

THIS AGREEMENT made the day of , 1995, effective the 1st day of February, 1995.

BETWEEN:

LOCAL 213 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, representing employees of West Kootenay Power Ltd., engaged in specified occupations in the generating and distribution system owned, operated or under construction by the Company,

(hereinafter called "the Brotherhood")

OF THE FIRST PART

AND:

WEST KOOTENAY POWER LTD.

(hereinafter called "the Company")

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

ARTICLE 1. DEFINITIONS

- 1.01 The word "employees" as used in this Agreement means all employees of the Company employed in and about power plants owned, operated or under construction by the Company, and the power lines connected thereto, and in those areas in British Columbia where the Company's power lines supply service, except persons excluded by the *Labour Relations Code* of British Columbia, office employees, persons employed in a confidential capacity, persons classified as foremen, persons employed in a supervisory capacity, cookhouse and bunkhouse employees, security guards, janitors and those referred to in marginal paragraph 12.07 of this Agreement.
- 1.02 "Headquarters" means the operating base of an employee where he is regularly employed by the Company.
- 1.03 Words in this Agreement which import the masculine gender shall include the feminine.

ARTICLE 2. RECOGNITION OF BROTHERHOOD

- 2.01 The Company recognizes the Brotherhood as the exclusive representative of the employees for the purpose of conducting collective bargaining in respect of rates of pay, wages, hours of work and other working conditions; and the Company shall continue so to recognize the Brotherhood as long as the Brotherhood retains its right to conduct collective bargaining for the employees under the law. The Brotherhood and individual members agree to cooperate

with the Company in increasing efficiency and giving satisfaction to the Company's customers.

ARTICLE 3. TERM OF AGREEMENT

- 3.01 This Agreement shall remain in effect from February 1, 1995 until and including the 31st day of January, 1996.

Thereafter this Agreement shall remain in full force and effect until such time as a new collective agreement is negotiated, the Brotherhood is legally locked out or the Company is legally struck.

- 3.02 Operation of subsections (2) and (3) of Section 50 of the Labour Relations Code shall not be applicable and is excluded from this agreement.

ARTICLE 4. RIGHTS RESERVED TO MANAGEMENT

- 4.01 The Brotherhood recognizes the undisputed right of the Company 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.
- 4.02 Nothing in this Agreement shall be interpreted as interfering in any way with the Company's right to extend, limit, curtail, or shut down its operations, or any part of its operations, when, in its sole discretion, the Company may consider it advisable to do so.
- 4.03 The Company shall always have the right to hire, to discipline, demote, and discharge employees for proper cause; and to retire an employee at age sixty-five (65). The selection of supervisors shall be entirely a matter for Company decision.

ARTICLE 5. NO DISCRIMINATION

- 5.01 The Company agrees that there shall be no discrimination against any employee by reason of his legitimate activities as an officer, representative or member of the Brotherhood and there shall be no intimidation or discrimination on the part of any officer, representative or member of the Brotherhood towards any employee of the Company by reason of his not being a member of the Brotherhood.

ARTICLE 6. STRIKES OR LOCK-OUTS

- 6.01 The Company shall not cause or direct any lock-out of employees during the life of this Agreement; and neither the Brotherhood, nor any representative of the Brotherhood, nor

any employee, shall in any way authorize, encourage or participate in any strike, walk-out, suspension of work or slow-down on the part of any employee or group of employees during the life of this Agreement.

ARTICLE 7. DEDUCTION OF BROTHERHOOD DUES

7.01 During the life of this Agreement, the Company shall deduct, as a condition of each employee's continued employment, Brotherhood dues as established by a vote of the membership, from the pay cheque normally issued for the second pay period ending in each calendar month, and remit the same to the Brotherhood prior to the tenth day of the following month. The Company will, at the time of making each such remittance, name the employee from whose pay such deduction has been made and the area in which said employee is employed.

7.02 In the case of an employee entering the employment of the Company subsequent to the effective date of this Agreement, the said deduction shall be made from the pay cheque normally issued for the second pay period ending in each calendar month.

ARTICLE 8. ACTIVITIES OF THE BROTHERHOOD ON COMPANY TIME

8.01 The officers, representatives and members of the Brotherhood shall not solicit membership in the Brotherhood, or collect dues for the Brotherhood, or engage in any activity for the Brotherhood on Company time or within the plants of the Company. The Business Agent of the Brotherhood may, however, providing he has first obtained the permission of the District Supervisor or Plant Superintendent concerned or his appointed deputy, have access to Company property. In requesting such permission for access, he will indicate the nature of his business and the individual he wishes to contact and will carry out his visit in an expeditious manner with a minimum of interference to the Company's operations.

ARTICLE 9. JOB DESCRIPTION COMMITTEE

9.01 A Committee composed of two members appointed by the Brotherhood and two members appointed by the Company shall be established. If, after the effective date of this Agreement, the duties or responsibilities associated with a job are substantially changed or if a new job is created such job will be reviewed by this committee who will

alter the existing job description accordingly or compile a new job description. The committee may recommend rate classification changes to the Director of Human Resources. The Director will confer with appropriate operations staff prior to making a decision on the recommendations. Where required the Company will change the rate of pay of such changed job or will implement the appropriate rate to be effective as of the date of change.

- 9.02 If any new classifications are required, the Brotherhood and the Company shall reconvene and endeavour to come to an agreement on such classifications and rates. Failure to agree on this Article shall constitute a grievance.

ARTICLE 10. SAFETY

- 10.01 The Company agrees to distribute to each employee, from time to time, a copy of the laws and regulations of the Workers' Compensation Board having the force of law relating to accident prevention practice applicable to the operations of the Company.
- 10.02 Safety meetings will be held at each Company Headquarters involving employees at that headquarters on a monthly basis.
- 10.03 A Shop Steward of the Brotherhood may represent the Brotherhood regarding accidents occurring in his own area.
- 10.04 Copies of the booklets on the Company's safety rules and regulations will be made available to the Brotherhood and to all employees.
- 10.05 If a workman suffers a compensable accident, he shall be paid for the full shift during which the accident occurred.

ARTICLE 11. SENIORITY

- 11.01 For the purposes of this Article the "seniority" of an employee shall, subject to Marginal Paragraph 14.05, be established on the basis of the length of his service with the Company computed from the date on which he last entered the employ of the Company;

provided that the period spent by an employee "on loan" in the service of another employer shall be considered as service with the Company.

11.02 An employee shall not be deemed to have any seniority until he has been employed by the Company for six (6) months, and during which period he shall be on probation and the Company may terminate his employment for any reason save Brotherhood activity.

11.03 The Company shall keep a record showing the date upon which each employee's service commenced and terminated. Any employee may request information from the Company relative to his own seniority. On request, the President or Secretary of the Brotherhood will be supplied with information relative to the seniority of any employee or group of employees.

ARTICLE 12. VACANCIES AND PROMOTIONS

12.01 (a) Subject to the provisions of marginal paragraph 12.04, all vacancies which the Company decides to fill, including new positions, shall be bulletined on a Company-wide basis. If no applications have been received for a posted bulletin and if another vacancy occurs within four (4) months in the same classification and the same location, then the Company will not be required to bulletin that vacancy. The bulletin will set out details of the vacancy to be filled and the approximate date on which it is to be filled, provided that the foregoing shall not limit or affect the operation of any other provisions of this Article. Copies of letters accepting or rejecting bids will be supplied to the Brotherhood.

(b) Where, in the opinion of the Company, it is desirable to retain an apprentice upon completion of his apprenticeship, upgrade him to Journeyman and retain him in the District or operation where he completed his apprenticeship, such may be done free of the other provisions of this Article 12.01.

12.02 Subject to ability and efficiency, seniority shall be the governing factor in filling vacancies. Ability and efficiency shall be determined by the employee's general record with the Company.

- 12.03 An employee shall not be promoted until a vacancy occurs in a higher job classification, provided that if an employee is absent from his normal job because of sickness, accident, or a leave authorized by the Company, he shall, on his return, be reinstated in the job classification he would have held had he not been so absent.
- 12.04 The Company is not obligated to consider seniority in the case of non-permanent transfers, promotions or demotions not in excess of thirty (30) days, but such period of time may be extended by mutual agreement of the Company and the Brotherhood.
- 12.05 A person originally hired by the Company to exercise a special trade or skill or to participate in a special assignment of work may, notwithstanding anything in this Agreement to the contrary, be discharged when his employment at such special trade, skill or assignment comes to an end. If he is retained, his seniority will be considered as being effective from the date on which he last entered the employ of the Company. The Company shall notify the Brotherhood of the hiring of such persons and also of their termination.
- 12.06 An employee desiring a promotion or transfer shall make his desire known to the Company by completing an application in the form of a letter to his supervisor. The Company shall file such applications and give them full consideration whenever an opening occurs, provided that the Company shall not be obligated to consider such application after the expiration of one (1) year from the date of the application.
- 12.07 Notwithstanding anything contained in this Agreement, the Company shall have the right from time to time to select persons who are to be given special experience or training in preparing them or determining their capabilities for other or broader assignments with the Company, or for future service, other than with the Company, and to promote and demote such persons, engage, retain or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Agreement: PROVIDED, however, that no such person shall remain in any job for more than three (3) months unless a longer period is agreed to by the Brotherhood or be assigned to take over the job occupied at the time by an employee outranking such person for

promotion purposes, if such an assignment would result in the demotion of such employee.

ARTICLE 13. TRANSFERS

- 13.01 The Company shall have the right to transfer any employee covered by this Agreement. The transfer of employees will be discussed with the Brotherhood by the Company before the transfer is made. The Company shall also have the right to transfer any person in its employ who is not within the definition of "employee" in marginal paragraph 1.01 to a job classification within the definition, and to assign to him a job commensurate with his seniority, ability and efficiency; PROVIDED that if such person was at one time classified as an employee he shall be assigned to a job not less favourable than the one he would have held had he not been transferred from a job classification covered by this Agreement. In no case shall any such transfer result in the demotion or layoff of any employee at the time of such transfer.

ARTICLE 14. CREW REDUCTION

- 14.01 Subject to the competency requirements of the Company, a layoff involving termination of employment shall be carried out in the following order at the headquarters involved:
- (a) Those employees serving their probation period as defined in Marginal Paragraph 11.02 shall be released.
 - (b) Employees with seniority rights and in declared surplus classifications, shall then be released in the inverse order of their seniority within the declared surplus classifications.
- 14.02 Employees who are to be released under the provisions of Marginal Paragraph 14.01(b) may displace another employee as follows:
- (a) The employee to be released may first elect to displace the most junior employee in his classification on the Company rolls.

- (b) If there is no more junior employee in his classification, the employee to be released may then elect to displace the most junior employee in any equal or lower paid classification subject to the following:
 - (i) The employee being displaced must be less senior than the employee displacing him.
 - (ii) The employee displacing must have the prerequisite qualifications and/or experience to perform the job of the person displaced.

14.03 The provisions of 14.02(a) or 14.02(b) will apply to employees displaced by the provisions of Marginal Paragraph 14.02.

14.04 As far as practicable, the Company agrees to rehire employees who have been laid off in the inverse order of their termination, and not to hire new employees until those laid off have been recalled, except in the case of employees covered by Marginal Paragraph 12.05. Recall procedures are as follows:

- (a) Upon layoff, employees will be placed on a Company-wide Recall List, according to their seniority. It shall be the responsibility of the laid off employee to notify the Head Office of the Company at Trail of any changes in his postal address. Employees being recalled shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report for work, the headquarters and the available position. Recalled employees will be given forty-eight (48) hours to notify the Company of their acceptance or rejection of the position offered. A recalled employee will have a maximum period of ten (10) calendar days to report for work. Failure to report or rejection of the position offered will result in his name being removed from the Company-wide Recall List.
- (b) Removal from the Company-wide Recall List will not result in a laid off employee losing the right of re-employment. He will then be placed on a Headquarters Recall List, applying solely to his last headquarters prior to layoff, according to his seniority. Should a position occur at a given headquarters, the position shall be offered to the

most senior person on the Headquarters Recall List at the headquarters; subject only to his having the prerequisite qualifications and/or experience to perform the job.

Employees on a Headquarters Recall List will be contacted for positions at the headquarters concerned prior to other laid-off employees being recalled.

- (c) Refusal of a recall from a Headquarters Recall List will result in loss of right of re-employment.
- (d) In no case shall the Company be obligated to re-employ any former employee who has been laid off for a period longer than one (1) year.

14.05 An employee laid off in accordance with Marginal Paragraph 14.01, 14.02 or 14.03, or who leaves the Company's employ and is re-employed within three (3) months, will be reinstated; and for seniority purposes the date on which he entered the service of the Company will remain as before the layoff.

14.06 Where an employee has been reassigned to a lower job classification as a result of layoffs, and where subsequent layoff occurs at his headquarters, he shall be permitted to use his full seniority in his previous and higher job classification, according to Article 14.02(a) or (b) as applicable.

Where an employee has been assigned to a lower job classification as a result of layoffs, and where such reassignment does not exceed thirty (30) scheduled working days, the employee's wages shall retroactively be adjusted to the base rate for his original higher classification.

ARTICLE 15. TEMPORARY EMPLOYMENT

15.01 General

- (a) Except as modified in this Article, the provisions of the collective agreement apply to temporary employees.
- (b) The provisions of this Article shall not apply to employment of persons as set out in Article 12.05, 12.07, 21.01 and 21.02.

- (c) Temporary employees shall be considered as probationary employees, as defined in Article 11.02, regardless of the length of their temporary assignment.

15.02 Conditions of Hire

Temporary employees may be hired under the following conditions without bulletining the position:

- (a) For work of a temporary nature in connection with a specific assignment, for a period of up to six (6) months. It is not the Company's intention to use this clause to reduce the regular work force.
- (b) For employee replacement purposes, including vacation, sick leave, maternity leave or other leaves of absence, for a period of up to six (6) months.
- (c) The parties, by mutual agreement, may agree to periods in excess of that specified in (a) and (b) above. Agreement will not unreasonably be withheld.
- (d) Temporary employees shall not be hired where employees having re-hire rights, as set out in Article 14.04, are available and qualified to perform the temporary work assignment.

15.03 Conditions of Employment

Employees hired under this Article will be governed by the following conditions:

- (a) Temporary employees will not attain "seniority" as set out in Article 11.02 but, should the employee successfully bid to a regular position, after completing 6 months probation in the permanent position, his seniority will be considered as being effective from the date on which he last entered the employ of the Company.
- (b) Temporary employees will receive the same vacation, health and welfare benefits as they would had they been regular employees.

- (c) Once it has been determined that no employee who has seniority as set out in Article 11.02 is interested in or qualified for a posted position, temporary employees who applied may be considered. Temporary employees who have exceeded 9 months employment will have preferential bid rights over other temporary and outside applicants. The Company reserves the right to retain temporary employees for the duration of their current assignments prior to allowing a transfer through job posting. Both parties agree to the principle of credited retroactive pension service purchase on a joint contribution basis and will seek reasonable time parameters from the Joint Pension Committee.
- (d) Temporary employees will not be given special employment consideration over summer students.
- (e) Temporary employees will not have bumping rights.
- (f) The Company undertakes to keep the number of temporary employees at any given headquarters to a minimum.

15.04 The Company shall advise the Brotherhood, on an ongoing basis, of temporary work requirements, temporary employees hired, cessation of temporary work assignment.

ARTICLE 16. HOURS OF WORK

16.01 The hours and days of work for all employees shall be either:

- (a) Day Shift: Monday through Friday from 7:00 a.m. to 3:00 p.m. with a one-half (1/2) hour unpaid lunch break.
- (b) Afternoon Shift: Monday through Friday from 3:00 p.m. to 11:00 p.m. with a one-half (1/2) hour unpaid lunch break.

- (c) Night Shift: Monday through Friday from 11:00 p.m. to 7:00 a.m. with a one-half (1/2) hour unpaid lunch break, or
- (d) Continuous Operations with shift commencement times as defined above. Employees shall work eight (8) hours and shall bank one-half(1/2) hour per shift to be taken as unpaid time off so as to average thirty-seven and one-half (37 1/2) hours of work per week over a twelve (12) week cycle. The System Control Centre continuous operations work schedule is attached in Appendix B - Letters of Understanding.

The determination of shift assignments shall be proposed by the employees affected and approved by their supervisor, or

- (e) Modified Shifts: It is recognized that certain crews or employees work or may be required to work hours not set out above. The below listed Modified Shifts have been agreed to by the parties:

- (i) Fleet Operations Centres:

- Day Shift: Monday through Friday from either 7:00 a.m. to 3:00 p.m., 9:00 a.m. to 5:00 p.m. or 10:00 a.m. to 6:00 p.m.: each with a one-half (1/2) hour unpaid lunch break.

Employees assigned to Fleet Operations Centres rotate through 2 or more of the above shifts according to a pre-arranged schedule.

- (ii) Customer Service Employees:

- Day Shift: Monday through Friday from either 7:00 a.m. to 3:00 p.m. or from 8:00 a.m. to 4:00 p.m.: in either case with a one-half (1/2) hour unpaid lunch break.

Changes from one to the other of the above hours of work shall be made in accordance with 16.03.

- (iii) During the months of December and January, Construction, Operations and Maintenance crews may be assigned to Day Shift: Monday to Friday from 8:00 a.m. to 4:00 p.m.

Changes to and from this modified shift shall be made in accordance with 16.03.

- (f) Other modified shifts may be implemented from time to time by agreement between the parties in writing.

16.02 The Company shall post at a suitable place in each headquarters the hours and days of work for each group of employees reporting to that headquarters. A work schedule of assigned work days and rest days shall be provided to those employees involved in continuous operations.

16.03 (a) A change in the starting time of an Afternoon or Night shift, exclusive of continuous operations, and to a maximum of two (2) hours preceding the start times identified in 16.01 (b) and (c) shall not attract an overtime premium but shall attract shift premium for the entire shift, subject always to (b) and (c) below.

(b) Where a change in hours and days of work is for three (3) working days or more and the employee has been given forty-eight (48) hours notice in writing no overtime premium shall apply.

(c) Where such change is for less than three (3) working days or where forty-eight (48) hours notice in writing was not provided, such employee will receive overtime pay for all hours worked within the forty-eight (48) hour period immediately following the time at which the employee received notice of the change.

(d) Employees involved in continuous operations may exchange work shifts, it being understood that no overtime payment is involved and that such exchange was not directed by the Company.

- 16.04 Work Day - The normal work day is any day an employee is normally at work according to his assigned schedule commencing at the time he is scheduled to commence work and ending twenty-four (24) hours later.
- 16.05 Work Schedule - A work schedule is defined as an employee's complete period of work and rest days commencing with the first scheduled work day and concluding at the termination of the first-occurring rest day or days.
- 16.06 Change in Starting Time of a Shift - The starting time of a shift as posted may be changed by the Company. Where this occurs the Company shall endeavour to give forty-eight (48) hours posted notice. Where the period of change is three (3) working days or more and said forty-eight (48) hours notice has been given, the schedule shall come into effect without overtime rates. If said forty-eight (48) hours notice has not been given, overtime rates will be paid during the first forty-eight (48) hours of the new shift for the hours worked which were not included in the work hours of the previous schedule. On completion of a temporary job for which the starting time has been changed, the starting time of the previous shift shall be resumed.
- 16.07 Where the period of change is for a period of less than three (3) days, overtime rates shall be paid for the hours of the new shift worked which were not included in the work hours of the previous schedule whether or not forty-eight (48) hours notice of change of starting time has been given.
- 16.08 Change in Work Schedule - When the Company changes an employee's work schedule and if the employee is required to work on the rest days of the work schedule which he had commenced and from which he was changed, he shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of the work period from which he was changed.
- 16.09 Change in Work Shift - When the Company changes an employee's work shift with the result that the employee has a short change which is not a normal part of his work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift unless forty-eight (48) hours

notice of such change is given. Overtime in such cases shall be paid only on the single shift actually constituting the short change and shall not be paid for subsequent shifts. Short changes which result from accommodation of employee requests, such as changes in hours of work, exchanges of work shifts or work days, vacations and approved leaves of absence, shall not be paid at overtime rates. Work performed by an employee at overtime rate on his scheduled rest day, or overtime work, or work on a callout, do not constitute a change in work shift and do not affect the rate of pay for the employee's succeeding regular shift.

ARTICLE 17. PROCEDURE FOR SETTling DISPUTES

17.01 Should a dispute arise between the Company and any employee or employees regarding the interpretation or a violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Stage 1.

The employee or employees concerned, in person, with or without his or their shop steward in attendance, shall first seek to settle the dispute with his or their immediate supervisor.

Stage 2.

Failing a satisfactory settlement within four (4) days after the dispute was submitted under Stage 1, the employee or employees concerned, in person, with or without a shop steward in attendance, may submit the dispute, which shall be stated in writing, to the Function Superintendent, or to a representative appointed by him, who may appoint others to assist in the investigation of the dispute. The Company reply at Stage 2 shall be in writing.

Stage 3.

Failing a satisfactory settlement within five (5) days after the dispute was submitted under Stage 2, the Brotherhood may submit the dispute, which shall be stated in writing, to the management of the Company, or the accredited representative or representatives of management, who may at their discretion require the employee or employees concerned, and members of supervisory staff concerned in or having knowledge of the

dispute to appear before them and give evidence regarding the dispute. The Company reply at Stage 3 shall be in writing.

Stage 4.

Failing a satisfactory settlement within ten (10) days after the dispute is referred to management under Stage 3, the Brotherhood may, on giving to the Company fourteen (14) days' notice in writing of their intention, refer the dispute to a Board of Arbitration. The Board shall consist of three (3) members: one to be selected by the Company, one by the Brotherhood and a third mutually acceptable person, who shall act as chairman, to be chosen by the two persons thus selected. Such third member shall be chosen having regard to his impartiality, his qualifications in the interpretation of agreements and his familiarity with industrial matters. In the event the Brotherhood and the Company are unable to agree upon the selection of a third member of the Board, the Minister of Labour of British Columbia shall be requested to appoint such third member.

The decision of the Board of Arbitration, or a majority thereof, in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case, provided that the parties shall bear in equal shares the expense of the third member of the Board.

At any time, by the mutual consent of the Brotherhood and the Company, a single arbitrator may be appointed in lieu of a Board of Arbitration. The selection of such single arbitrator shall be made by the parties to this Agreement. Should the parties be unable to agree on a single arbitrator, the Minister of Labour of British Columbia shall be requested to appoint a single arbitrator. The parties shall bear in equal shares the expenses of such arbitrator.

17.02 If a dispute:

- (i) is not submitted under Stage 1 within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, or
- (ii) is not referred under Stage 2 to the Function Superintendent or his representative within sixteen (16) days after a decision was made or should have been made in Stage 1, or
- (iii) is not referred under Stage 3 to Management within sixteen (16) days after a decision was made or should have been made in Stage 2, or
- (iv) is not referred to a Board of Arbitration under Stage 4 within thirty (30) calendar days after a decision was made or should have been made in Stage 3, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end. Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under (ii) or (iii) aforesaid but shall be included in determining the calendar day periods under (i) and (iv) aforesaid.

17.03 From the date of notification to the Company of its intention to refer the dispute to arbitration, the Brotherhood shall have thirty (30) calendar days within which to notify the Company of the appointment of the Brotherhood's Arbitration Board member and alternate; if the Brotherhood fails to do so within this time limit, then the grievance shall be deemed to have been abandoned.

17.04 After being notified by the Brotherhood of the appointment of its Arbitration Board member and alternate the Company shall have thirty (30) calendar days within which to notify the Brotherhood of the appointment of the Company's Arbitration Board member and alternate; if the Company fails to do so within this time limit then the grievance shall be deemed to have been conceded by the Company.

17.05 The procedure for settling disputes set out in this Article shall be strictly adhered to, but the Brotherhood shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Stage 3 where:

- (i) There is no aggrieved employee or employees possible of identification at the time the dispute arose; or
- (ii) The grievance involves Company policy in which case the grievor or grievors possible of identification shall be named on the face of the grievance form.

- 17.06 The Company shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Brotherhood. Failing a satisfactory settlement within fourteen (14) days of such submission in writing, the Company shall have the right to refer the dispute to a Board of Arbitration constituted in accordance with this Article.
- 17.07 Nothing in this Article shall be interpreted as preventing an employee from presenting his own case in turn to his immediate supervisor, Plant or Division Superintendent and the Management of the Company.
- 17.08 In the meantime, and in all cases while disputes are being investigated and settled, the employee or employees and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where an employee or employees has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled. If a claim be made within five (5) days exclusive of Saturdays, Sundays and Statutory Holidays that an employee or employees has or have been unjustly suspended or discharged, the case shall be dealt with according to this Article and if it is proven that he or they have been unjustly dealt with, he or they shall be reinstated. If a claim is made for compensation for time lost in cases wherein reinstatement has followed, it shall be left with the Executive Board of the Brotherhood and Management to decide what amount, if any, is to be paid, and failing agreement, with the same Board of Arbitration that dealt with the claim, which shall be reconvened for the purpose of fixing such compensation.
- 17.09 In a grievance involving a discharge, the grievance must be presented directly at Stage 3 of the grievance procedure.

- 17.10 Any time limits provided for in this Article may be varied by the mutual consent of the Company and the Brotherhood and confirmed in writing.

ARTICLE 18. TRANSPORTATION PROVISIONS

- 18.01 The Company will provide transportation for employees on standby as follows: Where in the opinion of the Company an employee is required to use a Company vehicle when called out he shall, where reasonably practical, be permitted to take a Company vehicle to his place of residence for his use in the event of a callout. Where it is not reasonably practical to provide an employee on standby with a Company vehicle, he shall be provided with alternative means of transportation as approved by the Company. If an employee declines to use the transportation provided by the Company and elects to use his personal vehicle for a callout, he shall be compensated for the use of his personal vehicle in accordance with the Company's regulations.

- 18.02 (a) In the event of a temporary transfer of an employee, transportation will be supplied by the Company. If an employee requests to use his personal vehicle for transportation and such request is approved by his supervisor, he will be reimbursed at 32 cents per kilometre for the initial trip and the trip home at the conclusion of the temporary assignment. Such approval shall not unreasonably be withheld. It is understood, however, that, when it is necessary to move Company vehicles, employees may be required to transport Company vehicles rather than utilizing personal vehicles.
- (b) Where an employee travels on a day of rest to his temporary headquarters at the request of the Company, pay will be in accordance with Article 28.02 if scheduled work is being performed and in accordance with Article 23.01 if transportation of the employee and his personal tools only is involved.

Scheduled work is performed by the driver if:

- (i) The Company requires the vehicle to be delivered to the destination.
- (ii) The Company requires tools (other than the employee's personal tools), equipment and material to be delivered to the destination.

Travel only is involved if:

- (i) The Company provides the vehicle (rented or Company-owned) for the convenience of the employee, for the transportation of himself and/or others and their personal tools to the destination.

18.03 When the services of an employee are dispensed with because of completion of work, transportation to his regularly established headquarters shall be furnished and paid for by the Company.

18.04 Employees resigning or dismissed while in the field shall be paid in full for all time worked by them and transportation to current headquarters shall be furnished or paid for by the Company.

18.05 Employees shall travel to and from headquarters and their working places on the Company's time.

ARTICLE 19. RELOCATION PROVISIONS

19.01 **Permanent Transfers**

(a) When at the request of the Company it is necessary for an employee to permanently change his regularly established headquarters the Company will undertake to move or to have moved at the Company's expense such employee's reasonable personal household effects. The Company's obligation in this respect is limited to 12,000 pounds.

(b) The Company will pay fifty percent (50%) of authorized moving expenses as set out in (a) above for an employee who has more than five (5) years continuous service with the Company from the date of last hire and who is transferred following successful application for a vacancy under marginal paragraph 12.01.

This provision will not apply to situations where employees are displaced under marginal paragraph 14.02.

19.02 **Temporary Transfers**

- (a) Where the transfer is temporary the Company shall provide or allow reasonable expenses for board and lodging, including miscellaneous expense allowance of ten dollars (\$10.00) per night until such employee returns to his former headquarters.
- (b) The employee may elect, instead of the provisions of 19.02(a) above, a flat rate of sixty dollars (\$60.00) per day for the period of temporary transfer.
- (c) If an employee decides to return home on a statutory holiday or weekend during his temporary transfer and had elected the provisions of 19.02(a) above, the Company will pay the living out allowance of sixty dollars (\$60.00) per day in lieu of the provisions of 19.02(a). In no instance will the Company pay room and board where an employee is absent from his temporary headquarters.
- (d) Where an employee, while on a period of temporary transfer but prior to the end of such temporary transfer, requests time off for vacation or other paid or unpaid absence (sickness excepted) payment of expenses or living-out allowance shall be suspended for that period of time between the last shift worked and the first shift back.
- (e) At the employee's option and for a minimum of 7 calendar days or for the duration of headquarters change, the employee may elect a per diem of \$45 per day plus accommodation. This per diem is in lieu of (a) above.
- (f) Employees who are temporarily transferred closer to their homes will be reimbursed the mileage rate stated in Article 18.02(a) rather than LOA or per diem stated above.

ARTICLE 20. WORK DONE BY CONTRACTORS

- 20.01 If it becomes necessary to consider contracting out work, the Company will make every reasonable effort to advise the Union of the particulars at the earliest possible time. The

Union is invited to provide input to the Company at any stage of the contracting out process.

- 20.02 If the Company decides to contract out traditional/core work, this work shall be performed on a "closed shop" basis utilizing unionized contractors whose unions are recognized by the British Columbia Federation of Labour unless mutual agreement is reached to do otherwise.

In rural or thinly populated districts outside of cities, the Company may permit its customers, or their servants or agents, to build extensions that are to be connected to the Company's lines, provided that such extensions are built in accordance with the Company's specifications, for the purpose of securing light and power for themselves, without regard for this Article. However, in any such case, the Company shall inspect the branch line before it is energized.

- 20.03 The Company agrees that it will not contract out any work at any of its operations if, as a direct result, an employee will be demoted or laid off.

ARTICLE 21. STUDENTS

- 21.01 Students employed during the regular holiday period of the educational institution to which they have been admitted or are attending shall be deemed to be temporary employees but the duration of this temporary employment shall not exceed four (4) months. During this period students may be assigned, transferred, demoted or laid off as the Company requirements dictate and in the case of a general reduction in crew, students shall be laid off before regular employees. During this period students will not qualify for Sickness and Accident Protection or Long Term Disability.
- 21.02 In the event a student's employment on the student roll is terminated, but he is rehired by the Company with no break in service, then the time spent on the student roll from the last date of hire shall be considered as continuous service with the Company with respect to the probationary period. In all other respects, service on the student roll shall be the same as service by other employees.

ARTICLE 22. REPORTING PAY

- 22.01 Where an employee reports for work on his regular shift, unless otherwise directed, and is sent home because of the fact that no work of any kind is available, he shall receive a minimum of three (3) hours' pay at the prevailing base rate.

ARTICLE 23. TRAVEL TIME PAY

- 23.01 If, while travelling at the request of the Company, an employee is thereby deprived of a day's pay or any part thereof, he shall be compensated for the time lost up to a maximum of seven and one-half (7 1/2) hours at straight time: PROVIDED that if he travels on a day of rest assigned to him, he shall be compensated for the time so travelled, up to a maximum of seven and one-half (7 1/2) hours, at an overtime rate of two (2) times the base rate. Employees who travel on their day of rest for employee discretionary training will not be eligible for travel time pay.

ARTICLE 24. LEAVES OF ABSENCE

- 24.01 (a) Bereavement Leave - On application by a regular full-time employee, Bereavement Leave with pay shall be granted in the event of death in the employee's immediate family. The maximum period of such leave shall be three (3) working days, terminating with the day of the funeral. "Employee's immediate family" shall mean the husband, wife, daughters, sons, brother, sister, mother, father of an employee. Also, Bereavement Leave for one (1) day shall be granted where an employee attends the funeral of the mother-in-law, father-in-law, brother-in-law, sister-in-law of the employee where the funeral occurs on an employee's regular work day. While on such leave an employee will receive seven and one-half (7 1/2) or eight (8) hours' pay, as appropriate, for each regularly scheduled working day occurring during the period of such leave on the basis of his regular base rate for each day. Paid leave under the terms of this Article will not disqualify an employee for Statutory Holidays. Additional compassionate bereavement leave may be granted at the discretion of the Company by application to the Human Resources Department.

24.01 (b) One (1) day without pay shall be granted to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor.

24.02 Jury Duty - A regular full-time employee who is required to report for jury duty on a work day on which he would normally have worked, will be reimbursed by the Company for the difference between his regular straight time hourly rate of pay and the jury duty pay received for that day. Reimbursement shall not be for hours in excess of seven and one-half (7 1/2) or eight (8) hours per day, or thirty-seven and one-half (37 1/2) or forty (40) hours per week, as appropriate. The employee will be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made.

Time paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and statutory holidays.

24.03 Leave of Absence

(a) Subject to Company approval, employees may be granted leave of absence without pay. Reasons for such leaves of absence include, but are not limited to, election or appointment to union office, election to the House of Commons or the Legislative Assembly of British Columbia or to attend an educational institution. Employees may continue to participate in the Company's welfare and pension plans provided that the full cost of such plans are borne by the employee.

(b) For the purposes of leave granted under 24.03 (a) the Company shall be permitted to engage temporary replacement employees for the duration of said leave.

ARTICLE 25. TECHNOLOGICAL CHANGE

25.01 Technological Change - In the event that technological, mechanization or automation changes are instituted at any time in the Company's operations which result in the demotion of any employee, the rate of pay of such employee shall not be reduced by more than one (1) wage grade if he has at least five (5) years of continuous service with

the Company from the date of last hire at the time the demotion takes place. It is agreed that this shall not apply in the case of demotions for other reasons including reductions of crews for reasons other than technological, mechanization or automation changes.

ARTICLE 26. WAGES

26.01 The Company shall pay basic wage rates (hereinafter called "base rates") to employees in accordance with Schedule "A" which is attached hereto and forms part of this Agreement.

26.02 Employees shall be paid bi-weekly by cheque every second Friday for all wages due up to and including Thursday of the preceding week. If the regular pay day falls on a holiday, employees shall be paid, if practicable, on the preceding work day.

ARTICLE 27. PREMIUMS

27.01 A Lead Hand is an employee who shall be designated as the person responsible for lockout/switching procedures and on the job planning, scheduling and supervision of men and equipment, as well as the verification of locates with other utilities and customers.

It shall be the duty of a Lead Hand to supervise the work of the men under his direction in such a manner that work may be carried out safely, efficiently and expeditiously. A Lead Hand will be designated to supervise a crew consisting of not more than four other tradesmen or not more than six labourers. Selection of an individual to be designated as Lead Hand will be a matter of company discretion and shall not be subject to job posting procedures.

The Lead Hand will attract a premium of 9% over his regular hourly rate.

27.02 In addition to the responsibilities as designated in the Lead Hand classification, the Charge Hand will assume primary responsibility for specific projects. The incumbent will undertake administration, supervision, organization and planning duties and is

expected to assist Management staff in employee recruitment, evaluation and counselling.

A Charge Hand will be designated to supervise a crew which consists of more than four tradesmen or more than six labourers. Selection of an individual to be designated as a Charge Hand will be a matter of company discretion and shall not be subject to job posting procedures.

The Charge Hand will attract a premium of 13% over his regular hourly rate.

Nothing contained in marginal paragraph 27.01 or 27.02 shall preclude the company from designating an employee as a Lead Hand/Charge Hand where, in the company's opinion, circumstances so warrant.

27.03 The Company recognizes the following levels of First Aid Certification and will pay a corresponding premium rate for holders of Designated First Aid, Relief First Aid and Non-Designated First Aid positions.

	<u>Designated</u>	<u>Relief</u>	<u>Non-Designated</u>
Level 3	\$200/mo.	\$100/mo.	\$100/mo.
Level 2	\$125/mo.	\$ 75/mo.	\$ 75/mo.

Designated and Relief First Aid Attendants will be granted a paid leave of absence for this training as well as full course costs including examination fees for both the initial certification and subsequent renewals.

Non-designated First Aid Attendants will be reimbursed full course costs including examination fees for the initial certification and subsequent renewals.

27.04 Pay for Work at Higher Classification - An employee required by the Company to perform work in a job classification higher than his normal classification for four (4) hours or less during a shift shall be paid at the higher classification rate for the time

worked, and if for more than four (4) hours during a shift shall be paid at the rate of the higher classification for the whole shift.

27.05 Shiftworker Premiums -

(a) Shift employees on afternoon and night shift shall be paid a premium rate of one dollar (\$1.00) and one dollar and fifty cents (\$1.50) per hour, respectively, for time worked.

27.06 Standby Premiums - An employee who is required by the Company to be on standby at a time or times other than his regular working hours shall be paid:

- (a) A sum equivalent to one (1) hour's pay at his base rate according to his classification for each such day on standby on which he actually works a seven and one-half (7 1/2) hour shift,
- (b) Effective February 1, 1994 a sum equivalent to four (4) hours pay at his base rate shall be paid to employees on standby on a regular scheduled day of rest or on one of the eleven (11) statutory holidays covered by the Agreement.
- (c) A lineman shall have the authority, after being called out, to require another employee to assist him.
- (d) The duration of callout time for which the employee is paid will be deemed to commence at the time the employee leaves for the job site in the vehicle provided or stipulated for such purpose and will terminate when the employee declares the job completed.

27.07 High Elevation Premium - While working at an elevation of eighty-five (85) feet or more above the ground on transmission lines, an employee shall be paid a premium equal to his hourly rate at straight time. The lines terminate at the dead-end on the switching (or transformer) station. This includes a jumper end of the conductor which normally is attached to the line disconnects.

27.08 Helicopter Premium - Employees who are actually engaged in working in or working in direct conjunction with helicopters shall be paid a premium of twenty-five percent (25%) of their normal base rates per hour as set out in the Agreement.

ARTICLE 28. OVERTIME RATES

28.01 Subject to the proviso set out in marginal paragraph 28.05:

28.02 Scheduled work performed by an employee on his assigned day or days off duty shall be paid for at double the base rate.

28.03 (a) Work performed by an employee on an emergency callout shall be paid for at double the base rate.

(b) An employee called out to work at a time other than the beginning of his regular shift shall receive a minimum pay of four (4) hours at the prevailing base rate. However, if the employee is called out more than once in a work day or day of rest he shall not be paid more than he would have received at overtime rates had he worked from the commencement of the first callout to the termination of the final callout, within a work day or rest day.

28.04 Work performed by an employee on his regular working day in excess of seven and one-half (7 1/2) hours, where such work is performed as a continuation of his normal shift, shall be paid for at double the base rate.

28.05 Overtime Meals

(a) Continuation of a Regular Shift

(i) As a continuation of a regular shift, the Company will provide a meal, if practical, upon the first two hours of overtime and every four hours thereafter, where such overtime is a continuation of the employee's regular shift.

- (ii) Overtime pay shall continue through the period of time over which the meal is taken, to a maximum of one-half hour. Where it is not practical to provide a meal, or where the employee elects not to have a meal, he shall instead receive 3/4 of one hour's pay at the prevailing overtime rate.

(b) Scheduled overtime

- (i) In the event of work scheduled during a normal rest day or for a change of shift, where the schedule commences and ends within the normal hours of work, the employee will provide his own meal for the first meal break which is to be taken on his own time. If the work continues beyond a 7-1/2 hour period, the provision of (a) above will apply.
- (ii) In the event of scheduled overtime during a normal rest day where the schedule is for less than 7-1/2 hours, and where the employee states that he has missed a normal meal, the Company will, if practical, provide him with a meal, such meal to be eaten on the employee's own time.

(c) General Callout

- (i) When an employee is called out to work and works through his normal meal time, or any portion thereof, the Company will provide him with a meal to be eaten on his own time and reimburse the employee on submission of a valid meal receipt.
- (ii) Where an employee is called out to work and works for more than four hours, he shall be provided with a meal, if practical, and shall continue on overtime pay for the duration of the meal time to a maximum of one-half hour. Should it not be practical to provide a meal or should the employee elect not to have a meal, he shall instead receive 3/4 of one hour's pay at the prevailing overtime rate. Each subsequent 4-hour period will be handled in the same manner.

- (d) Special conditions for those on living-out allowance or full room and board at a temporary headquarters
 - (i) Since the Company is already providing a meal (actual expenses) or pay in lieu (living-out allowance), these employees will not have the standard option regarding the first overtime meal.
 - (ii) Employees on actual expenses will either take the overtime meal and up to 1/2 hour to eat or wait until they return to their lodgings, eat their normal meal and claim the 1/2 hour at overtime rates.
 - (iii) Those on living-out allowances will claim the 1/2 hour eating time but will not charge the Company for the meal as the meal that they missed has already been paid for through the living-out allowance.
 - (iv) Subsequent overtime meal breaks in the same work day will be handled in the normal manner.

28.06 Call-out Rest Period

- (a) Where an employee commences overtime work earlier than four (4) hours prior to his regular working day or shift, he shall not return to, nor continue into, his working day, or shift unless otherwise requested until he has had eight (8) hours time off which shall be calculated from the time his overtime work finished.
- (b) He shall be paid for his regular working day or shift at straight-time until the eight (8) hours rest time expires at which time he must return to work to qualify for the remainder of his working day or shift at straight-time rates.
- (c) Notwithstanding the above, if the eight (8) hour rest period expires four (4) hours or later after the normal starting of the shift, an employee will not be required to return to work but may utilize any paid or unpaid absence for the remainder of the shift.
- (d) Where an employee is requested to return to work before he has completed his eight (8) hour rest period, he shall continue to be compensated at the overtime rate for all time worked, plus straight-time for the difference between the portion of the rest period taken and eight (8) hours.

- (e) Where an employee is requested to continue to work into his working day or shift without rest time he shall continue to be compensated at the overtime rate for all time worked, plus straight-time for his regular day or shift.
- (f) Where an employee returns to work on a regular day or works into a regular day without completing rest time, and without his supervisor's authorization to do so, the overtime provision of this article shall not apply.

28.07 Call-out Prior to Commencement of a Regular Shift

Where an employee is called out less than four (4) hours prior to the start of his/her regular shift and where the call-out work is completed prior to or extends into his/her regular shift, the employee shall be entitled to one hour off with pay at straight time to prepare for his/her regular shift. If the employee requests a meal under this provision the Company will provide a meal.

ARTICLE 29. BANKED TIME

29.01 Standby Premium - If an employee so chooses, he may elect, as an option to being paid at the time he is on standby, to take equivalent time off at his regular base rate at a future date which is mutually acceptable to the employee and the Company. In the event the time off cannot by mutual agreement be conveniently scheduled before March 31st in the following year, the wages withheld will be paid to the employee on the last full pay period in March.

29.02 Overtime Premium - Effective July 1, 1995 employees may elect to receive the premium portion of overtime pay by designating such on their daily time sheets. Otherwise the Company shall withhold from the proceeds of an employee's pay the overtime premium portion of his wages. At a time mutually convenient to the employee and the Company, the employee shall receive [a] one (1) hour off with pay for each two (2) hours that an employee has worked at time and a half, or [b] one (1) hour off with pay for each hour that the employee has worked at double time. In the event the time off cannot by mutual agreement be conveniently scheduled before March 31st in the following year, the wages withheld will be paid to the employee in the last pay period in March. Such payment shall be by separate cheque.

Effective July 1, 1995 employees will be allowed the further option of requesting a lump sum payment of all monies in the account at any time prior to March 31 of the following year. In the event of termination of employment before the time off is scheduled, any wages withheld will be paid to the employee. In no event shall an employee be entitled to greater payment than has been withheld by the Company.

Effective July 1, 1995 employees will be allowed the option of banking the premium portion in hours ((a) and (b) above) or all overtime hours to be applied to deferred overtime account with a lifetime cap of 3,000 hours. Employees shall receive time off with pay for each hour banked in the deferred overtime account. Time off under this account may only be utilized immediately prior to going on pension rolls. Employees who sever for any reason prior to pension status will receive a cash payout of the equivalent hours in the fund

30.01 ARTICLE 30. STATUTORY HOLIDAYS

(a) The following Statutory Holidays shall be recognized by the parties:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
British Columbia Day (1st Monday in August)	Boxing Day

When any day is proclaimed as a holiday under the law of British Columbia in lieu of such holiday, then that day only shall be considered as the holiday.

(b) All work performed by employees on shiftwork schedules on the holidays set out in (a) above shall be compensated for at the base rate plus shift premium, if applicable, and in addition, for each seven and one-half (7 1/2) hour shift worked, such employees shall be provided with a day off and shall receive seven and one-half (7 1/2) hours pay on the basis of his regular base rate (exclusive of shift differentials, overtime, bonuses, holiday or other premiums) for such day.

- (c) Day worker employees scheduled to work on any of the holidays set out in (a) above shall be compensated for at one and one-half (1 1/2) times the base rate and in addition for each seven and one-half (7 1/2) hour shift worked, such employees shall be provided with a day off and shall receive seven and one-half (7 1/2) hours pay on the basis of his regular base rate (exclusive of shift differentials, overtime, bonuses, holiday or other premiums) for such day.

30.02 Where the holiday falls on an employee's work day but where the Company does not require the employee to work that day, such employee shall receive pay subject to the following terms and conditions:

- (a) To qualify for pay on a holiday the employee shall work his last scheduled shift before the holiday and his first scheduled shift after the holiday but absence due to illness or injury shall not disqualify an employee for pay for a Statutory Holiday provided that such employee has worked at least one (1) shift in the pay period in which the Statutory Holiday falls, and provided further that such employee shall upon request of the Company, furnish evidence satisfactory to the Company that illness or injury prevented him from working the days on which he was absent from work.
- (b) An employee who qualifies for pay for a 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 his regular base rate (exclusive of shift differentials, overtime, bonuses, holiday or other premiums) for the shift worked by him immediately prior to such holiday. An employee so qualifying shall not be entitled to such pay if he does not work on a holiday after being required by the Company to do so.

30.03 Where the holiday falls on an employee's scheduled day of rest, such employee shall receive no payment for the said holiday, but in its stead shall be provided with another day off in lieu thereof, subject to meeting the terms and conditions of marginal paragraph 30.02(a) and 30.02(b) above as they apply to the said holiday, and the pay for such day off in lieu shall be as in marginal paragraph 30.02(b).

- 30.04 When any such holiday falls during an employee's vacation with pay taken under Article 31, and he would have become entitled to pay for such holiday not worked had he not been on vacation, he shall be paid for such holiday.
- 30.05 A day off as provided in marginal paragraph 30.01 or a day off in lieu thereof as provided in marginal paragraph 30.03 shall be at a time mutually agreeable to the employee and the Company. In the event that no mutually agreeable day off can be arrived at by the end of a calendar year, the employee shall receive payment therefor during the last pay period in the calendar year.
- 30.06 (a) Each employee shall be entitled to two Floating Statutory Holidays during each calendar year that he is in the Company's employ, which shall be taken at a time that is suitable to both the Company and the employee. To qualify for Floating Statutory Holidays an employee must have completed one hundred twenty (120) days of continuous service with the Company. In the event that a date for the Floating Statutory Holidays has not been mutually agreed to at least ninety (90) calendar days prior to the end of a calendar year, the Company shall set the day on which the Floating Statutory Holidays will be taken.
- 30.07 The provisions of marginal paragraph 30.02 through 30.04 shall apply to Floating Statutory Holidays.
- 30.08 In the event the Federal or Provincial Government proclaims a new Statutory Holiday the proclaimed day shall replace one of the Floating Statutory Holidays, herein provided, in the year following the year of proclamation. Thereafter such new Statutory Holiday shall be deemed to be included in the holidays enumerated in marginal paragraph 30.01 in place of a Floating Statutory Holiday.

ARTICLE 31. VACATIONS WITH PAY

- 31.01 An employee with less than one (1) year of service prior to the 1st day of January in any year shall be entitled to a vacation with pay of a portion of two (2) weeks proportionate to his length of service in the year in which he commenced employment. Vacation pay

will be four percent (4%) of the employee's total wages for the part year up to the said 1st day of January.

- 31.02 An employee with one (1) or more and less than seven (7) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation of three (3) weeks with pay, if taken before the succeeding 1st day of January.
- 31.03 Employees with seven (7) or more and less than eighteen (18) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of four (4) weeks, if taken before the succeeding 1st day of January.
- 31.04 An employee with eighteen (18) or more and less than twenty-five (25) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of five (5) weeks, if taken before the succeeding 1st day of January.
- 31.05 An employee with twenty-five (25) or more and less than thirty (30) years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of six (6) weeks, if taken before the succeeding 1st day of January.
- 31.06 An employee with thirty (30) or more years of service with the Company prior to the 1st day of January in any year, shall be entitled to a vacation with pay of seven (7) weeks, if taken before the succeeding 1st day of January.
- 31.07 For the purpose of computing such vacation pay referred to in Marginal Paragraphs 31.02 through 31.05, the word "week" shall be considered as being constituted of thirty-seven and one-half (37 1/2) hours. The word 'pay' where used in the phrase "three weeks' pay" in Marginal Paragraph 31.02 and in Marginal Paragraphs 31.03, 31.04, 31.05 and 31.06, shall mean the remuneration for three, four, five, six or seven weeks as the case may require, on the basis of the base rate at which the employee worked the majority of shifts during the calendar month immediately preceding the vacation.

31.08 For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the 1st day of January in any year, there shall be deducted from the vacation pay to which he would otherwise be entitled in the succeeding year under Marginal Paragraphs 31.02 through 31.06, one-twelfth (1/12) of such vacation pay: PROVIDED that, as regards employees qualifying under said Marginal Paragraphs 31.02 through 31.06, time spent on vacation for which the employee is paid under this Article or time lost because of sickness or accident, to a maximum of twelve (12) consecutive months from the commencement of such absence due to sickness or accident, shall be considered as time worked.

31.09 In the calendar year prior to becoming entitled to the additional week of vacation with pay provided under Marginal Paragraphs 31.03, 31.04, 31.05 and 31.06, an employee shall be entitled to an increased vacation with pay based on the date his service anniversary occurs in that year, as follows:

<u>Service Anniversary Date</u> (both dates inclusive)	<u>Increased Annual Vacation</u>
January 1 to March 14	37 1/2 hours
March 15 to May 26	30 hours
May 27 to August 7	22 1/2 hours
August 8 to October 19	15 hours
October 20 to December 31	7 1/2 hours

Service Anniversary date shall be defined as:

- (a) In the case of an employee whose service with the Company is recognized as continuous, that date of the commencement of service shall be the employee's service anniversary date.
- (b) In the case of an employee having broken service, his total period of employment as at December 31, 1978 shall be computed in complete years and days of service. Such days, in excess of complete years, shall be used to determine a calculated anniversary date.

- (c) In the case of an employee being hired subsequent to December 31, 1978 and having prior service, his service anniversary date shall be computed on December 31 of the year of rehire on the same basis as (b) above.

31.10 An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to his supervisor postpone such vacation provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year.

31.11 An employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his supervisor, be removed from vacation and placed on sick leave as eligible under Addendum "A" provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year. In either case, sickness or accident must be proved by a Doctor's certificate. Sickness or accident of less than 5 consecutive working days duration shall not be considered under this marginal paragraph.

ARTICLE 32. SPECIAL VACATION

32.01 Those employees who have completed five (5) years or more of service by January 1, 1978 shall be entitled to a Special Vacation of three (3) weeks in addition to their normal vacation entitlement to be taken within the period January 1, 1978 to December 31, 1982. During each subsequent five (5) year qualifying period, those employees shall become eligible for a further three (3) weeks of special vacation. Employees who complete their fifth year of service after January 1, 1978 shall be eligible for this program during the five (5) year period commencing with the January 1st following the year in which they complete five (5) years service and, during each subsequent five (5) year qualifying period, those employees shall become eligible for a further three (3) weeks of special vacation.

32.02 Special Vacations shall be governed by the following conditions:

- (a) They shall be taken at times which are suitable to both the Company and the employee.
- (b) The allocation of regular vacations with pay shall have priority over the allocation of Special Vacations.
- (c) In determining the length of a Special Vacation, a week shall mean a work week as defined in the Collective Agreement and shall include any holidays falling within the period provided that if a Statutory Holiday as defined herein falls within the period and the employee concerned would have become entitled to pay for such holiday not worked if he had not been on Special Vacation he shall be paid for such holiday.
- (d) Special Vacation pay shall be computed on the basis of thirty-seven and one-half (37 1/2) hours remuneration per week based on the employee's regular base rate during the calendar month immediately preceding the Special Vacation.
- (e) In the event that an employee's Special Vacation cannot be scheduled to be taken within the required five-year period, then at the end of such period the employee will be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation in the three-week period immediately preceding the end of the five-year period.
- (f) If an employee leaves the service of the Company, or retires to pension, or his employment is terminated and he is at that time entitled to a Special Vacation, he will be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation in the three (3) week period immediately preceding the date on which he leaves the service of the Company, or retires to pension, or his employment is terminated. In addition, he shall be paid a sum proportionate to the service he has completed in the next five (5) year qualifying period. Should his employment be terminated by his death, such sums shall be paid to his estate.

(g) Absence by an employee during a five-year qualifying period due to sickness or accident up to a total of twelve (12) months shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of twelve (12) months, or any absence for other reasons shall result in a pro-rata reduction in Special Vacation pay but shall not affect the time allowed for Special Vacation.

(h) No employee shall receive more than three (3) weeks Special Vacation during any five (5) year period following the date of qualification.

ARTICLE 33. GENERAL

33.01 Special Driver's Licence - Upon request, any competent employee shall drive any automotive vehicle of the Company. If this duty necessitates such employee holding a special driver's licence or endorsement, the Company shall defray the cost of such licence.

33.02 Protective Clothing - Where in the opinion of the Company working conditions are such that they warrant the wearing of protective clothing, the Company shall provide such protective clothing as it considers necessary. One pair of leather gloves, which shall be a matter of Company selection, shall be provided to employees on a quarterly basis. The employee, however, must exchange their previously issued gloves for new gloves.

33.03 Tool Purchase and Replacement

(a) An employee may purchase, through the Company's purchasing facilities, tools required for use in the performance of his job. Such purchases must be approved by the employee's immediate supervisor.

Where approval of such tool purchase has been given, the employee will receive a discount of fifty (50) percent of the cost of such tool.

(b) The Company will replace worn or lost tools owned by an employee which are required in the normal course of his employment. The Company can only replace tools that are shown on an employee's tool list. This list must indicate tool

description, make, value and, where possible, serial number. It is the employee's responsibility to make sure this list is up to date.

33.04 Effective February 1, 1994 the Company will extend to all regular full-time employees resident in its service area the preferential rate for electricity subject to continuing approval of this tariff by the B.C. Utilities Commission. As a result of the B.C. Utilities Commission decision to reject "Rate 9" the parties accept that an equivalent replacement will be implemented.

33.05 The Company will pay a rebate of thirty (30) percent of the retail price or thirty (30) percent of the cost of repairs to approved protective footwear purchased or repaired by the employee for his own use in the course of his work, provided the employee first obtains a purchase requisition from his supervisor before making the purchase or repairs.

ARTICLE 34. PENSIONS

34.01 Effective February 1, 1992, the provisions of the West Kootenay Power-Union Pension Plan, 1992, shall come into effect.

ARTICLE 35. INDENTURED APPRENTICES

35.01 Except as modified in this Article, the provisions of this collective agreement apply to indentured apprentices.

35.02 The Company retains the right to terminate an apprenticeship prior to completion of the apprenticeship program. The decision on whether or not an apprentice who completes this program is promoted to Journeyman status rests solely with the Company.

35.03 The Company may transfer an indentured apprentice to any operation of the Company for training purposes. The provisions of marginal paragraphs 12.04 and 13.01 will not apply in the event of a transfer.

35.04 A layoff involving termination of employment of an indentured apprentice shall be carried out in the following order at the headquarters involved:

- (a) Indentured apprentices shall be released in the inverse order of their total continuous time within the apprenticeship program.
- (b) Apprentices to be released under (a) above may displace another employee as follows:
 - (i) An apprentice to be released may first elect to displace that apprentice having the least total continuous time in the apprenticeship program throughout the Company.
 - (ii) If there is no other apprentice in the Company having less total continuous time in the apprenticeship program, the apprentice to be released may apply, as total seniority, his service from the date he last entered service, to displace an employee in accordance with Marginal Paragraph 14.02(b).
- (c) Any apprentice displaced under (b) above will be treated on the basis of the provisions set out in Marginal Paragraph 35.05(b)(ii).

35.05 (a) In respect to recall, indentured apprentices on layoff will receive equal treatment to any other laid-off employee as set out in Marginal Paragraph 14.04, in respect to non-apprentice job opportunities.

- (b) Recognizing the desirability of permitting apprentices to complete their apprenticeship and, where possible, attain journeyman status with the Company, the parties to this Agreement agree to the following:
 - (i) When an apprentice position becomes available and where apprentices in that trade are on layoff or have been displaced and taken a non-apprentice position, the provisions of Marginal Paragraph 12.01 will be waived, and

- (ii) The former apprentice having had the greatest total continuous time within the apprenticeship program will be offered the position.
- (iii) Failure to accept any apprentice position offered will not affect any former apprentices' employment status. The offer will then be extended to the former apprentice having had the next greatest total continuous time within the apprenticeship program.
- (iv) The time provisions set out in Marginal Paragraph 14.04 (a) will apply.
- (v) The provisions of Marginal Paragraph 14.04(d) will apply.

35.06 Indentured apprentices will be ineligible to apply for bulletined vacancies in alternate apprenticeship job postings or vacancies leading to alternate apprentice openings.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

LOCAL 213 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

Charlie Peck, Business Manager

Brian Robson, Asst. Business Manager

Doug Fooks

Richard Royer

Frank Crockett

Don Moore

WEST KOOTENAY POWER LTD.

C.G. Simpson, Director, Human Resources

R.A. Ross

M.R. Bell

D.L. Debienne

I.C. Jones

Addendum "A" to the Agreement between West Kootenay Power Ltd. and Local 213 of the International Brotherhood of Electrical Workers, effective February 1, 1992. The following subsidies with respect to the medical plan, sickness and accident plan, long term disability, group life insurance, helicopter insurance, dental plan and vision care shall be in effect during the term of this Agreement.

1. Medical

Basic medical coverage will be provided under the overall Medical Services Plan of British Columbia and coverage equivalent to the Extended Health Benefit Plan of the Medical Services Association will also be maintained. The full cost of these Plans will be borne by the Company. The Extended Health Benefit Plan has an annual deductible of \$25.00 and pays 80% of eligible expenses. The claimable amount for eligible prescription receipts is \$600.00 subject to the above (where benefits duplicate those of the Provincial Pharmacare Plan).

2. Sickness and Accident Protection

The Company will pay one hundred percent (100%) of the actual premium cost per employee per month for a Sickness and Accident Benefit Plan. Effective February 1, 1992, the level of benefits shall be \$500.00 per week, and such weekly indemnity shall be paid up to a maximum of twenty-six (26) weeks. Participation in the Plan is to be mandatory for all employees. No benefits shall be paid under the Plan for compensable accident or disease.

The Plan is to be registered with the Unemployment Insurance Commission and, in recognition of maintaining the benefit amount at or in excess of the required level under the Unemployment Insurance Act, the reduction in Unemployment Insurance premiums resulting from such registration will be directed towards the premium cost of the Plan.

The Plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

Effective with date of ratification of a Collective Agreement for the period commencing February 1, 1990, benefits under the Plan will be amended as follows:

- a) The Plan will provide coverage from the first day of illness or injury.
- b) The Plan will provide a level of benefits amounting to two thirds (2/3) of the average straight time hourly rate of all employees in the bargaining unit.
- c) The Company will "top-up" to full straight time pay.

The following specific provisions shall apply:

- 1. An employee becomes eligible for paid Benefits commencing with the date of hire.
- 2. Employees who are unable to work as a result of illness or accident will be eligible to receive the following benefits:

<u>Service with the Company</u>	<u>Full Regular Earnings for</u>	<u>Followed by Two-thirds (2/3) Regular Earnings for</u>
Less than 1 yr.	1 Month	5 Months
1 yr. but less than 2 yrs.	2 Months	4 Months
2 yrs. but less than 3 yrs.	3 Months	3 Months
3 yrs. but less than 4 yrs.	4 Months	2 Months
4 yrs. but less than 5 yrs.	5 Months	1 Month
5 yrs. or more	6 Months	--

- 3. The full benefit period is reinstated after one (1) week back to active employment if a subsequent disability is unrelated and after one (1) month back to active employment if the subsequent disability is related.
- 4. Benefits under the Plan will be reduced by the amount of any benefits the employee may be eligible to receive through Canada Pension Plan, Workers' Compensation or similar programs. Benefits payable under individually purchased policies are, however, excluded.
- 5. Employees are not eligible for coverage under the Plan in the following cases:
 - (a) While the employee is on Maternity Leave.

(b) Where the employee is not on the Active Roll by reason of layoff or unpaid Leave of Absence.

6. For purposes of this Plan, the following definitions apply:

(a) Regular earnings is the straight time base rate of an employee the day prior to the first day of absence.

(b) Month refers to any thirty (30) consecutive calendar days.

(c) Week refers to any five (5) consecutive working days.

(d) Year refers to any consecutive 365 calendar day period.

7. At the request of the Company, employees will provide satisfactory medical certification substantiating any disability extending beyond five (5) working days. In all cases where an employee has been absent, under the Plan, for a period in excess of one (1) month, he or she must receive clearance from Human Resources before returning to work.

In addition, Letter of Understanding No. 5, dated April 25, 1990 shall be deemed a part of this Plan.

8. The Company will reimburse the costs of Doctor fees charged when initiating sick leave claim forms.

3. Long Term Disability

The Long Term Disability Plan will provide eligible employees with benefits of 70% of regular base monthly salary (1955 hrs. x hrly. rate divided by 12 months) or retain the flat rate of \$2500 per month whichever is the greater. The Plan will generally provide coverage to commence following six (6) months of absence from the job on the Sickness and Accident Benefit Plan referred to in Section 2 of this Addendum and will continue through to retirement or age sixty-five (65), for employees with ten (10) years or more of service. For employees with less than ten (10) years of service, the Plan will provide together with the Sickness and Accident Plan coverage, a total period of protection equal to the employee's years of service with the Company.

The Plan will not provide duplication of benefits receivable by employees in respect of disability covered by the Plan (other than benefits from an employee's private plan) and without limiting generality, any Workers' Compensation benefits and any disability benefits under the Canada Pension Plan or other government plan payable in respect of such disability will be deductible from the benefits payable under the Plan, the full cost of which will be borne by the Company.

The plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

4. Group Life Insurance

Effective February 1, 1995 an active employee who has at least 3 months of continuous service shall have basic insurance coverage amounting to two (2) times the normal paid hours in a year (1955), this sum being raised to the next highest multiple of one thousand if not already a multiple.

An employee not actively at work on the date of ratification of this Agreement shall have his "basic" insurance coverage maintained at the previous level until he returns to work on an active basis. At that time his coverage will be calculated as stated above.

The amount of "basic" insurance will be revised on April 1 of each year, based on the base hourly rate in effect for each active employee on December 31 of the previous year. Any employee not actively at work on April 1 of any year will have his insurance coverage maintained at the previous level until his subsequent return to active employment.

The "basic" insurance coverage will be reduced to \$2,500 at age sixty-five (65). Participation in the Plan is mandatory after three (3) months of continuous service. The full cost of "basic" insurance will be borne by the Company.

Until retirement employees will have the option of purchasing at their own expense additional coverage in an amount equal to their "basic" coverage. Employees

shall have the right to purchase this optional coverage. However medical evidence satisfactory to the insurer will be required when such optional insurance is taken. Future employees who do not purchase the optional coverage at the time of eligibility for "basic" coverage, but who wish to do so later, may be required to provide medical evidence satisfactory to the insurer. This optional coverage will not be available after retirement.

The Plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

5. Helicopter Insurance

Life insurance in the amount of One Hundred Thousand Dollars (\$100,000) shall be provided for employees while actually engaged in working in or working in direct conjunction with a helicopter.

6. Dental Plan

The Company will provide, at Company expense, a Dental Plan which will provide for payment of one hundred percent (100%) of the basic services, commonly referred to as Plan "A", for the payment of seventy-five percent (75%) of the dental services commonly referred to as Plan "B" and for the payment to a life maximum of seven hundred and fifty dollars (\$750.00) per insured family member of the dental services commonly referred to as Plan "C". This maximum level for Plan "C" shall only apply for dental work carried out on or after the effective date.

Effective February 1, 1993 coverage per insured family member under the dental services referred to as Plan "C" shall be increased to one thousand five hundred dollars (\$1,500.00). This maximum level for Plan "C" shall only apply for dental work carried out on or after the effective date.

Employees and their dependents will be eligible for coverage on the first of the month following six (6) months of continuous service. Dependents to be covered are the employee's spouse and unmarried dependent children under the age of twenty-one (21).

The plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

7. Vision Care

Effective February 1, 1991 the Company will pay up to fifty (50%) percent of Vision Care receipts on an expense account basis, up to a maximum Company payment of one hundred dollars (\$100.00) every two years to employees, employees' spouse and unmarried dependent children under the age of twenty-one (21).

APPENDIX

Schedule "A" of the present Agreement shall be deleted and the following substituted therefor:

"Schedule "A" to the Agreement between West Kootenay Power Ltd. and Local 213 of the International Brotherhood of Electrical Workers.

	<u>Base Rate as at Feb. 1, 1995</u>
Labourer	16.01
Helper	18.59
Meter Reader	18.59
Gardener	18.59
<u>Pre-Apprentice Lineman</u>	<u>19.03</u>
Truck Driver	19.03
Garage Attendant	19.60
Warehouseman	19.60
Warehouse Clerk	19.03
Customer Serviceman	20.47
2nd Class Maintenance Man	20.94
1st Class Maintenance Man	21.47
Equipment Operator	21.47
Meter Repairman	21.47
Journeyman Tradesman	24.86
Utilityman	26.21
4th Class Lineman	20.09
3rd Class Lineman	21.47
2nd Class Lineman	23.48
Journeyman Lineman	26.21

Nurseryman	21.92
3rd Class Floorman	18.59

2nd Class Floorman	20.09
1st Class Floorman	21.92
System Power Dispatcher	29.56
Relief System Power Dispatcher	<u>Progression</u>

NOTE:

(a) The rates of pay for indentured apprentices enrolled in a four-year apprenticeship program shall be the following percentages of the appropriate journeyman tradesman rate:

<u>Period</u>	<u>Percent of Journeyman Rate</u>
First Year Apprentice	72%
Second Year Apprentice	77%
Third Year Apprentice	82%
Fourth Year Apprentice	90%

(b) The rates of pay for indentured apprentices enrolled in a three-year Lineman apprenticeship program shall be as follows:

	<u>% of J/M rate</u>	<u>Modules Complete</u>	<u>Time For Training</u>	
			<u>Min.</u>	<u>Max.</u>
Start rate	77% Start	0	-	0
	80% Step I	10	5	7
Rate after 1 yr (at least)	*82% Step II	20	10	14
	86% Step III	30	15	21
Rate after 2 yrs (at least)	*90% Step IV	40	20	28
	95% Step V	50	25	35
Rate after 42 mos. (Journeyman rate)	*100% Step VI	58	30	42

*Where, through no fault of his own, an apprentice is unable to complete the required number of modules (i.e., modules or training are unavailable), the apprentice will be paid these rates for the duration of the program.

*The rate of pay for the position of Pre-apprentice Lineman will replace that of the Groundman classification as established in Schedule A of the collective agreement.

APPENDIX B - LETTERS OF UNDERSTANDING

1. Article 15 of the collective agreement negotiated during the 1987 contract talks is not intended to reflect a change in the Company's policy with regard to the utilization of temporary workers.

This Article is for the purpose of clarifying the existing practice.

It is not the Company's intent to use temporary employees for the purpose of reducing the regular workforce.

Signed:

A. Oliver
Assistant Business Manager
Local 213 of the IBEW

Signed:

J.C. Stevens
Manager, Human Resources
West Kootenay Power & Light Co. Ltd.

2. February 20, 1987

Mr. A. Oliver
Assistant Business Manager
Local 213 of the International Brotherhood
of Electrical Workers
#1 - 540 Cawston Avenue
Kelowna, B.C.
V1Y 6Z2

Dear Sir:

It is recognized by the Company and the Union that the development and implementation of the competency-based training program for lineman apprentices is at this point not totally defined. Further recognizing that many facets of the program will need to be tested and finalized as a result of running through a pilot period, the parties agree to the following:

1. Pay progression will be based on existing rates in the collective agreement.
2. The pilot project will run for three years from April 1, 1987 (approximately).
3. Journeyman linemen from WKP will be actively involved in the development of the program, the delivery of training and the certification of apprentices. This will be accomplished through participation on validating and implementing committees as well as delivering significant parts of the on-the-job training. Where journeymen train, they will be required to certify, along with the supervisor, the apprentice as being competent to do that work.

4. Due to the competency-based design of the project, it will be necessary to tie in pay progress to the number of modules completed.
5. It is agreed that there should be minimum and maximum training times established as a part of the pay progression. A 30-month minimum and a 42-month maximum are the guidelines established by the development committee of the Ministry of Labour's TAC.
6. Those apprentices who have been given all reasonable opportunities to complete the required modules for advancement, but who cannot complete the training in the maximum time allowed may be removed from the program after discussion with the Training Journeyman.
7. The parties agree that, at the end of the pilot project, they will negotiate a pay progression schedule for all future lineman apprentices.
8. Training modules will be sequenced consistent with learning and safety objectives.

Yours truly,

J.C. Stevens
Manager, Human Resources

3. January 22, 1987

Mr. A. Oliver
Assistant Business Manager
Local 213 of the IBEW
#1 - 540 Cawston Avenue
Kelowna, B.C.
V1Y 6Z2

Dear Mr. Oliver:

During the current set of negotiations, the Company has proposed to restructure the collective agreement.

It is my understanding that this proposal, as clarified on January 14, 1987, is acceptable to the Union, subject to the following:

"The intent of the proposal is to make the Collective Agreement easier to use by those most affected by it - the employees and first line supervisors. There is no objective of obscuring or changing the intent or meaning of any Article, Clause, Marginal Paragraph or element thereof. The focus of the restructuring is to put related matters in proximity to each other and to restructure the more cumbersome Articles into a topical format."

Yours very truly,

J.C. Stevens
Manager, Human Resources

4. April 25, 1990

Mr. R.M. Fowler
Manager, Human Resources
West Kootenay Power Ltd.
Trail, B.C.

Dear Sir:

Re: Sickness and Accident Plan

The Brotherhood agrees that regular attendance at work is desirable and it will not condone any employee abuse of the sickness and accident provisions of the Collective Agreement. In this regard the Company has the right to require an employee to provide a Doctor's certificate for any absence on sick leave. Furthermore, the Company may, at its discretion, require employees to undergo a medical examination by a physician of the Company's choosing.

In addition, it is agreed that employees who are absent due to sickness or non-occupational accident and have incurred three (3) such occurrences in a calendar year shall not receive pay for the first working day of absence for the fourth (4th) and subsequent occurrence.

"Occurrence" - is defined as an employee being unavailable for work due to sickness or non-occupational accident for one-half (1/2) or more of his normal working shift.

Yours truly,

A. Oliver
Assistant Business Manager
Local 213 of the I.B.E.W.
1 - 540 Cawston Avenue
Kelowna, B.C.

5. January 12, 1990

Mr. A. Oliver
Assistant Business Manager

Local 213 of the International
Brotherhood of Electrical Workers
#1 - 540 Cawston Avenue
Kelowna, B.C.
V1Y 6Z2

Dear Sir:

It is recognized by both the Company and the Union that there is a requirement to reactivate the joint "Job Description Committee" as defined in Article 9 of the Collective Agreement.

The mandate of the joint Job Description Committee during the term of the 1990-1992 collective bargaining agreement shall be to:

1. Update and sign-off all current job descriptions.
2. React in a timely fashion to describe and sign-off job descriptions where the job is new or where there have been changes of a significant nature to a current job.

Should you be in agreement, would you please sign and return one copy of this letter.

Signed:
A. Oliver
Assistant Business Manager
Local 213 of the I.B.E.W.

Signed:
R.M. Fowler
Manager, Human Resources
West Kootenay Power Ltd.

6. It is recognized by both the Company and the Union that there is a requirement to create a Regular Part Time Meter Reader.

The Regular Part Time Meter Reader is an employee hired to fill a part time position which is of a continuing nature. The incumbent may work an assigned regular schedule, but will not work more than 60 hours per bi-weekly pay period, except that the employee may in addition relieve a full time employee on a leave of absence, sick leave, or annual vacation without change to part time status. The incumbent may also be assigned to and voluntarily accept duties at other locations or headquarters in order to supplement his/her hours of work. In this situation the incumbent will be reimbursed mileage for use of his/her personal vehicle, but will not be paid travel time:

After completion of the established waiting period as set out in Plan documents or as otherwise provided in this Agreement, the employee is entitled to the following benefits:

- (i) Medical Services Plan of B.C.
- (ii) Extended Health Benefit Plan
- (iii) Dental Plan
- (iv) Sickness & Accident
- (v) Long Term Disability
- (vi) WKP-IBEW Pension Plan
- (vii) Group Life Insurance
- (viii) Vision Care

Sick leave and annual vacation entitlement shall be pro-rated on the basis of time worked. In the event an incumbent is hired on full-time status all hours worked as a part-time employee will

be pro-rated to establish their seniority, as well as service dates for vacation and sick leave entitlement purposes.

Regular Part time meter readers who have achieved a cumulative total of 977.5 hours will establish seniority as per Article 11.

7. Letter of Understanding re: article 20 - Work Done by Contractors

The Company and the Union agree to establish a joint Union/Company committee which will monitor the implementation of the contracting out provisions of Article 20. An interpretation guideline has been established and will serve to amplify and clarify the intent of this Article. The Joint Contracting Out Policy Committee will revise these guidelines as future situations dictate. Initially, this committee will consist of the members of the Company and the Union bargaining teams from the 1994/1995 negotiations.

8. Letter of Understanding - Change of Start Time of a Shift.

On October 21st the parties met to discuss the interpretation of what constituted a change in the start time of a day shift.

The following points were made to confirm other agreements between the parties:

- The March 21, 1994 letter between the parties is specific in that it deals exclusively with Generation.
- Article 16.03 (a) was amended during the negotiations of the 1990-1992 Agreement and was specific in that the start times of afternoon and night shifts could be adjusted but day shifts could not.
- The March 21, 1994 letter, while superseding the provisions of 16.03(a) insofar as permitting a change in the start time of a day shift does not, of course impact on Line Crews.
- The March 5, 1993 letter from West Kootenay Power to Mr. Frank Crockett, while quite possibly an reasonable interpretation at that time and for Generation is also superseded by the March 21, 1994 letter.
- The Collective Bargaining Agreement is silent on the issue of "scheduled" overtime preceding a regular shift.
- Article 16.01 (f) does permit the parties to enter into agreements for modified shifts (and presumably this would include shifts with different start times) but such agreements must be in writing.

In view of the foregoing, this Letter of Understanding covers the following points:

- Unless a modified shift is identified in the Agreement or is established in accordance with the Agreement, the parties agree that a change in the start time of a day shift

cannot be imposed, other than as provided by the March 21, 1994 Letter, or as may be necessary where government agencies require - such as extreme fire hazard.

- The parties agree that the Company, within T&D, may schedule overtime in advance of the normal shift start time and, for the period preceding the normal shift start time all time worked shall be at double time.
- The parties agree that when this occurs, employees shall revert to straight time coincident with their normal shift start time and shall continue at straight time until the time their shift would normally conclude. Any continuance beyond that time would be handled in accordance with Article 28.04.
- The parties also agree that there is no intention of intermingling scheduled overtime with normal emergency call out procedures. For the purposes of this letter, scheduled overtime shall be viewed as overtime pre-arranged and scheduled during the previous shift.

Yours truly,

M.R. Bell

9. System Control Centre - 4 x 5 Continuous Operations Work Schedule

This Letter of Understanding addresses the principles regarding terms and conditions of employment covered in the collective agreement between the parties as applied to a 4 x 5 shift schedule. The parties agree that should any errors or omissions develop during the term of this agreement, or should situations re terms and conditions of employment arise that are not covered by this Letter of Understanding, then the parties agree to discuss such matters in an expeditious manner.

1. The parties to this letter agree to implement a 4 x 5 (4 shifts worked followed by 5 rest days) shift schedule at the Company's System Control Centre.
2. The implementation/discontinuation of the compressed work schedule will be on the condition that there will be no extra cost to the Company and that safety and efficiency of the operations not be adversely affected.
3. Overtime will not be paid if incurred as a result of implementing and discontinuing the twelve (12) hour shift schedule.
4. The Parties recognize that the most significant benefit of this schedule to employees is the additional days free from work. The necessity to work employees on their days off negates the primary benefits of the schedule to employees and increases significantly the cost of overtime coverage to the Company. In recognition of the above the Parties agree to encourage 100% attendance by all employees.

5. Hours of Work

- (a) System Power Dispatchers working the compressed work schedule will work either "Day Shift" (7:00 a.m. to 7:00 p.m.) or "Night Shift" (7:00 p.m. to 7:00 a.m.).
- (b) The work schedule known as the "4 x 5 Continuous Operations Work Schedule" shall form the basis for scheduling the compressed work schedule at the System Control Centre. The determination of shift assignments shall be proposed by the employees affected and approved by their supervisor.
- (c) System Power Dispatchers working the "4 x 5 continuous Operations Work Schedule" will, on occasion, be scheduled to work less than 1955 hours per year. Those employees scheduled to work less than 1955 hours during an October 1 to September 30 work year will be permitted to "make-up" their shortfall hours at straight time rates.

6. Shift Premium

- (a) System Power Dispatchers working the 4 x 5 compressed work schedule shall be paid a premium rate of one dollar and sixty-seven cents (\$1.67) per hour for all "night shift" hours worked.
- (b) System Power Dispatchers working the 4 x 5 schedule shall be paid a statutory holiday premium at overtime rates for all hours worked on enumerated statutory holidays.

7. Overtime

- (a) Work performed by an employee on his scheduled rest days shall be paid for at double time.
- (b) Double time will be paid for all work in excess of twelve (12) hours in any scheduled work day. The "work day" commences at the beginning of an employee's scheduled shift and ends twenty-four (24) hours later.
- (c) In the event an employee's regular shift schedule is changed, overtime (2 x) rates shall be paid for work performed on the rest days of his former schedule, only if such change is made without forty-eight (48) hours written notice. If the change of schedule is made with forty-eight (48) hours written notice, the employee will adopt the schedule he is assigned to without payment of overtime rates.
- (d) System Control Centre employees working the 4 x 5 shift schedule may exchange work shifts, it being understood that no overtime payment is involved and that such exchange was not directed by the Company.

8. Statutory Holidays

The Company recognizes ten (10) named statutory holidays. System Control Centre employees working an enumerated statutory holiday will be paid for the hours actually worked and will accrue the equivalent number of hours in their statutory holiday account. Persons not working a statutory holiday will receive seven and one-half (7 1/2) hours in their statutory holiday account. System Control employees working the 4 x 5 schedule will annually be credited with fifteen (15) hours in lieu of Floating Statutory holidays. As statutory holiday time is taken for each day, twelve (12) hours will be withdrawn from this account. A named statutory holiday for the purposes of this letter will commence at 7:00 a.m. on the day of the holiday and end twenty-four (24) hours later.

9. Bereavement Leave

Bereavement leave with pay shall be granted in the event of death in the employee's immediate family. The maximum period of such paid leave shall be twenty-four (24) hours. Also, bereavement leave for eight (8) hours shall be granted where an employee attends the funeral of the mother-in-law, father-in-law, brothers or sisters of the employee where the funeral occurs on an employee's regular work day.

10. Jury Duty

System Control Centre employees who are required to report for jury duty on a scheduled work day will be reimbursed by the Company for the difference between his regular straight time hourly rate of pay and the jury duty pay received for that day. Reimbursement shall not be in excess of twelve (12) hours and only for scheduled work days.

The employee will be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made. Time paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and statutory holidays.

11. Regular Vacation and Special Vacation

Annual and special vacation entitlements will be credited to employees' respective vacation accounts on the following basis:

- 2 weeks - 75.0 hrs.
- 3 weeks - 112.5 hrs.
- 4 weeks - 150.0 hrs.
- 5 weeks - 187.5 hrs.
- 6 weeks - 225.0 hrs.

As either regular or special vacation time is taken for each day, twelve (12) hours will be withdrawn from either regular or special vacation accounts.

12. For the purposes of Addendum "A", "Sickness and Accident Protection", the full benefit period is reinstated after the employee has worked forty-eight (48) hours if a subsequent disability is unrelated and after one (1) month back to active employment if the subsequent disability is related.

13. Progression to System Power Dispatcher. Progression to the pay level of a System Power Dispatcher will be by either a non trade entry level or a trade or equivalent to trade entry level route.

The rates of pay for Level 1, Level 2 or Level 3 positions shall be the following percentages of the System Power Dispatcher rate.

<u>Duration</u>	<u>Non Trade Entry Level</u>	<u>Dispatcher Rate Level</u>	<u>Trade Entry Level</u>	<u>Duration</u>
-----------------	----------------------------------	----------------------------------	------------------------------	-----------------

6 mos.(int.exam)	80%	1	-	-
6 mos.(int.exam)	85%	2	85%	6 mos.(int.exam)
6 mos.(int.exam)	90%	3	90%	6 mos.(int.exam)
	100% Qualified	100%		
	Relief Dispatcher			

Note: Equivalent to trade assumes previous relevant training, at other utility companies or generation experience at West Kootenay Power. Advancement to a "vacancy" of System Power Dispatcher will be based solely on the time paid at the full Dispatcher rate.

B.C. Robson
Asst. Business Manager
I.B.E.W., Local 213

M.R. Bell
Director, Industrial Relations
West Kootenay Power