

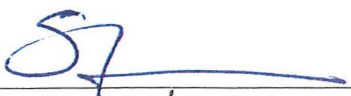
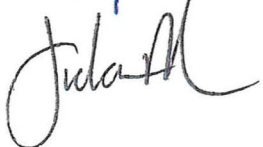
SIGNED ON BEHALF OF: SIGNED ON BEHALF OF:

THE CORPORATION OF  
THE CITY OF NELSON

THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 1003

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

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

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

## SCHEDULE A

### RATES OF PAY BY CLASSIFICATION

CLASSIFICATION	Current Rates	1-May-22	1-May-23	1-Jan-24	1-May-24	1-Jan-25	1-Jul-25
		2.50%	2.50%	2.50%	2.50%	2.00%	2.00%
Meter Reader	\$ 34.52	\$ 35.38	\$ 36.26	\$ 37.17	\$ 38.10	\$ 38.86	\$ 39.64
Meter Department Customer Service Person	\$ 42.09	\$ 43.14	\$ 44.22	\$ 45.33	\$ 46.46	\$ 47.39	\$ 48.34
Utility Serviceperson 1st Class	\$ 39.34	\$ 40.32	\$ 41.33	\$ 42.36	\$ 43.42	\$ 44.29	\$ 45.18
Journey Power Line Technician *	\$ 46.98	\$ 48.15	\$ 49.35	\$ 50.58	\$ 51.84	\$ 52.88	\$ 53.94
Journey Electrician *	\$ 46.98	\$ 48.15	\$ 49.35	\$ 50.58	\$ 51.84	\$ 52.88	\$ 53.94
Journey Mechanic *	\$ 46.98	\$ 48.15	\$ 49.35	\$ 50.58	\$ 51.84	\$ 52.88	\$ 53.94
Apprentice (See note C)							
Production Millwright *	\$ 46.98	\$ 48.15	\$ 49.35	\$ 50.58	\$ 51.84	\$ 52.88	\$ 53.94
Meter Technician *	\$ 46.98	\$ 48.15	\$ 49.35	\$ 50.58	\$ 51.84	\$ 52.88	\$ 53.94
Journey Leadhand *	\$ 49.34	\$ 50.57	\$ 51.83	\$ 53.13	\$ 54.46	\$ 55.55	\$ 56.66
Design & Facilities Technician I	\$ 45.43	\$ 48.65	\$ 49.87	\$ 51.12	\$ 52.40	\$ 53.44	\$ 54.51
Design & Facilities Technician II	\$ 50.50	\$ 51.76	\$ 53.05	\$ 54.38	\$ 55.74	\$ 56.85	\$ 57.99
Journey Team Leader *	\$ 53.55	\$ 54.89	\$ 56.26	\$ 57.67	\$ 59.11	\$ 60.29	\$ 61.50
Grounds Person	\$ 36.09	\$ 36.99	\$ 37.91	\$ 38.86	\$ 39.83	\$ 40.63	\$ 41.44

\* These are journey person positions

*The Design and Facilities Technician I is to be at 94% of Design & Facilities Technician II, as reflected in Schedule A above.*

- (a) Employees required by the Employer to obtain and hold a valid Industrial First Aid level 2 Certificate or equivalent certification, will receive fifty cents (\$0.50) per hour in addition to their regular rate of pay. The cost of the instruction for such a required course will be borne by the employer.
- (b) The Leadhand will receive a premium of 2.5% of their Leadhand hourly rate for the duration of the job for having charge of more than four (4) workers, including contractors, whether such workers are within the bargaining unit or not.
- (c) The rates of pay for an apprentice Powerline Technician are 1st year 72%; 2nd year 81% and 3rd year 90%. The rates of pay for an apprentice electrician are 1st year 72%; 2nd year 77% and 3rd year 82% and 4th year 90%.
- (d) Journey Team Lead or Journey Leadhand rate will be paid for time appointed to perform this function as directed by the Manager or Designate.
- (e) Any power line technician below the Team Leader Classification who performs PIC responsibilities during a regular day shift, having been assigned to do so by the employer, will receive a PIC premium of one (1) dollar per hour.

LETTER OF UNDERSTANDING # 1

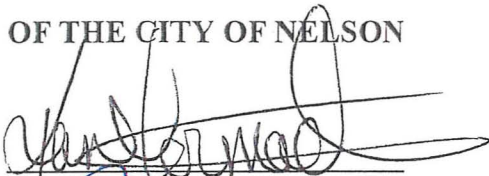
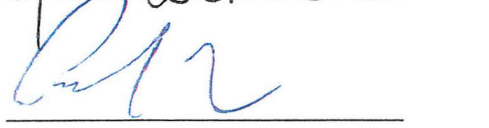
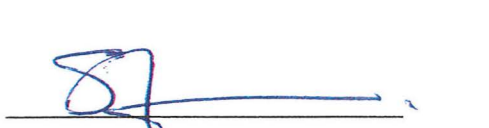
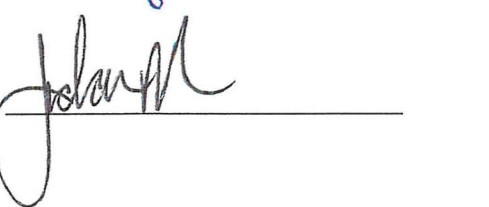
SHIFT SCHEDULE FOR STREET LIGHTING

It is hereby understood and agreed by the parties hereto that the City shall have the right to institute an afternoon shift schedule for the purpose of on-site inspections, surveys and repairs and maintenance to street lights owned by the Utility.

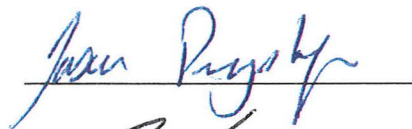
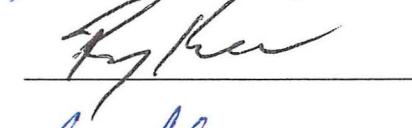
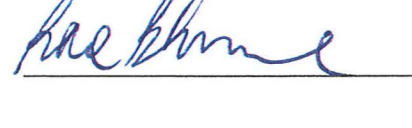

Such shifts shall be regularly scheduled and established for a minimum period of Five (5) consecutive days, Monday to Friday. The City shall give the Union five (5) working day's notice of any shift schedule instituted under the Letter of Understanding. The City agrees to pay the applicable shift premium for all hours worked outside of the regular hours of work.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

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

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

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

LETTER OF UNDERSTANDING # 2

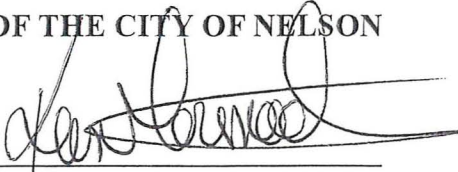
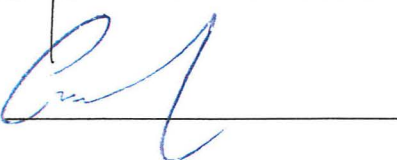

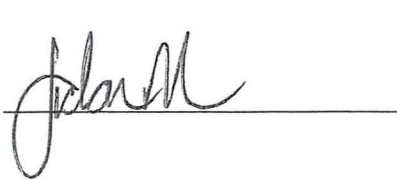
TRANSFER OF ACCUMULATED SICK LEAVE

The City agrees to recognize the transfer of accumulated sick leave from one employee to another within the bargaining unit under the following conditions:

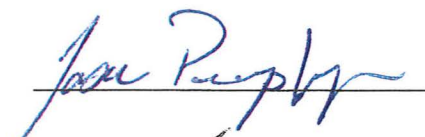
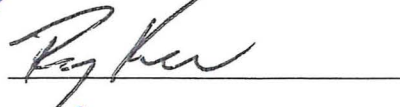


- An employee requesting additional sick leave must first have depleted or used up all of the accumulated sick leave in the employee's sick leave bank.
- An employee having accumulated sick leave available may elect to donate a portion of accumulated sick leave to an employee who has no sick leave remaining.
- Such donation of accumulated sick leave must be made in writing to the Payroll Clerk prior to the transfer taking place and once such advice is received by the Payroll Clerk, it shall be irrevocable.
- The provisions of Article 11.02 of the Collective Agreement shall not apply to any accumulated sick leave received by an employee under this Letter of Understanding.
- Such transfer shall only be made in the event of a catastrophic illness. Recipients shall be limited to receive a maximum of 150 hours per incident.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

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

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

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

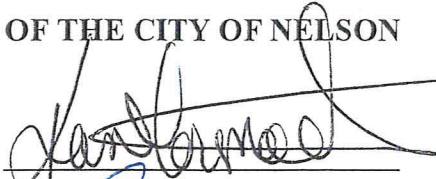
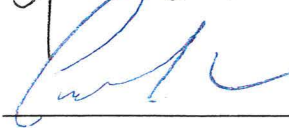
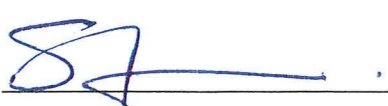
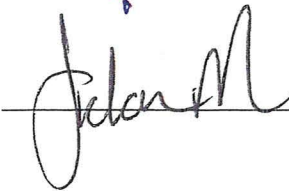
LETTER OF UNDERSTANDING # 3

MINIMUM CREW SIZE: ELECTRICAL DEPARTMENT


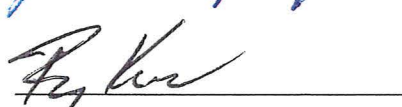

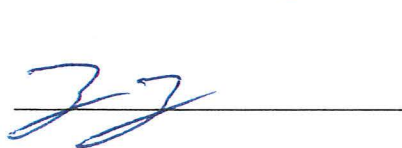
The City agrees to retain the existing individuals employed in full time positions unless there are vacancies as a result of retirements and terminations at which time the employer reserves the sole right to either fill the vacancy or forego from filling the vacancy. It is understood that a vacancy is only a vacancy when and if the employer deems it so.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

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

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

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

LETTER OF UNDERSTANDING # 4

CONTRACTING WORK

Notwithstanding Clause 1:08 of the Collective Agreement

Prior to the tendering of Capital Projects (defined as any project costing the City a minimum of \$50,000 in any given fiscal year) management and the Union shall meet to determine whether there are sufficient qualified IBEW contractors in good standing with the Union who are prepared to bid on the work to ensure a competitive bid process. In the event the City is not satisfied, for bona fide reasons, that it will receive a minimum of three (3) competitive bids or does not receive a minimum of three (3) competitive bids, the City shall have the right to proceed to an open bid process, upon notification to the Union. The City will provide the Union 5 working days to respond.

Should the City proceed to an open bid process the following terms will be included in the tender documents:

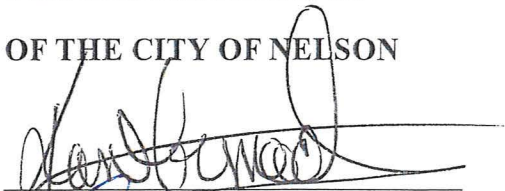

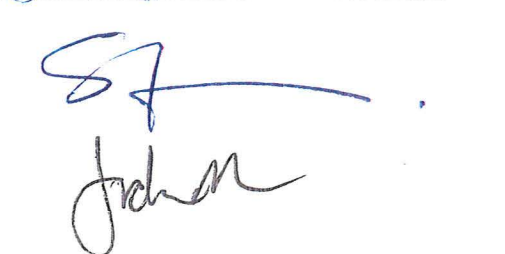
- a) All electrical work under the tender shall be at a comparable wage and benefit package as contained in the City's agreement with IBEW Local 1003;
- b) Prior to commencing work, the contractor shall sign a voluntary recognition with IBEW Local 1003, covering the work under tender.

No bargaining unit employee shall be demoted or laid-off due to the contracting out of this capital work.

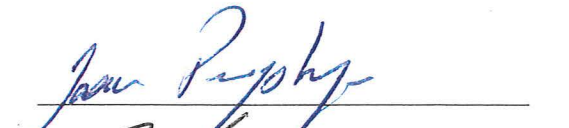


This LOU will be effective upon date of ratification and will expire on June 30<sup>th</sup>, 2023 unless renewed by the parties.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003



---

---

---

---

LETTER OF UNDERSTANDING # 5

JOB CLASSIFICATION COMMITTEE

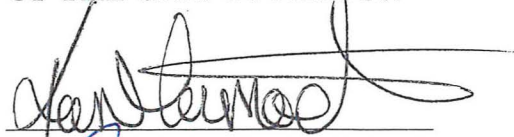
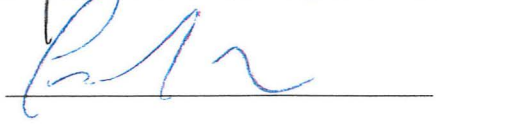
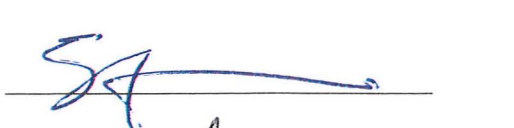
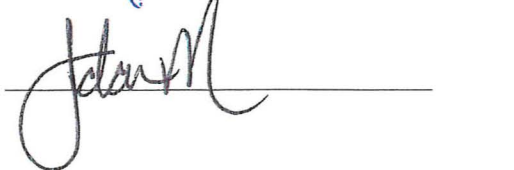
The City is responsible for establishing new classifications or revising existing classifications to meet the operational needs of Nelson Hydro. The City and the Union are responsible for negotiating an equitable wage rate for these classifications.

In order to assist in this process and to ensure job descriptions remain current the parties agree to refer any new classifications or existing classification, if there are substantive changes in the major responsibilities, experience or qualifications of that existing classification, to the Job Classification Committee which is made up of three (3) representatives each from the Union and the City. The members on the committee cannot review their own classifications.


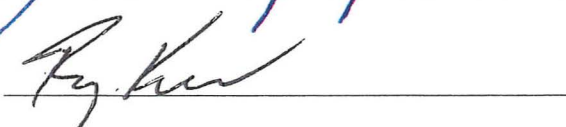
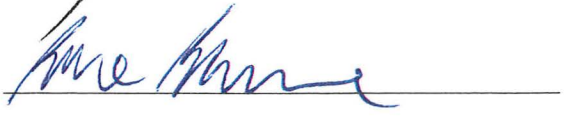

The Committee can make recommendations as to whether a job description should be revised and, if so, whether the committee recommends the Union and the City negotiate a new wage rate for that classification. The Committee must consider the wage rate of comparable positions when making its recommendations (excluding the market allowance). In the event there is not consensus by the committee this will be referred to the labour management committee for resolution.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

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

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

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

LETTER OF UNDERSTANDING #6

EARLY RETIREMENT – ADJUSTMENT PLAN

The City of Nelson, together with the IBEW will research the feasibility of transferring wages for 'bank time earned' to a retirement fund to be used for the sole purpose of qualifying for (or bridging to) Early Retirement Benefits and/or unreduced Pensions.

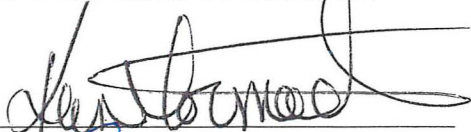
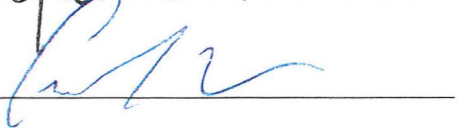
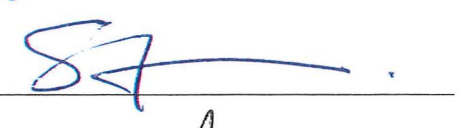
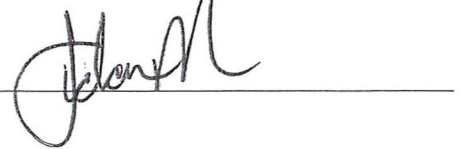
Such a fund will be subject to all applicable legislations and income tax regulations of the Canada Revenue Agency.

The first meeting of the parties will be held no later than 90 days after the signing of the letter of agreement and quarterly meetings will be held thereafter to develop a plan.


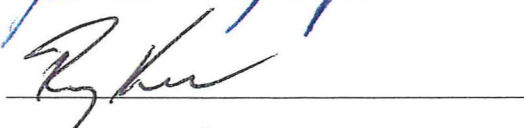
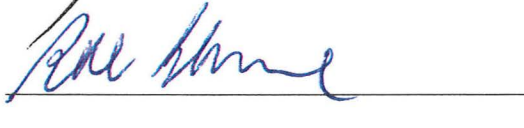
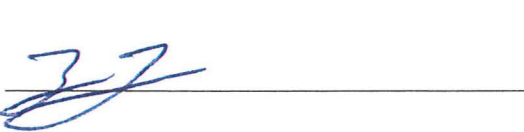
The memorandum is on a without prejudice and precedent basis.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

LETTER OF UNDERSTANDING #7

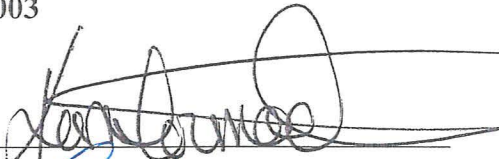
RETIREMENT ALLOWANCE

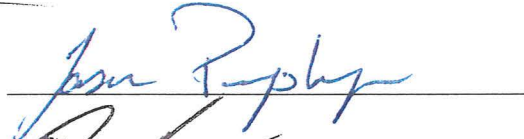
Employees and retired employees who were employed with the City as of January 1, 2012 are eligible for the allowance of \$100 per year, upon retirement as part of their retiree benefits and, for greater certainty, the Human Resources department will maintain the list of these employees and it will be updated annually and forwarded to the Union.

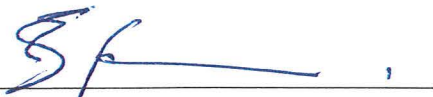
Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON  
1003

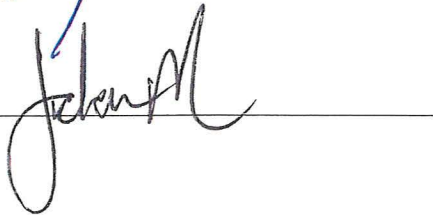
SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

LETTER OF UNDERSTANDING #8

DESIGN AND FACILITIES TECHNICIAN POSITIONS

That the job descriptions for the Design Technicians be forwarded to the Job Classification Committee to ensure they clearly differentiate between major responsibilities of the two classifications.

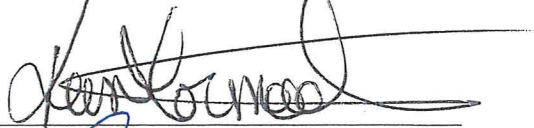
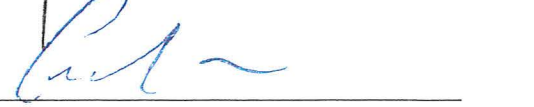
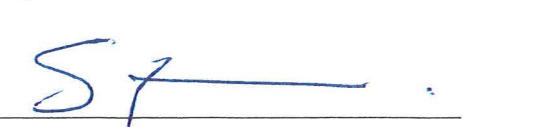
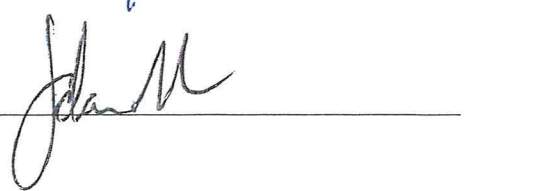
After the completion of the job description review, the City agrees to review the type of work that the Design & Facilities Technician I is being assigned to determine if this is primarily Design Technician & Facilities II level work. In the event it is determined that it is primarily Design Technician & Facilities II work then the current Design & Facilities Technician I will be awarded this rate effective the date of ratification of the agreement.

In the event it is not determined that the current Design & Facilities Technician I is primarily doing Design Technician II work that the City commits to reviewing the department to determine whether the Nelson Hydro is better served by having the design & facilities technicians equally split the type of work they are being assigned. If the decision of the General Manager or their designate is to move to two Design & Facilities Technicians II then a plan will be developed with clear requirements for the current Design & Facilities Technician I to be eligible to be promoted to a Design & Facilities Technician II.



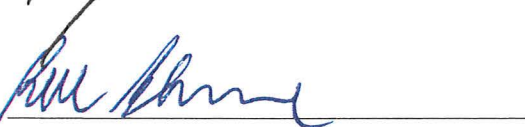

This does not in any way limit the City, in the future, in determining the structure of the department and staffing for its needs.

Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON

SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL 1003

LETTER OF UNDERSTANDING #9

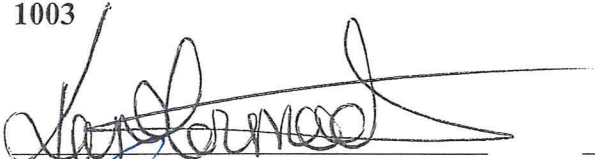
RETROACTIVE PAY FOR FLEX DAYS


The City agrees Flex days are retroactive to May 1st, 2022 in accordance with Article VII, Section 1, 7.01 (a).

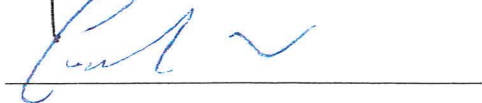
Dated at Nelson, B.C. this 6 day of July, 2023.

SIGNED ON BEHALF OF  
THE CORPORATION OF  
OF THE CITY OF NELSON  
1003

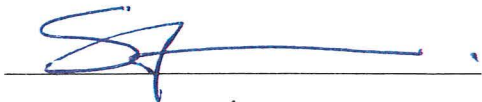
SIGNED ON BEHALF OF  
THE INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS, LOCAL

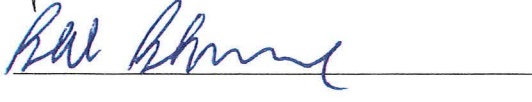


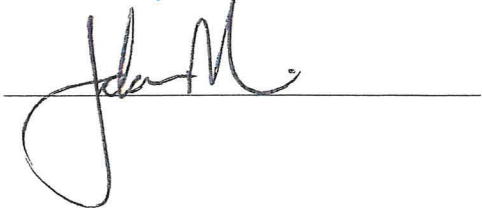


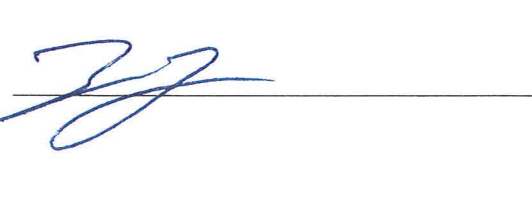












APPENDIX I

MARKET ALLOWANCE

The terms and conditions of the market allowance are established as follows:

**1. Application of the Market Allowance**

**a. Method of Payment**

The Market Allowance will be paid as a percentage of base salary on a bi-weekly basis. It will be shown as a special allowance on pay cheques.

The Market Allowance is pensionable and pension contribution deductions will be made accordingly. Employees will be paid for worked overtime and standby at a rate reflected by their base salary plus the applicable Market Allowance. Employees choosing to bank their standby will have the market allowance portion paid out.

All other premiums and forms of compensation including but not limited to benefits and time bank entitlements and payouts (including sick bank) will not be impacted by the Market Allowance and the prevailing terms of the collective agreement will apply.

**b. Effective Date of the Allowance**

The Market Allowance will be effective as of May 1<sup>st</sup>, 2022.

**Application**

The Market Allowance is only applicable to the following job titles and will be paid according to the following schedule:

**Payment Schedule**

Job Title	Market Allowance
Journey Power Line Technician	8%
Journey Leadhand	8%
Journey Team Leader	8%
Apprentice Power Line Technician	8%

**c. Conditions for Suspending Payments**

Employees need to be actively working to earn the market allowance. As a result, employees on leave such as maternity, parental, or adoption leave; self-funded sabbatical leave; pre-retirement leave; leave without pay; long-term disability; or sick leave of a

greater duration than 105 calendar days in the previous 16-week period will not receive the market allowance.

**d. Effective Period**

The expiry of the current collective agreement between The Corporation of The City of Nelson and IBEW local 1003 (May 1, 2022 to June 30, 2026)

**2. Administration of the Market Allowance**

During the term employees will have their base rate administered within the existing terms of the collective agreement followed by the application of the appropriate Market Allowance, if any, as follows:

**a. Promotions within the IBEW**

Regular promotional increases will be applied to the employee's base rate followed by the application of the Market Allowance as long as the employee remains with the PLT job family as described by the job titles set out in 1 (b).

Temporary promotions within the PLT job family will be calculated using the total of the base rate plus the temporary promotional adjustment and the market allowance specified in 1 (b) - "Application."

**b. Demotions within the IBEW**

Demotion for non-ascribable reasons, will have their base rate administered within the terms of the collective agreement and their Market Allowance will no longer apply.

**c. Transfers to Jobs Outside the Scope of IBEW Certification**

Employees who are transferred to jobs outside of the scope of the IBEW certification will no longer be eligible for the market allowance.

**d. Termination**

The Market Allowance will not apply to the calculation of severance payments or the payout of time banks upon termination.



## APPENDIX II

### OCCUPATIONAL CLASSIFICATIONS AND DUTIES

The employees covered by this Agreement are all those employed by the City and listed in Schedule A or classified in each of the occupational classifications hereinafter set forth.

#### Apprentice:

The training guidelines and technical training provided by virtue of the apprenticeship contract through the Ministry of Labour, Apprenticeship Branch, will apply to apprenticeship classifications. The responsibilities of the apprentice and the employer are as defined in this apprenticeship contract.

#### Apprentice Power Line Technician:

The duties of an Apprentice shall be to assist the Journeyman or Journeymen in the trade to which they are assigned. An Apprentice shall be permitted to use tools but they shall not be called upon to come into direct contact with high voltage conductors or equipment that is potentially alive, until the last six (6) months of their apprenticeship, and then only when assisting a Journeyman. For the purpose of this provision, the term "high voltage" shall mean alternating current potential in excess of 650 volts to ground or a direct current potential in excess of 300 volts to ground. For the latter half of their third year, an Apprentice shall be permitted to do the work of a Journeyman when under the direct supervision of a Journeyman.

#### Apprentice Electrician:

An electrical worker who is serving an apprenticeship, to become a Journeyman Electrician, but who has not yet qualified as a Journeyman Electrician. An Apprentice shall use tools but shall not be called upon to come into direct contact with conductors or equipment that is potentially alive until the last six (6) months of their apprenticeship and then only when accompanied by a Journeyman.

An Apprentice shall be under direct supervision of a Journeyman at all times. When a Journeyman and an Apprentice are working together and it becomes necessary for the Journeyman to leave for a short period of time, it should not be necessary for an Apprentice to accompany the Journeyman. An Apprentice shall not be permitted to work alone on any job regardless of the type of work involved nor regardless of the length of time needed to do the job, except as provided in this section.

Apprentices shall be given every opportunity, and be engaged in diversified training in order that they become competent qualified tradesmen. It is the duty of Journeyman Electricians to teach Apprentices the Electrician's trade.