

AGREEMENT

THE CORPORATION OF THE CITY OF VICTORIA

AND

THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL NO. 230

January 1, 1996 - December 31, 1997

THE CORPORATION OF THE CITY OF VICTORIA

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 230

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SCHEDULE "A" - WAGES AND SALARIES

SCHEDULE "B" - CLASSIFICATION OF DUTIES OF STAFF

SCHEDULE "C" - SAFETY RULES AND WORKING CONDITIONS
BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

(hereinafter called the "City")

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL NO. 230

(hereinafter called the "Brotherhood")

WHEREAS the object of this Agreement is to promote peace and harmony between the City and the Brotherhood, and to facilitate the peaceful adjustment of all or any disputes and grievances between the parties, and to prevent strikes and lockouts;

AND WHEREAS the Brotherhood has requested pursuant to the proviso in Section 3 of Bylaw Number 3242 (as amended by Section 3 of Bylaw 3597) and Section 2 of Bylaw Number 3596, that it wishes to accept the terms and conditions as set up by its Union, and agrees to enter into this Agreement with the City and that said Bylaws Number 3242 and 3596 shall not apply;

AND WHEREAS the City approves and recognizes the Brotherhood as the bargaining agent on behalf of the employees;

AND WHEREAS it is now thought desirable to draw up an Agreement setting forth methods for the speedy adjustment of any differences between the City and the Brotherhood;

NOW THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1, TERM OF AGREEMENT

- 1.01 This Agreement shall be for the period from and including January 1, 1996, to and including December 31, 1997, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (which is December 31, 1997) by written notice require the other party to the Agreement to commence collective bargaining.
- 1.02 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 City shall lock out, or the parties shall conclude a renewal or revision of the Agreement, or a new collective agreement.
- 1.03 It is expressly agreed that Section 50 (2) and (3) of the Labour Relations Code of B.C. shall not apply to this Agreement.

ARTICLE 2, UNION SECURITY

- 2.01 The City shall hire such men as are available as set forth in Schedule "B" to this Agreement on the condition that they are members of the Brotherhood, or that they be acceptable by and acquire membership in the said Brotherhood after one (1) month's continuous employment.

ARTICLE 3, DEFINITIONS

- 3.01 A permanent employee is an employee occupying a regular position who has completed his probationary period and has been confirmed in writing by the City.
- 3.02 All newly hired employees shall serve a probationary period not exceeding six (6) continuous months employment from the dates of hire, during which period such employee may be terminated for any reason, without reference to any other Article of this Agreement.
- 3.03 A casual or temporary employee shall be any employee who, being paid at an hourly rate, is employed in a casual or temporary position, provided however, when the period of employment as a casual or temporary employee exceeds six (6) months in duration of continuous employment, such an employee will become permanent.

ARTICLE 4, STATUTORY HOLIDAYS

- 4.01 The following shall be considered legal holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Armistice Day, Christmas Day, the day following Christmas Day, Sundays and all general holidays proclaimed by the City of Victoria, the Province of British Columbia and/or the Government of Canada. No deduction in the salary of any monthly paid employee shall be made on account of the above mentioned legal holidays occurring during regular work periods.
- 4.02 In the case of casual or temporary employees, as defined in Section 3.03, three (3) months employment within a continuous twelve (12) month period shall constitute eligibility for pay for the above legal holidays.

ARTICLE 5, VACATIONS

- 5.01 Paid annual holidays for all persons covered by this Agreement shall be allowed as follows:
- (a) Employees leaving the service in less than twelve (12) working months from the date of appointment, shall be granted annual holiday pay in accordance with the Employment Standards Act.
 - (b) Where an employee has worked continuously, he shall be entitled to the following schedule of annual holidays:
 - (i) After having service for one (1) full year and up to and including the tenth (10th) calendar year - fifteen (15) working days per year.
 - (ii) During the eleventh (11th) to twentieth (20th) calendar years of service - twenty (20) working days per year.
 - (iii) During the 21st and all subsequent calendar years of service - twenty-five (25) working days per year.

- (iv) Such holidays shall be granted by the head of the department when the employee can best be relieved from his duties, and his duties fulfilled by other employees. Annual holidays granted in accordance with the above schedule are to be considered to have been taken each year unless written approval is received from the Personnel Director for accrual of the whole or part thereof.
 - (v) In the case of all other employees, they shall be entitled to the benefits of the said Employment Standards Act.
- (c) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive holidays, or pay in lieu thereof, for any proportional holidays earned prior to their termination date on the basis of one-twelfth (1/12) of their holiday entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination, provided that;
- (i) "calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive;
 - (ii) in all cases of termination of service for any reason, adjustment will be made for any overpayment for holidays.

5.02 It shall be a condition of employment by the City that no employee shall be entitled to receive any pay for his regular holidays if he, during the said holiday period, engaged in any work for which he received from any other party than the City, salary, wages or any allowances in lieu thereof.

ARTICLE 6, HOURS OF WORK

- 6.01 The normal working day for personnel who are paid by the month or by the hour shall consist of eight (8) consecutive hours of work (exclusive of breaks for meals) between the hour of 8:00 a.m. and the hour of 5:00 p.m. on the same day, and the normal working week shall consist of five (5) consecutive normal working days from Monday to Friday inclusive.
- 6.02 All time worked in excess of a regular working day is to be considered as overtime and paid on the basis of one and one-half (1½x) times the standard rate for the first four (4) hours immediately following the expiration of the regular working day and double time thereafter until relieved, such relief to be for a period of not less than eight (8) hours.
- 6.03 Any call out for a return to duty outside of regular working hours to be paid a minimum of two (2) hours at two (2x) times the regular straight time rate commencing from the time the employee is notified. If the regular transportation services are not in operation, transportation will be provided by the City.
- 6.04 Where employees are working overtime, and in the opinion of the person supervising the job, a meal is regarded by him as necessary, such meal shall be provided by and paid for by the City.
- 6.05 When an employee is required to work on poles, bridges, towers or fixtures at elevation exceeding eighty-five (85) feet above ground, he shall be paid double the standard rate.
- 6.06 Work required during the regular noon break will be paid at the rate of time and one-half (1½x).

- 6.07 Where those employed on a monthly basis are required to work overtime, time off will be granted in lieu thereof, provided that where, in the opinion of the City Engineer, the granting of such time off would materially hamper the efficient operation of the Department, the employees concerned may be compensated by cash, either in whole or in part, in lieu thereof.

ARTICLE 7, LEAVE FOR UNION BUSINESS

- 7.01 Time off with pay shall be granted to official representatives of the Brotherhood upon application to the City Manager and upon the permission of the Head of the Department, when it becomes necessary to transact business in connection with matters affecting the Brotherhood employees of the City.
- 7.02 Providing that permission of the Superintendent has been first obtained, the Brotherhood representative will be accorded reasonable access to any of the City's electrical construction or other operations.

ARTICLE 8, SICK LEAVE

- 8.01 (a) Any permanent employee covered by this Agreement who is unable to carry out his duties through illness shall be granted sick leave with pay according to the following schedule:
- | | |
|--------------------------------|--------------------------------|
| for the 1st year of employment | 3 working days, non-cumulative |
| 2nd year to end of 5th year | 12 working days in each year |
| 6th year to end of 15th year | 18 working days in each year |
| After the 15th year | 24 working days in each year |
- (b) The provisions under this section shall become applicable in the calendar year 1967, and yearly thereafter, and each permanent employee will be granted a sick leave allowance for the calendar year 1967, in accordance with this then total continuous civic service, but the schedule of sick leave shall not be regarded as retroactive in its application. For example, an employee of seven years total continuous service shall be entitled to sick leave of 18 working days for the calendar year 1967 and no more.
- 8.02 After one (1) year of employment fifty percent (50%) of the unused portion of annual sick leave shall be permitted to accumulate to a maximum of twenty-six (26) weeks of cumulative sick leave, but Subsections (c), (d) and (e) of Section 9 of Bylaw number 3596 and of Section 10 of Bylaw Number 3242 shall not apply to any person covered by this Agreement.
- 8.03 Sick leave benefits shall commence on the first day of absence on each of the first three separate instances of absence during any calendar year. However, on the fourth instance of absence and each instance thereafter in any calendar year, sick leave benefits shall not commence until the second day of absence; provided that when the employee reports for work and is sent home by the City because the employee is too ill to continue to work, the one day waiting period shall not apply in that instance.

8.04 Any employee injured while in the service of another employer or while self-employed for profit, shall not receive any of the sick leave benefits provided in this Article 8.

ARTICLE 9, WORKING CONDITIONS AND SAFETY RULES

9.01 The Schedule of Working Conditions and Safety Rules hereto annexed as Schedule "C" shall likewise apply to all employees affected by this Agreement.

ARTICLE 10, SENIORITY

10.02 Subject to final approval of the City Council, the following rules shall apply:

- (a) Seniority in each classification shall govern in regard to layoffs.
- (b) The City shall post bulletins advising all employees covered by this Agreement of any positions which may become vacant and all such employees shall have the right to apply for the said positions. Ample time shall be allowed after the posting of bulletins for the receipt of applications. When the applications received are being considered, selection shall be made in the first instance on efficiency and then all things being equal, seniority shall apply.
- (c) Employees promoted or awarded new positions shall be given sixty (60) days in which to prove satisfactory, and if they fail to do so, shall be returned to their former positions without loss of seniority in such former position.
- (d) When at any time the department is engaging additional employees, the permanent employee last laid off in such department, if qualified shall be considered for the position.

ARTICLE 11, LEAVE OF ABSENCE

11.01 Any employee desiring leave of absence without pay for personal or educational reasons shall be granted such leave insofar as the regular operation of the department will permit, providing reasonable notice is given to the Head of the Department. Such leave of absences shall not exceed what, in the opinion of the City Manager, is a reasonable period of time.

11.02 The City shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The City shall pay such employee the difference between the employee's normal salary and the payments the employee receives for jury service. The employee will present proof of jury service and the amount of pay received.

ARTICLE 12, GRIEVANCE PROCEDURE

12.01 In the event of any difference or grievance arising as to the interpretation, application, operation, or any alleged violation of any provisions of this Agreement, the procedure for settling any difference shall be as follows:

- (a) For the purpose of this Section, the following words shall have the meaning herein assigned them, that is to say:

"Difference" shall mean any dispute between the parties bound by this Agreement concerning its interpretation, application, operation or alleged violations thereof, and "grievance" shall have a like meaning.

- (i) In the event of any difference or grievance arising, the first step to be taken by the aggrieved person shall be that he present the alleged difference or grievance to his foreman, which he may do on his own behalf or be accompanied by the Shop Steward.
- (ii) In the event of a settlement not being made in the first step, then the aggrieved person shall reduce his complaint into writing and present it through the Union Secretary to the Department Head, and where settlement is not reached in that event within five (5) working days, the matter of complaint shall be filed with the City Manager or such other person as the Council may appoint to act in its behalf in such cases.
- (iii) If the matter has not been settled satisfactorily within five (5) days of its submission to the City Manager or other such person, it shall be referred to the City Council, and failing settlement before the City Council within fourteen (14) days of its submission, the matter shall be referred to a Board of Arbitration.
- (iv) The Board of Arbitration shall consist of one (1) representative of the City, one (1) representative of the Brotherhood and an impartial chairman chosen by the said representative of the City and Brotherhood.
- (v) Upon the matter being referred to arbitration, the City and the Brotherhood shall within five (5) working days each name a representative upon the Arbitration Board. Within five (5) days after the last representative has been named, the two (2) representatives shall name an impartial chairman. Should they fail to do so, they shall jointly request the Industrial Relations Council of B.C. to select such a chairman.
- (vi) The decision of the Arbitration Board shall be the decision of the majority of its members, and shall be made within ten (10) working days of the naming of a chairman or such longer period as may be allowed by agreement of the parties.
- (vii) The decision of the Board shall be final and binding.
- (viii) The expenses and compensation of the Chairman of the Arbitration Board and all expenses of the Arbitration Board as such shall be borne by the parties hereto by dividing the cost equally.
- (ix) The Arbitration Board shall establish its own rules of procedure but shall give full opportunity to the parties to present evidence and make representations and to afford the opposing party adequate opportunity to cross examine witnesses called by the other party.

ARTICLE 13, PAYMENT OF WAGES

13.01 Employees shall be paid biweekly, payment to be made by cheque.

ARTICLE 14, WAGES

14.01 The wage scales attached as Schedule "A" shall apply during the term of this Agreement.

14.02 Should neither party serve notice on the other party in the four (4) months immediately preceding December 31, 1997, or in subsequent years, in accordance with Section 1.01 herein, any increase(s) in the wage scale that becomes effective in the Agreement between the British Columbia Hydro and Power Authority and the International Brotherhood of Electrical Workers shall become effective in this Agreement six (6) months following the effective date of the B.C. Hydro increase.

ARTICLE 15, BENEFITS

15.01 In consideration of any permanent employee contributing fifty percent (50%) of the monthly cost of that employee's participation in the Medical Services Association, the City will contribute the remaining fifty percent (50%) of the said monthly cost.

ARTICLE 16, WORKERS' COMPENSATION SUPPLEMENT

16.01 When a permanent employee suffers an occupational injury approved by the Workers' Compensation Board under the Workers' Compensation Act; the employee's normal salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation Board payment changes to disability pension or other workers' compensative settlement, whichever occurs first.

16.02 All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the City by the Workers' Compensation Board in return for which the City shall pay the employee the full amount of his/her wages to which he/she would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, subject to the above maximum time limitation of fifty-two (52) weeks.

IN WITNESS WHEREOF the parties hereto set the hands of their officers, duly appointed in that behalf, this _____ day of _____, _____, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

CHAIRMAN, GVLRA

BUSINESS MANAGER
IBEW, LOCAL 230

DIRECTOR, GVLRA

MANAGER, GVLRA

SCHEDULE "B"

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 230

Classification of Duties of Staff

LINE CREW

1. Foreman

A journeyman lineman having charge of more than four other tradesmen of any classification, whether journeymen, groundmen or apprentices, or more than twelve labourers.

He shall be responsible for the safe, efficient and expeditious execution of the work by the men under his jurisdiction. It is not the duty of the foreman to handle tools except for the preservation of life and property.

2. Sub-Foreman

A journeyman lineman having charge of not more than four other tradesmen, whether journeymen, groundmen or apprentices, or not more than twelve labourers.

He shall use tools at his discretion and shall be responsible for the safe, efficient and expeditious execution of work by the men under his jurisdiction.

3. Cableman

A cableman shall be a journeyman and shall undertake any work required in connection with lead-covered or other forms of high voltage cables and their accessories.

He may act as a sub-foreman or foreman over linemen, helpers, apprentices or labourers.

4. Lineman

A journeyman having had at least four years experience as a lineman and admitted to the status of journeyman.

He shall perform all line work on poles, towers, or superstructure, requiring climbing, framing and erecting of pole structures; stringing of wires; and terminating of all incoming and outgoing overhead lines on buildings and outdoor terminal or switch structures.

5. Apprentice

An employee who is serving for qualification as a journeyman but who has not yet qualified as a journeyman lineman.

He shall assist journeymen in the trade to which he is assigned. He may use tools, and in the latter part of his third year, may perform journeyman's work under the direct supervision of a journeyman. He shall not be called to come in contact directly with live high voltage conductors or with equipment that is potentially alive until completion of the second year of his apprenticeship. In this connection, high voltage shall mean an alternating current potential in excess of six hundred and fifty (650) volts to the ground or a direct potential exceeding three hundred (300) volts to the ground. The ratio of apprentices shall not exceed one to four (1:4) journeymen in any one branch of the trade, but sufficient time shall be allowed all employees classed as apprentices to become journeymen before invoking of this restriction.

6. Sub-Foreman Communications Technician

A journeyman communication technician having charge of not more than four other tradesmen, whether journeymen, groundmen or apprentices, or not more than twelve labourers.

He shall use tools at his discretion and shall be responsible for the safe, efficient and expeditious execution of work by the men under this jurisdiction.

7. Journeyman Communications Technician

Inside and outside wiremen, cablemen and underground men who have been admitted to the status of journeymen.

He shall install, maintain and repair all city-owned electrical equipment not covered by other journeymen such as traffic signals, radio telephone, installations and repairs, etc., and all signal services.

8. Groundman

An employee assisting journeymen in various classes of electrical work.

He shall do the work assigned him by a journeyman with who he has been assigned to work and shall include requisitioning, handling and transportation of materials. A groundman shall not be called upon to come into direct contact with conductors or equipment which are potentially alive.

JOURNEYMEN ELECTRICIANS

1. Journeyman

Inside and outside wiremen, cablemen and underground men who have been admitted to the status of journeymen.

He shall install, maintain and repair all city-owned electrical equipment not covered by linemen, such as ornamental street lighting, underground duct and cable structures, inside and outside wiring, transformer stations and outside sub-stations, traffic signals, motors and generators, installations and repairs, etc.

2. Apprentice

An employee who is serving for qualification as a journeyman who is not yet qualified as a journeyman electrician.

He shall assist journeymen in the trade to which he is assigned. He may use tools, and in the latter part of his third year, may perform journeyman's work under the direct supervision of a journeyman. He shall not be called to come in contact directly with live high voltage conductors or with equipment that is potentially alive until completion of the second year of his apprenticeship. In this connection high voltage shall mean an alternating current potential in excess of six hundred and fifty (650) volts to ground or a direct current potential exceeding three hundred (300) volts to ground. The ratio of apprentices shall not exceed one to four (1:4) journeymen in any one branch of the trade but sufficient time shall be allowed all employees classed as apprentices to become journeymen before invoking this restriction.

3. Street Light Repairman

An employee qualified and trained in the repair, service and maintenance of street lighting fixtures.

He shall be familiar with the operating characteristics of all types of street lighting lamps and luminaries and their maintenance, and servicing requirements. He shall maintain, service and repair street lighting luminaries and standards, replace defective and burnt-out lamps, clean glassware and reflectors, etc., as required by the superintendent or foreman in charge and perform all related duties such as street decorations, etc. He shall not be required to perform work normally done by wiremen or linemen.

SCHEDULE "C"

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 230

Safety Rules and Working Conditions

LINEMEN AND LINE CREW

- (a) All linemen must report for duty properly equipped, before being permitted to start work.
- (b) Linemen's personal equipment shall consist of knife, screwdriver, rule, pliers, connectors, spurs, and safety belt.
- (c) Employees shall travel from their regular headquarters to work and return, on the City's time.
- (d) Line and ladder truck drivers shall assist as groundmen when required except when winch is required to be in operation.
- (e) Work in pole yards and cutting of brush alongside of transmission lines shall be done under the supervision of a journeyman lineman.
- (f) A meal intermission which occurs during any overtime period will be paid by the City at the prevailing standard rate of wages.
- (g) All wires carrying voltages of six hundred and fifty (650) or over shall be classified as high voltage wires.
- (h) Where work is being done on live high voltage wires, two journeymen must be assigned to the job and they are not allowed to work on two different circuits at the same time.
- (i) In case of trouble on live high voltage circuits, or where work is hazardous, the circuit shall be shut down until repairs have been made, and clearance given to station operators by the lineman in charge.
- (j) When string wire alongside or above primaries, at least one journeyman shall attend the reels.
- (k) Where poles are set at less than the minimum required depth they shall be gained twelve feet (12') from the butt.
- (l) Tree trimming along transmission or primary distribution lines where there is a possibility of contact with the line, shall be done under the supervision of a journeyman lineman.
- (m) The City will furnish shields for the protection of men working on live wires carrying a voltage in excess of six hundred and fifty (650). There will be six pieces of line hose, three insulator hoods, and one rubber blanket on each line truck.
- (n) Linemen's rubber gloves shall be supplied to all linemen.
- (o) All rubber equipment shall be inspected by the lineman in charge every thirty (30) days.

- (p) There shall be an inspection of tools by the lineman in charge once a month.
- (q) If the work being performed required it, one Baker Board shall be carried on the line truck.

- (r) Properly constructed two-legged deadmen with teeth will be provided by the City.
- (s) Canvas bags shall be used at all times to send tools and small material up poles.
- (t) Bolt cutters to be used up poles carrying live wires shall have insulated handles.
- (u) The City shall see that there is a proper place to carry a first aid kit on each line truck and first aid kits are to be inspected at regular intervals.
- (v) Line crews shall receive one (1) hour off per week, or equivalent, for receiving instructions in linemen's first aid, if such instruction is available, for a period of six (6) months or until completion of the course.
- (w) Employees shall be permitted to remove tin signs and similar hazards from poles and fixtures on which they are required to work; and to leave climbing space on all poles; climbing space to mean, on all corners and junction poles, the pole pin position on both line and buck arms on the same side of the pole to be left clear.
- (x) Two journeymen shall be assigned at all times to set poles.
- (y) All trucks carrying men shall be so equipped as to afford safe and dry transportation and proper seating capacity. Where there is no separate riding compartment, a two (2) foot corridor shall be left clear in the bottom of the truck.

JOURNEYMEN AND GENERAL

- (a) All employees to be on call in cases of emergency.
- (b) Headquarters shall mean the place where the employee normally reports to begin his daily work.