LOCAL UNION 258 OF THE IBEW

MASTER

LINE AGREEMENT

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BETWEEN:

Local Union 258 of the International Brotherhood of Electrical Workers; hereinafter referred to as the "Union"; Party of the First Part;

AND:

SEE LIST OF SIGNATORY EMPLOYERS
hereinafter referred to as the "Employer"; Party of the Second Part.

SCOPE OF THE AGREEMENT

It is agreed that this Agreement shall cover all work involved in the erection, maintenance, repair and service of outside power systems and equipment when performed by employees covered by this Agreement in the province of British Columbia by the Employer, or by any person, firm or corporation owned, employed or controlled by this Employer. The main body of this Agreement shall define the terms and conditions that shall be in effect for all work performed on electrical systems. For work performed on electrical systems designed or operated at voltages above 60 KV; the provisions of Appendix "B" may apply.

ARTICLE 1 - TERM OF AGREEMENT

The wage schedule and working conditions contained in this Agreement shall be in force and shall be binding on the Parties until *January 31, 2006* or thereafter until a new or revised Agreement is signed. Either Party to the Agreement may, at any time within four (4) months immediately preceding the date of expiry of the Agreement, by written notice, require the other Party to the Agreement to commence collective bargaining.

The operation of Section 50 (2) and (3) of the Labour Relations Code is hereby excluded pursuant to Section 50 (4) of the said Code.

ARTICLE 2 - MANAGEMENT AND UNION RIGHTS

2.1
The Employer agrees that work upon electrical transmission or distribution system shall not be performed by any Employer, Director, Owner or Partner without the written consent of the Union.

2.2
The Union agrees that in the event of a jurisdictional dispute arising over the allocation or performance of work that involves another Union(s) there shall be no stoppage of work. For resolution, the dispute shall immediately be referred to the International President of the IBEW and the General President of the disputing Union(s) for resolution.

2.3
The Union recognizes the unqualified right of the Employer to manage its business in all respects in accordance with its commitments and to alter from time to time rules and regulations to be observed by workers and such rules and regulations shall not be inconsistent with this Agreement. This right to include the operation of and the direction and promotion of the working forces of the Employer.

2.4
The Union recognizes the right of the Employer to introduce into any part of its operations any new work or new methods of performing work, and the essential training for such new work or methods shall be the joint responsibility of the Employer and the Union, with both Parties hereto recognizing that "on-the-job" training may be necessary. Should it become necessary to introduce, in any phase of the operation, any new class of work within the scope of this Agreement, the job classification and its associated rate of pay and working conditions shall be discussed and agreed upon prior to introduction. Failing agreement the matter shall be submitted to arbitration pursuant to Article 10.

2.5
The Union Business Manager or his representative shall have access to any shop or job where employees are employed under the provisions of this Agreement PROVIDED that he shall first make known his presence to the Employer's Supervisor or Foreman before consulting with any employee. Meetings shall not be held on the Employer's premises or at a job site without the Employer's consent nor shall they be held on the Employer's time without his consent. The Union may appoint a Shop Steward or Shop Stewards at each headquarters and/or work location. Where two or more Shop Stewards are appointed, the Union shall designate one as a Chief Shop Steward. The Shop Steward and/or Chief Shop Steward is to be given freedom to move throughout the Employer's entire operations whenever he deems an inspection necessary in any area, subject to the Employer's work requirements at the time.

2.6
The Employer will deduct regular monthly Union Dues and assessments from each employee's pay and remit same to the Union upon receiving written authorization from the employee. Such money shall be paid to the Union by the fifteenth (15th) day of the month following the month in which deductions were made by the Employer. Cheques may be post dated the fifteenth (15th) day of the month. There shall be a penalty of fifteen percent (15%) per month for the late remittances with a minimum penalty of twenty-five dollars ($25.00).

2.7
The Employer will not require employees to cross or otherwise fail to recognize a legal picket line.

2.8
The Employer will contract to Local 258 Traffic Control Employers such work whenever Local 258 Employers are readily available.

2.9
Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context of the Parties hereto so require.

2.10
The Business Manager or his representative shall, by appointment, inspect the Employer′s payroll as to time and pay of employees under this Agreement. Matters relating to time and pay of employees is interpreted to also include the Joint Electrical Industry′s Welfare Plan, Union Dues, G.R.R.S.P., LC Line Contractors' Association and the Electrical Contractors' Association's remittances.

2.11
Both parties to this Agreement have an interest in ensuring that the work performed in the Outline Line Industry is

performed by Union Contractors and therefore it is agreed that Contractors signatory to this Collective Agreement will not sub-contract to non-union Contractors, nor will they hire a non-union Contractor to assist them on any project.

ARTICLE 3 - HIRING PROCEDURE

3.1
The Employer agrees to employ members in good standing of the Union to perform all work in the construction, installation, maintenance and repair of all transmission and distribution systems and all work related thereto which is within the jurisdiction of the IBEW.

3.2
The Employer will advise the Union Dispatcher of all required vacancies, including location, conditions and of any auxiliary skills that may be required. The Union undertakes to supply only qualified personnel. And the Employer further agrees that all such work performed for, or at the insistence of the Employer, by contractors, sub-contractors, and/or third parties shall be performed by members in good standing of the Union. After a period of forty-eight (48) hours excluding weekends and Statutory Holidays, should the Union be unable to fill the Employer's request for employees, the Union and the Employer will undertake joint recruiting. All employees shall be in receipt of a clearance from the Union before commencing work.

Notwithstanding the above, and subject to clearance from the Union, which will not be unreasonably withheld, owner operators may be employed. The employees will be under the direct supervision of a Foreman or Sub-Foreman. There will be no loss of work or jurisdiction to the Union as a result.

This hiring procedure may be varied by written agreement between the Parties.

3.3
The Employer shall deduct Union Dues and remit same to the Union and employees concerned shall be so notified. Owner operators shall receive no less favourable wages and conditions than those established herein.

3.4
The Employer recognizes seniority in the event of a reduction in forces; by job classification that the last employee hired shall be the first employee released. For the purposes of calculating seniority for Apprentices who graduate to Journeyman status while employed, their seniority as a Journeyman shall be calculated from their last date of hire as an Apprentice with the Employer. Subject to the foregoing, IBEW members shall be retained over non-members.

When computing length of service to determine seniority, time lost due to sickness, accident, annual vacation and Statutory Holidays or leave of absence for military service or IBEW business shall be counted as time worked; other leaves of absence without pay must be by mutual consent in writing of the Parties, hereto, otherwise time on leave shall not be counted as time worked.

Employees shall have company-wide seniority and where the Employer has more than one headquarters as defined herein, employees upon the reduction in forces shall be entitled to replace the most junior employee by classification within the employ of the Employer.

Employees who elect to bump junior employees shall be entitled to no greater benefits than those earned by the employee displaced.

3.5
The Employer shall maintain current seniority lists for all classifications and make same available to the Union and employees upon request.

ARTICLE 4 - PERMANENT HEADQUARTERS

4.1
A "permanent headquarters" is hereby defined as one that has been established through the purchase, lease, rental or control of property with proper facilities and from which the Employer intends to carry on the continuous operation of his business for an indefinite period of time. "Proper facilities" shall be interpreted to include adequate storage (space that will allow safe storage of employees' personal tools and belongings), adequate washroom facilities and adequate drying facilities (1.3 metres square minimum per employee) for the employees. "Permanent headquarters" may include office facilities for the use of the Employer.

4.2
The Employer may establish more than one permanent headquarters within the province of British Columbia. Each employee shall have an assigned permanent headquarters. Employees shall report to their assigned permanent headquarters at the beginning of the working day and/or shift at no extra cost to the Employer except as noted in Article 5.

4.3
Where an employee's permanent headquarters is changed and the change is to a position of continuing nature and the new headquarters is in excess of 100 kilometres from the former headquarters and if the employee chooses to change his place of residence to a residence closer to his new permanent headquarters within two (2) months from the date of notification, the Employer will bear the cost of personal travelling expenses and transportation of household effects. In addition, the Employer will reimburse the employee for incidental expenses up to a total of $500.00 for such items as cleaning, disconnecting and reconnecting appliances, etc. the Employer will also allow an agreed to amount of time off for the purpose of moving into another home.

4.4
Employees shall not have more than one permanent headquarters at any one time. When an employee is directed to work away from his permanent headquarters, then the provisions of Article 5 shall apply.

ARTICLE 5 - TRAVEL, ACCOMMODATIONS AND PERSONAL VEHICLE ALLOWANCE

5.1
Employees will normally start and stop each working day or shift at their assigned permanent headquarters. Time spent in travel between headquarters or temporary report points and the work site at the commencement and termination of each day's work will be paid for as time worked.

5.2
The Employer may establish, for the duration of specific projects, temporary report points to which an employee may be directed to start each working day or shift and in such cases the following shall apply.

a) For a temporary report point established within forty-eight (48) kilometres (sixty (60) kilometres North and East of Hope) from the permanent headquarters, these shall be considered a free zone and as such attract no

additional payments.

(b) A temporary report point established within a forty-eight (48) (sixty (60) kilometres East and North of Hope) to eighty (80) kilometres from the permanent headquarters shall attract a personal vehicle use distance allowance equal to $35.00 for each day the employee is directed and reports to the temporary report point. (See note 12, Article 15.)

(c) A temporary report point established within eighty (80) to one-hundred and four (104) kilometres from the permanent headquarters shall attract a personal vehicle use distance allowance equal to $55.00 for each day the employee is directed and reports to the temporary report point. (See Note 12, Article 15.)

(d) A temporary report point established beyond a one hundred and four (104) kilometres from the permanent headquarters will require that the provisions of 5.3 be applied.

(e) When a job and/or project requires that there be a temporary report point established for a period of ten (10) days or more in any thirty (30) day period, adequate washrooms and drying facilities shall be made available by the Employer.

(f) Where geographical restrictions occur, i.e., ferries, road closures, etc., the Employer shall be responsible for any added costs to the employees, i.e., ferry fares and tolls, etc. The Employer will provide for Board and Lodgings, or Living Out Allowances, where ferry travel is involved and it is not reasonable for the employees to travel to their residence on a daily basis.

(g) In determining the distance between a permanent headquarters and a temporary report point, it shall be defined as that measured distance using the shortest road route in each direction.

5.3

Employees requiring to work outside the area as defined in 5.2 shall be provided with board and lodgings as outlined below:

When a camp is provided, board and lodgings shall be provided seven (7) days per week and equal to the B.C. and Yukon Building and Construction Trades Provincial Council Camp standards. When a camp is not established, board and lodgings shall be provided seven (7) days a week. Failure to meet these standards will require approval of the Union's Business Manager.

Where a motel or hotel is used, employees shall be accommodated one (1) man to a room; where sufficient rooms are not available to accommodate one (1) man to a room then relief will be granted to allow two (2) men to a room for a short duration. Any question as to whether or not the accommodations provided are suitable shall be discussed between the Employer and the Union and, if necessary, the matter shall be subject to the grievance procedure.

Any employee who desires to live away from the board and lodgings provided by the Employer shall, if mutually agreed to between the employee and the Employer, receive in lieu thereof an allowance of $65.00 per day. The Living Out Allowance shall be paid to an employee only on actual days worked and/or only on days while the employee remains at the work area during weekends, statutory holidays, etc. An employee shall receive an amount equal to one-half (1/2) of the Living Out Allowance per day for those days not worked should they not remain at the work site.

Should a Living Out Allowance and report points be negotiated for any job or project, then all employees shall take this Living Out Allowance. When requested by the Employer to move from one report point to another, travel time and travel expenses will be paid for at the prevailing rate.

If an employee is found to be living in conditions that are deemed by the Union to be detrimental to the employee, the permission to receive a Living Out Allowance shall be withdrawn and the employee shall move into accommodations supplied by the Employer.

Employees desiring to check out of Employer provided accommodations on weekends or other such non-working days as provided for within the Collective Agreement shall receive one-half of the Living Out Allowance per day. In camp situations it will be necessary for the employee to sign out to be eligible for this payment. Such payments shall be in lieu of receiving room and board. This provision may necessitate employees being required to store their personal effects in rooms that will be provided.

Whenever accommodations are provided by the Employer within a distance of ten (10) kilometres of the field office on an out-of-town job, a worker's regular working day shall commence and finish at that field office.

An employee who by reason of injury during working hours is confined to hospital shall at his option when being discharged from hospital be returned to his point of hire at the Employer's cost.

ARTICLE 6 - HOURS OF WORK

6.1
Seven and one-half (7.5) hours shall constitute a working day. Regular working hours shall be 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m., Monday through Friday, provided however that the lunch period may be moved not more than one-half (1/2) hour in either direction when the Foreman and/or Sub-Foreman in charge determines that special circumstances or completion of a particular task warrants such variation. All other times shall be computed at overtime rates as defined in Article 7. When an employee is required to report for work by the Employer and the employee commences work he is entitled to be paid for not less than four (4) hours work at the prevailing wage rate and where an employee works more than four (4) hours he shall be paid not less than seven and one-half (7.5) hours at the prevailing wage rate. When an employee is required to report for work by the Employer and the employee is not assigned to commence work, he is entitled to be paid for not less than two (2) hours at the prevailing wage rate. The provisions of Article 5.2 (b) and (c) shall not be applicable when the two (2) hours at the prevailing wage rate is paid. An employee, who has been notified before midnight on the previous day of layoff, shall not be paid for the following day.

Notwithstanding the standard thirty-seven and one-half hour (37.5) workweek, employees may work a forty (40) hour workweek in accordance with Appendix “E” herein.

Notwithstanding, when a majority of the employees on any given crew agree, the normal hours of work may be varied to any seven and one-half (7.5) hours between the hours of 0700 and 1700 hours Monday to Friday. Where the hours of work are modified it shall not void and/or alter any other provisions of this Collective Agreement.

6.2
Exceptions to the hours of work shall only be made where it is decided by written agreement between the Employer and the Union that other hours would be of mutual benefit.

Employees assigned to work at locations having a room and board entitlement, may have their normal hours of work varied by agreement between the Union and the Employer. At the employee's request and where agreement is approved, such variance shall be restricted to hours worked between Monday and Friday with no greater than ten (10) hours being worked in any one given day or forty (40) hours in any one week at straight-time rates of pay.

The provisions of Article 7 shall apply to all hours worked outside of the pre-agreed to schedule.

ARTICLE 7 - OVERTIME All hours worked in excess of those provided for in Article 6.1 shall be considered overtime and shall be paid at double (200%) of the straight-time wage rate.

7.1
The Employer shall provide meals at four (4) hour intervals during overtime assignments.

(a) Meal intermission shall be deemed to be time worked.
(b) When an overtime assignment exceeds two (2) hours beyond the regular working day, a meal shall be provided.
(c) When it is impossible to have meals supplied, the employees will be paid three-quarters (3/4) of an hour at overtime rates for each meal to which they would have otherwise been entitled. This provision shall also apply when employees are required to work during their normal lunch period on a regular working day and no meal is subsequently obtained.
(d) Employees may be required to provide their own lunch where overtime work is pre-scheduled for non-working days, provided they are so notified not later than 4:00 p.m. the previous regular working day.
(e) Employees called to overtime work and instructed to report for work immediately prior to their regular working day or shift shall be supplied breakfast, lunch and/or dinner where applicable.

7.2
By mutual agreement between the Employer and employee a Vacation Overtime Fund may be established. Vacation overtime credits shall be scheduled as time off by mutual agreement between the Employer and the employee.

7.3
An employee called out to work overtime prior to 4:00 a.m. will continue to receive the overtime rate for all time worked, including time worked on the regular work day. In addition, the employee shall receive his regular rate of pay for the day. Should the employee be sent home before the end of their normal regular working day, he will be paid straight-time wages for the remaining regular working hours that day.

7.4
An employee called to work after 4:00 a.m. shall receive the overtime rate until the commencement of his regular working day, at which point he shall begin to receive straight-time wages for that regular working day.

7.5
An employee, upon completion of an overtime assignment that does not immediately precede or extend into his regular working day, shall be entitled to an eight (8) hour rest period. If the rest period cannot be completed by 1:00 p.m. of the regular working day, the employee shall not be required to return to work and shall receive not less than seven and one-half (7.5) hours straight-time wages for that regular working day.

If the rest period can be completed prior to 1:00 p.m. on the regular working day, the employee shall return to work and shall receive not less than seven and one-half (7.5) hour's straight-time wages for that regular working day.

7.6
The minimum amount of pay for any call out shall be the proper amount of two (2) hours at overtime rates. Employees shall be paid from the time of the call. In addition, travel time of one-half (1/2) hour shall be allowed an employee to reach his living quarters on completion of an overtime period.

ARTICLE 8 - ANNUAL VACATION

8.1
An annual holiday shall be granted and shall be taken in each and every year.

Payment for annual vacations shall be six percent (6%) of gross earnings *(eight percent (8%) after eight (8) years of continuous service)* at the prevailing rate for all employees. As an option and with the mutual agreement of the employee(s), Annual Vacation funds may be paid with an employee's bi-weekly earnings each pay period. Where agreed, Article 8.3 shall not apply.

Employees on record as of the date of signing this Collective Agreement shall not receive less than their current entitlements.

8.2
Calculation of gross earnings shall include all paid annual vacation and Statutory Holidays that occur during the entitlement period.

8.3
All holidays due shall be granted and shall be taken in working days off in each and every year.

8.4
Each employee will be required to give at least two (2) weeks' notice in advance of the time at which he wishes to begin his vacation. When employees are working away from their headquarters and are going on holidays, they shall receive travelling time and expenses to and from their headquarters before and after annual vacations.

8.5
An employee who has commenced his annual vacation and is called back to work, shall be paid at two hundred percent (200%) of his normal rate for the remaining portion of his scheduled annual vacation, and at a later date shall receive the remainder of his scheduled vacation.

8.6
When calculating total service for the purpose of determining vacation entitlement under this Agreement, all time lost through sickness or accident in any one calendar year shall be counted as time worked.

8.7
Employees who are laid off solely for the reason of lack of work who return to work with the Employer within two (2) years will retain the same status with respect to vacation entitlement upon return as that which they held at the time of layoff.

ARTICLE 9 - STATUTORY HOLIDAYS

9.1
Statutory Holidays shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day declared as such by the provincial or federal governments.

9.2
Statutory Holidays as stated above which are worked shall be paid for at the double-time rate in addition to the regular statutory holiday pay.

9.3
Statutory Holiday pay for an employee working under this Agreement shall be paid in the following manner. In addition to an employee's total earnings, the Employer shall set aside four-point-four percent (4.4%) for each hour paid to the employee (overtime hour, considered one (1) hour and post it to the employee's credit as a holiday fund. Then, as each Statutory Holiday occurs, he shall be paid his normal day's pay, which in turn shall be deducted from his holiday fund. This process shall continue throughout the year even though there will be occasions when the fund is temporarily overdrawn. The employee shall be paid any surplus monies due him from the holiday fund once yearly.

9.4
When employees who are working in isolated locations request, with the approval of the Local Union, and such request is agreed to by the Employer, any of the Statutory Holidays listed in 9.1 above which fall on a Tuesday, Wednesday or Thursday may be taken off either the preceding Monday or following Friday.

9.5
If an employee terminates or is terminated, all money accumulated for him in the fund will be paid, less such sum as had been previously paid for holidays. Any deficiency will be recovered by the Employer, from monies owed to the employee.

9.6
As an option and with the mutual agreement of the employee(s), Statutory Holiday funds may be paid with an employee's bi-weekly earnings, each pay period.

9.7
If a Statutory Holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be observed.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1
All grievances, including grievances arising from the dismissal or suspension of an employee, shall first be discussed by the Shop Steward and/or Shop Stewards with the Superintendent of the Shop or Plant, or with the Department head or his assistant. If agreement is not reached, the matter shall be referred by the Shop Steward to the Business Manager of the Union, who will discuss it with senior officials of the Employer. If the grievance is not satisfactorily disposed of in this manner, it shall be referred to a Grievance Panel as defined in Letter of Understanding No. 4. If not resolved in this manner, it shall be referred to a Board of Arbitration.

10.2
Upon completion of the sittings of the Board of Arbitration, the said Board of Arbitration shall hand down its award within fifteen (15) days after the completion of its sittings and hearing of evidence and submission by the Parties, provided, however, that this time limit may be extended with the mutual consent of the Employer and the Union.

10.3
The decision of the Board of Arbitration shall be final and binding on both Parties. Each Party shall pay one-half (1/2) of the fees and expenses of the arbitration.

ARTICLE 11 - SAFETY

11.1
Both the Employer and the Union hereby declare their intent to conduct a safe operation.

Working practices shall be governed by the regulations of the province of British Columbia, insofar as they apply and are supplemented by the Safety Practices Regulations as issued by B.C. Hydro and Power Authority, or safety regulations that are in force at a specified work site or location.

11.2
The safety and well-being of employees shall be considered at all times in deciding what work is to be performed during inclement weather such as rain, snow, icing, or severe cold. No pay will be lost due to the inclement weather, except that any employee who chooses not to perform duties assigned to them shall not be paid for time lost as a result of their own decision. Any such employee may, however, claim pay for the time so lost through the grievance procedure on the basis that the duties they chose not to perform should not have been assigned to them in view of weather conditions existing at the time.

ARTICLE 12 - BENEFITS

12.1 - Welfare Plan
The Employer agrees to contribute to the Joint Electrical Industry's Welfare Plan, hereinafter called the Plan. The Employer shall pay into the Plan fund a sum equal to two dollars and forty cents ($2.40) per hour paid for each employee covered by this Collective Agreement. Employees shall receive the benefits of the Plan and such benefits shall be as determined by the Trustees.

Payments into the Plan shall be due and payable to the Administrator not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. Cheques may be post dated the fifteenth (15th) of the month. There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of

twenty-five dollars ($25.00).

Employers, who do not participate in funding the Joint Electrical Industry's Welfare Plan on behalf of their employees, shall provide the Union documented evidence of equivalent health and welfare benefit coverage.

In cases where employees are on compensation and receiving Workers' Compensation Board payments, the Employer will provide a supplement where applicable to ensure that the employee will receive no less than his straight-time take home pay, based on the employee's basic rate of pay. This supplement to include remitted RRSP payments for the employee, based on a normal workweek. The employee's combined W.C.B. payment and supplement will be adjusted to reflect any changes to the employee's basic rate of pay. Where the Employer is required to provide a supplement, that amount shall be reimbursed upon application to the "Industry Benefit Fund" (see Article 13.3). Should the first day or part thereof not be paid by the Workers' Compensation Board, it will be paid by the Employer at full pay.

12.2 - Joint Electrical Group R.R.S.P. (#GA91122)
By agreement between the parties, effective August 20, 2001, the Employer agrees to remit employee-matching contributions of two dollars and fifty-cents ($2.50) per hour paid (overtime hour considered one hour). Effective August 1, 2002, the Employer agrees to remit employee-matching contributions of three dollars ($3.00) per hour paid (overtime hour considered one hour).

At the request of an employee, the Employer shall make application to Revenue Canada for a "Request for Reduction of Tax Deductions at Source." D.A. Townley & Associates will, at the Employer's request, make the application on their behalf.

Remittances shall be forwarded monthly to D.A. Townley & Associates using the Joint Electrical Industry's Fund Monthly Contribution Report. Employees may make additional direct voluntary contributions to the Group R.R.S.P. or arrange for payroll deduction contributions with their respective Employers. (See Article 15, Note 14.)

NOTE:These are hours paid, i.e., Statutory Holidays, Annual Vacations, etc.

12.3 - Training Fund
The Employer agrees in the interest of upgrading and training to participate in the Joint Line Apprenticeship and Tradesman Training Committee and shall contribute to a Training Fund.

Funding shall be provided by the Employer who contributes a sum equal to thirty cents ($0.30) per hour worked (overtime hour considered one hour). Contributions shall be payable to the Plan fund not later than the fifteenth (15th) day after the termination of the calendar months in which the hours were worked. Cheques may be post dated the fifteenth (15th) of the month. There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five dollars ($25.00).

12.4 - Tools and Clothing
The Employer will make available - coveralls, inclement weather clothing, gloves and tools where required on the job for purchase by employees at prices equal to the cost to the Employer. In addition, the employee will be entitled to the replacement of personal effects and tools, worn out or broken through reasonable wear and tear, or if there is proper proof of unavoidable loss in the service of the Employer.
The Employer shall, upon verification, clean or launder work clothing soiled by oil or hydraulic leaks. Where the garment(s) cannot be cleaned or laundered, they shall be replaced by the Employer.

The Employer shall provide replacement work gloves to all employees having not less than six (6) months' service with the Employer, to a maximum of two (2) sets per calendar year.

Notwithstanding, the Employer shall pay fifty percent (50%) of the cost of replacement gloves with the exception of the aforementioned.

After six (6) months of service, the Employer shall pay fifty percent (50%) of the cost of purchasing, rebuilding or repairing of required safety footwear.

The Employer shall supply at no cost to the employees having greater than six (6) months service with the Employer, required rain gear.

12.5
Parental Leave as provided by the Employment Standards Act of British Columbia.

12.6 - Family Responsibility Leave
Employees are entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

(a) the care, health or education of a child in the employee's care; or
(b) the care or health of any other member of the employee's immediate family.

Article 12.7 - Industry Benefit Fund

The Employer agrees to establish a benefit fund known as the "Industry Benefit Fund. The Fund shall reimburse Employers for W.C.B. supplements (see Article 12.1), leave for Jury Duty and Bereavement Leave (see Article 13) for earnings made to employees.

In addition, fifty percent (50%) of the hourly contributions shall be designated to fund the Construction Industry Rehabilitation Program to assist Local 258 members and immediate family members.

Funding shall be provided by the Employer who shall contribute a sum equal to $0.04 per hour paid for each employee covered by this Collective Agreement. The funds shall be remitted to and administered by D.A. Townley and Associates and shall be remitted not later than fifteen (15) days after the termination of the calendar month in which the hours were worked. Cheques may be post dated the fifteenth (15th) of the month. There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five dollars ($25.00).

12.8 – Joint Line Industry Advancement Committee
The Employer and the Union each agree to appoint two (2) representatives to a committee to be known as the Joint Line Industry Advancement Committee. Each Party shall also nominate one (1) alternate, to fill in if one of the Committee members is not available.

The Employer and the Union agree to assign to the Committee the responsibility for discussing issues that will ensure that the private line industry remains a viable industry. These issues can include, but not be limited to, Collective Agreement provisions, interpretations and applications; current work situation and ways to address

shortages of work; hiring and referral issues and generally other matters that will benefit the members employed in the industry and the Employers.

The Committee is not empowered to take any action on behalf of the parties to the Collective Agreement, however the Committee may make recommendations to the parties on any matter coming out of their discussions.

The Committee shall appoint two (2) of its number to the offices of Chair and Secretary, and shall authorize them to represent the Committee in overseeing the functioning of the Committee. The Chair and Secretary positions shall be filled, one by a representative of the Employer and the other by a representative of the Union. These positions shall be rotated on a yearly basis. The Committee may appoint subordinate committees for any specific project developed by the Committee.

The Committee shall meet on a monthly basis and shall keep minutes of their meetings.

The Committee shall be responsible for:

(a) Reporting to the Union and the L.C.A. on a monthly basis, the activities of the Committee.
(b) Designing and recommending specific strategies that will promote and advance the private line industry
(c) Recommending the hiring of marketing consultants, and/or lobbyists to assist with an identified and approved project.

ARTICLE 13 - JURY DUTY AND BEREAVEMENT LEAVE

13.1
Employees who are required to be absent from work to serve on Jury Duty will receive normal straight-time wages from the Employer.

13.2
Bereavement Leave of three (3) days at the discretion of the Employer shall be allowed where death has taken place in the immediate family. Immediate family shall be defined as parent, spouse, children, brothers, sisters and grandparents of the employee.

13.3
The Employer shall be reimbursed for all straight-time wages paid to employees for the aforementioned absences from the "Industrial Benefit Fund." Funding shall be provided by the Employer who shall contribute a sum equal to $0.04 per hour paid for each employee covered by this Collective Agreement. These funds shall be remitted to and administered by D.A. Townley & Associates. (See Article 12.7.)

ARTICLE 14 - DEFINITION DUTIES AND JURISDICTION

14.1
The descriptions listed assume the status of a Journeyman in any one of the trades as a man who has worked for three (3) or more years at his trade and has been admitted to the status of Journeyman.

14.2 - General Foreman
He shall be a Journeyman Lineman and a member of the Union.

It shall be the duty of the General Foreman to supervise the work of all Foremen and Sub-Foremen under his charge in such a manner that the work is carried out safely and efficiently. He shall not be required to handle or haul tools or material except to preserve life or property. A General Foreman shall be employed when two (2) or more Foremen or Sub-Foremen are employed and not under the direct supervision of a Superintendent.

14.3 - Foreman
A Journeyman having charge of more than four (4) other tradesmen (whether Journeymen, Driver/Helpers or Apprentices), or more than twelve (12) Driver/Helpers.

When two or more Sub-Foremen are working together on the same job, one shall be responsible for that job and be paid as a Foreman.

14.4 - Sub-Foreman
A Journeyman having charge of not more than four (4) other tradesmen (whether Journeymen, Driver/Helpers or Apprentices), or not more than twelve (12) Driver/Helpers. It shall be the duty of the Foreman or Sub-Foreman to supervise the work of the employees under their charge in such a manner that the work is carried out safely, efficiently and expeditiously. Foremen shall not be required to handle tools except to preserve life or property.

In the absence of a Foreman or Sub-Foreman, a Journeyman will be left in charge and be paid as a Foreman or Sub-Foreman, while working in that capacity. Absences of one (1) hour or less shall not require the aforementioned application.

14.5 - Cable Splicer
A Journeyman Cable Splicer shall undertake jointing, splicing, testing, bonding, racking, and repairing of lead-covered and other types of cables, and filling of potheads and other accessories to such cables and the assembly, testing, repair and maintenance of such accessories. He may act as a Sub-Foreman or a Foreman over Linemen, Driver/Helpers and Apprentices.

All Cable Splicers, Helpers and/or Apprentice Cable Splicers shall be Journeymen Linemen, except where it is necessary to employ temporarily Cable Splicers from other companies for the purpose of instruction or specialized work. Cable Splicers' Helpers shall drive vehicles upon request.

14.6 Lineman
An electrical worker who is classified as such by the Union and is qualified by training to perform the work described as the outside jurisdiction in the IBEW Constitution.

14.7 - Machine Operator
The duties of a Machine Operator shall include the operation of heavy mechanical equipment such as tracked equipment, tractor-trailers and cranes. The Operator may be required to make mechanical repairs and normal mechanical adjustments for the proper operation of such equipment.

Should work become unavailable during the course of his working day when not required to operate equipment, he shall perform other duties on the ground for which he is qualified and under the direction of a Journeyman.
14.8 - Powderman
A Powderman may operate air compressors, use hand or power drills, or supervise the operation of such tools and equipment. He will set and explode charges under the general supervision of a Sub-Foreman, Foreman and/or Supervisor. He will be responsible for the storage and handling of explosives and for the safety of persons and

property when the explosives are used.

14.9 - Driver/Operator
Notwithstanding the duties of a Lineman, a Driver/Operator may under the direct supervision of a Journeyman and, if qualified, drive and operate the hole digging attachments, pole setting and related equipment on line trucks. Where a Driver/Operator is utilized on energized work, the minimum crew size will be one Sub-Foreman, one Lineman and one Driver/Operator.

14.10 - Driver/Helper
An employee who performs manual labour and who has acquired familiarity with the work required. In addition, he may require some degree of skill including truck driving, material handling, use of jackhammers and chain saws, etc. He may assist a tradesman.

14.11 - Oil Mechanic
A Journeyman Lineman fully qualified to undertake testing, degasification, oil treatment, impregnation, pressuring, repairing and all other associated oil treatment work covering cable systems.

14.12 - Oil Mechanic's Helper and/or Apprentices
All Helpers or Apprentices employed on underground installations shall be Journeymen/Linemen.

14.13 - Welder
A Journeyman certified and qualified by the appropriate examining authority to make such welds or work as required.

14.14 - Vehicle Mechanics
A Journeyman Automotive Mechanic's duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. A Vehicle Mechanic may be assisted by a Driver/Helper.

14.15 - Driving of Vehicles
Any employee competent to do so shall, upon request, drive any automotive vehicle assigned to him by the Employer. If this duty involves the necessity of such an employee holding a license, the Employer shall bear the cost of such license, and associated expenses, which will include physical examinations that may be required.

Where required by the Employer, Linemen and Apprentice Linemen shall hold a Class 3 drivers license with air brake endorsement.

No Journeyman Lineman in service at the date of signing this Agreement shall lose employment at his classification for inability to obtain or maintain the appropriate license providing he remains in continuous service.

14.16 – Trade Trainee
A Trade Trainee is an employee hired for six (6) months to gain knowledge of the line trade. The parties may extend the six (6) months by mutual agreement. Under no circumstances shall Trade Trainees perform the duties of a Lineman and will not be allowed to come in proximity to live conductors or equipment. This is a probationary position, and as such, the individual may be terminated at any time without cause. During this training period Employers are not required to remit RRSP contributions.

All other benefits of the Collective Agreement apply.

ARTICLE 15 - WAGE SCHEDULE AND NOTES

Job Classifications	Employees' Wage Schedule February 1, 2004
Foreman Cable Splicer	$ *43.92*
Sub-Foreman Cable Splicer	*42.01*
Cable Splicer	*38.19*
Driver/Helper	*22.63*
Driver/Operator	*29.24*
General Foreman Lineman	*41.70*
Foreman Lineman	*40.98*
Sub-Foreman Lineman	*39.20*
Lineman	*35.64*
Machine Operator	*34.29*
Foreman Oil Mechanic	*43.92*
Sub-Foreman Oil Mechanic	*42.01*
Oil Mechanic	38.19
Powderman	*33.56*
Welder	*33.32*
Foreman Vehicle Mechanic	*38.32*
Sub-Foreman Vehicle Mechanic	*36.65*
Vehicle Mechanic	33.32
Apprentice Lineman	
Trades Trainee ($15.50 will be in effect for the term of the renewed Agreement).	

The percentage of applicable Journeyman rates of pay for Apprentices and, where applicable, subject to successful completion of the prescribed terms below, shall be:

			February 1, 2004
First six-month term	-	65%	$ *23.16*
Second six-month term	-	70%	*24.95*
Third six-month term		75%	*26.73*
Fourth six-month term	-	80%	*28.51*
Fifth six-month term	-	85%	*30.29*
Sixth six-month term	-	90%	*32.07*
Seventh six-month term	-	95%	*33.86*

For the period February 1, 2005 through and including January 31, 2006, wages shall be adjusted based on the Provincial Consumer Price Index and major components (Stats Canada web page). The average annual increase will be added to wages of all classifications as of February 1, 2005. This amount will be based on the Consumer Price Index from February 1, 2004 to January 31, 2005. The cap for the Cost of Living (COLA) is three percent (3%) for the year.

WAGE NOTES

Note 1
General Foreman shall receive 117% of the Journeyman wage rate.

Note 2
Foreman Cable Splicer shall receive 117% of the Journeyman Lineman wage rate.

Note 3
Foreman shall receive 115% of the Journeyman wage rate.

Note 4
Sub-Foreman shall receive 110% of the Journeyman wage rate.

Note 5
When working at an elevation of 26 metres (85 feet) or more above the ground on poles, bridges, towers, structures and fixtures, an employee's pay shall be computed as per the schedule and, in addition, he shall receive his regular hourly rate. In respect of towers, height will be computed using average footings of towers.

Note 6
Whenever an employee is working in a spacing buggy on a conductor he shall receive payment as provided for in Wage Note 5.

Note 7
Certification of First Aid Attendants shall be in compliance with the "Occupational First Aid Regulations." First Aid Certificate holders will be required to upgrade their Certificates upon expiry. Certificate holders shall be paid as follows:

Level I Certificate Training to be paid for and provided by the Employer.

Level II Certificate - $50.00 per two week pay period.

Level III Certificate - $60.00 per two week pay period.

Where the Employer requires Level II and Level III Certificates, training costs shall be borne by the Employer.

Note 8
Employees shall be paid every second Friday at 8:00 a.m. or as soon thereafter as possible, it being understood that the Employer may hold back not more than one (1) week's pay. If the regular payday falls on a holiday, employees shall be paid, if practicable, on the preceding working day.

Note 9
When an employee resigns or is terminated for any reason while in the field, he shall be paid for all time worked, plus travelling time and travelling expenses to his regular headquarters or point of hiring, whichever may apply. However, where an employee resigns or is dismissed for cause while in the field prior to the expiry of thirty (30) calendar days from date of hiring, he shall, in addition to being paid for time already worked, be paid only travelling expenses back to his regular headquarters or point of hiring, whichever may apply.

Note 10
Employees engaged temporarily in work classified as paying more than their regular rate, shall be paid at the higher rate for the time so worked. An employee engaged at such temporary work for one (1) hour or more in a four (4) hour period shall be paid the higher rate for that entire four (4) hour period. Temporary work in excess of four (4) hours shall require the higher rate to be paid for seven and one-half (7.5) hours.

Note 11
Employees engaged temporarily at work classified as paying less than their regular rate shall not have their rate reduced while so working. Employees shall not unreasonably refuse any work offered under this condition.

Note 12
For the purposes of Article 5.2 (b) and (c), the personal vehicle use distance allowance is an allowance provided in lieu of paid time and travel by the Employer.

This allowance, being in lieu of earnings and Employer provided transportation in addition to being a reasonable equivalency kilometre allowance, may not be subject to taxable earnings.

Note 13
Timely payment of wages and contributions to the funds and G.R.R.S.P. provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to pay wages and/or remit contributions to the funds shall be dealt with as follows:

(a) The Union will advise the Employer in writing of any delinquency.
(b) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturday and Sunday and holidays, the Union may then request a meeting with the Employer.
(c) Should the matter not be resolved at the above mentioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week, or, upon twenty-four (24) hours notice to the Employer, withdraw its members from the Employer without contravening the terms of this Agreement.

Note 14
All contributions to the Joint Electrical Group R.R.S.P. (GA91122) are considered income of the employee and must be included in Box 14 and Box 40 of his/her T4.

Approval to withhold tax at source may be received from Revenue Canada. If requested, D.A. Townley will register the Employer upon the receipt of the Employers' "Revenue Canada Employer Number."

ARTICLE 16 - COFFEE TIME

Employees shall be permitted a fifteen (15) minute rest period once each half shift. When coffee or other refreshments are consumed during rest periods, employees shall not unreasonably exceed the time provided.

APPENDIX "A"
HELICOPTER PROVISIONS

This Appendix to the Collective Agreement sets out the requirements in situations where the Employer utilizes helicopters.

Employees involved in working with helicopters shall receive the following payments.

1. An employee who, during the course of the day is not required to work with a helicopter but who is transported on the job by helicopter, shall for that day be paid one (1) additional hour of normal straight-time wages.
2. An employee, who during the course of a day is assigned to work directly with a helicopter and whose work during the day requires him to work on the ground, shall, for that day, be paid a premium equal to twenty-five percent (25%) of his straight-time rate for all hours worked during that day, and shall be paid as a Journeyman Lineman. An apprentice shall be entitled to the premium payments, however they shall continue to be paid as an apprentice.
3. An employee who, during the course of a day is assigned to work directly with a helicopter and whose work during that day requires him to work above ground, shall, for that day, be paid a premium equal to fifty percent (50%) of his straight-time rate for all hours worked during that day, and shall be paid as a Journeyman Lineman. An apprentice shall be entitled to the premium payments, however they shall continue to be paid as an apprentice.

   Nothing contained herein shall be construed or interpreted in such a manner as will entitle an employee in any one (1) day, in respect of the use of a helicopter, to claim any more than one (1) premium as specified.

   The words "assigned to work directly with a helicopter" herein, shall be deemed to apply only to employees expressly and specifically directed to perform work simultaneously, and in conjunction with the use of a helicopter at his station of work and nothing shall be construed or interpreted in such a manner as will entitle a worker to claim helicopter premiums for any other work performed on materials subsequently carried by helicopters or for work in advance of or preparatory to operations subsequently performed with the use of helicopters.

General Conditions

1. Any employee being transported on the job by helicopter shall carry with him hand tools and safety belt together with his lunch and rain clothing when appropriate. Other line tools and rigging supplies and miscellaneous material necessary for performance of the work shall be properly secured or stowed and carried together with a worker. No slung loads shall be carried while transporting men.
2. Riding in a helicopter shall not be a condition of employment.
3. There shall be a clear channel used for radio contact between the helicopter pilot and worker receiving or hooking or stringing at all times.
4. All pilots of helicopters that touch down on structures must be first familiarized and checked out by an experienced pilot on the proper procedures and touchdown places on the structure.

APPENDIX "B"

MAINTENANCE AND NEW CONSTRUCTION - ABOVE 60 KV

This Appendix sets out a provision that may apply to the maintenance and new construction of transmission circuits and equipment designed or operated at voltages above 60 KV in the province of British Columbia. When such projects are undertaken by the Employer, they may be discussed with the Union at a pre-bid, pre-job conference prior to the commencement of the project.

Notwithstanding anything herein, the Union in conjunction with the Employer bidding work, may determine on a project by project basis if special terms and conditions are required and should this need arise, may, by mutual agreement in writing, amend the terms and conditions of the Collective Agreement for the term of a specified project. Such revisions shall be discussed and agreed to at the pre-job conference.

APPENDIX "C"

JOINT LINE APPRENTICESHIP AND TRADESMAN TRAINING COMMITTEE

1. Committee

The Employer and the Brotherhood each agree to appoint equal representatives to a committee to be known as the Joint Line Apprenticeship and Tradesman Training Committee. The Employer and the Brotherhood agree to assign to the Committee the responsibility for developing and overseeing a program of development, upgrading and retraining where necessary for Journeymen tradesmen in every trade covered by the Collective Agreement. The Committee shall appoint two (2) of its number to the offices of Chairman and Secretary, and shall authorize them to represent the Committee in overseeing the Apprentice training program. The Committee may appoint subordinate committees for any of the trades covered by the Collective Agreement.

On any matter involving decision making related to financial transfers to a third party, committee decision-making shall be made on the basis of equal representation.

The Committee shall be responsible for:

(a) Determining the duration of the Apprenticeship program.
(b) Recommending upon the training, examination, educational requirements and physical standards required of apprentices.
(c) The selection and initial placement of Apprentices. In selecting Apprentices, preference will be given to Local Union 258 members in good standing, and providing they meet the requirements for the Apprenticeship program established under 1 (b) above, and subject to merit and efficiency.
(d) The rotation of Apprentices from location to location where applicable.
(e) The removal from the program of any Apprentice who fails to show satisfactory effort or progress.

2. General

(a) Definition

An Apprentice is an employee in training, and, as such, is entitled to be instructed in every aspect of the trade in which he is learning. He shall be permitted to use tools under the supervision of a Journeyman. The ratio of Apprentices to Journeyman shall not exceed one in four in any branch of the trade except by agreement between the Parties. Notwithstanding, the 4:1 ratio within the industry, no Employer shall have a ratio of Journeyman to Apprentices less than 2:1 respectively.

(b) Rotation

The rotation of Apprentices from location to location, as dictated by the demands of any training program, is regarded as being entirely distinct from the filling of vacancies.

(c) Vocational School

Vocational school training should be utilized where possible. In the absence of suitable vocational school training, it may be necessary to utilize correspondence courses. In some circumstances, night school training may be the only practical training available.

Textbooks, which will remain the property of the employee, shall be paid for by the Apprentice. Recommended reference books will be loaned by the Joint Line Apprenticeship and Tradesman Training Committee. Where indentureship is involved, Apprentices shall be indentured to the Joint Line Apprenticeship and Tradesman Training Committee.

The minimum pass mark for examinations administered by the Committee shall be established by the Committee.

Apprentices attending vocational school training, upon application to the Committee, shall be provided with a supplementary wage payment of one hundred dollars ($100.00) per week, for each full week in attendance.

(d) Removal from the Program

Since an effective Apprenticeship scheme depends on the orderly progression of the Apprentices to Journeyman status, the Committee may remove from the program anyone who fails to show satisfactory effort or progress.

Where an Apprentice's efforts or progress is not considered satisfactory, the Committee will counsel the Apprentice about the expected standards and requirements to remain in the program; failure to meet these will result in an extension or removal from the program.

(e) Dispute Resolution at the Joint Committee

In the event the Joint Committee is unable to reach a majority decision on any matter, the issues shall be referred by either party to expedited mediation/arbitration with Mark Brown, Manager Mediation and Registrar, LRB, or his designate for resolution within fourteen (14) days of referral.

3. Apprentice Lineman

The guidelines below are to assure the safety of the Apprentice and each employee involved in the training. They may be varied by the Journeyman to whom the Apprentice is assigned on a particular job. In all cases, variance of the guidelines will occur only following serious consideration of the abilities and progress of the Apprentice. Where such variances occur, the Journeyman will keep his supervisor informed. Under no circumstances shall an Apprentice Lineman be considered as part of the required complement of Journeymen Linemen until he has successfully completed his fifth term of the program.

An Apprentice Lineman shall not be called upon to come into direct contact with high voltage equipment or conductors that are potentially alive, except under the following guidelines and under the direct supervision of a Journeyman Lineman:

First month	-	no contact.
After one month	-	less than 750 volts A.C.
After 12 months	-	single phase live-line work.
After 18 months	-	all live-line work, excluding bare hand.
After 30 months	-	same restrictions as for Journeymen Linemen.

4. Administration for the term of the Collective Agreement only.
Notwithstanding the foregoing the parties agree that:

(a) The Employer shall chair the Committee.
(b) The office of the Committee shall be set up with the office of the Line Contractors and shall include:

- Administration staff.
- Books and accounting.
- Computerized database.

APPENDIX "D"

JOINT INDUSTRY RECOVERY PROVISION

The Parties agree that, notwithstanding the provisions contained within the Collective Agreement, the Union in conjunction with the Employer may determine, on a job-by-job basis, if special terms and conditions are required.

It is further agreed that where such consideration is given it shall be the sole purpose of retaining the work within the jurisdiction of the IBEW.

APPENDIX "E"

FORTY (40) HOUR WORK WEEK

Notwithstanding the provision of Article 6, and at the request of not less than seventy-five percent (75%) of the employees employed at a specific employer, the hours of work may be extended to a forty (40) hour work week, at straight-time rates of pay. The normal hours of work shall be 08:00 to 12:00 noon and 12:30 to 16:30 Monday to Friday. The lunch period shall be treated as provided for in Article 6.1.

At any time less than seventy-five percent (75%) of the employees employed by a specific employer disagree to working a forty (40) hour work week, the provisions of Article 6.1 shall apply, provided the employer has been given thirty (30) calendar days written notice and the agreed to change in hours have been worked for not less than sixty (60) calendar days. The provisions of Article 7 shall apply to all hours worked outside of the aforementioned agreed to hours.

LETTER OF UNDERSTANDING NO. 1

Electrical Contractor's Association of British Columbia

Line Contractors' Association of British Columbia

During 1994 negotiations for a revised Collective Agreement, the Parties acknowledged the value of collective employer representation for the industry.

The Employers agreed it was not the responsibility of the Union to demand as to whom the Employer should affiliate with to obtain the aforementioned.

Notwithstanding, the Union acknowledges that the Electrical Contractors' Association of British Columbia (E.C.A.) and the Line Contractors' Association of British Columbia (L.C.A.) are the most capable to achieve the interests of all Parties.

Therefore it is agreed that funding is required to meet the Employers' objectives and shall be provided by the Employers at a sum of $0.24 per hour for the L.C.A. and $0.15 per hour for the E.C.A., for all straight-time hours paid to employees covered by the Agreement.

These funds shall be remitted to and administered by D.A. Townley and Associates and shall be remitted not later than fifteen (15) days after the termination of the calendar month in which the hours were worked.

Cheques may be post-dated the fifteenth (15th) of the month. There shall be a penalty of fifteen percent (15%) per month for late remittances with a minimum of twenty-five dollars ($25.00).

Employers who are already members and/or remit dues to the E.C.A. or the L.C.A., due to contractual commitments under other Collective Agreements, are excluded from the above requirements.

LETTER OF UNDERSTANDING NO. 2

SUBJECT: ARTICLE 3 - HIRING PROCEDURES
LOCAL UNION 258 OF THE IBEW
MASTER LINE AGREEMENT

The Parties agree, pursuant to Article 3 of the Collective Agreement, to introduce, in part, a variance to the procedure for the supply of manpower requirements to the Employer.

This variance will allow the Employer the right to name call requests on the basis of fifty-fifty (50/50); that is to say, the Union may refer and the Employer may request to meet the requirements of employment opportunities with the Employer from the unemployed members registered with Local Union 258 of the IBEW.

This Letter of Understanding may be cancelled by either Party by giving thirty (30) calendar days notice to the other Party to the Collective Agreement.

LETTER OF UNDERSTANDING NO. 3

SUBJECT:

SHORT WEEK PERIOD (SWP) DAYS
TRANS POWER CONSTRUCTION LTD.
EMPLOYEES

During negotiations for a revised 1990 - 1992 Collective Agreement, the Parties agree to the following:

By mutual agreement between the Employer and the employees of Trans Power Construction Ltd., a SWP day fund may be established. This fund shall be derived by the employee electing to have 7.2% of his gross earnings deducted by the Employer and deposited by the Employer into the fund at the time the deduction is made. SWP fund credits shall be scheduled as time off by mutual agreement between the Employer and the employee.

In the event an employee resigns or is terminated, all fund credits held by the Employer shall be paid to the employee upon request.

LETTER OF UNDERSTANDING NO. 4

SUBJECT:

ARTICLE 10, GRIEVANCE AND ARBITRATION
PROCEDURE - GRIEVANCE PANEL

During negotiations for a revised Collective Agreement, the Parties agreed to introduce a variance to Article 10, the "Grievance and Arbitration Procedure" wherein it was agreed that a "Grievance Panel" should be established to hear unresolved grievances between the Parties.

Such hearings shall be mutually agreed to and concluded immediately prior to any matter being referred to Arbitration. The Grievance Panel shall be formed of three (3) members appointed by the Union and three (3) members appointed by the Employer or their respective representative(s). The appointees shall meet as required by either Party and in matters involving discipline including terminations. The Grievance Panel may be requested to meet within twenty-four (24) hours if requested by either Party to do so.

The Grievance Panel shall have the power to adjust or settle any dispute referred to it on a majority decision. A majority decision of the Grievance Panel concerning a dispute or grievance shall be final and binding, but failing a majority decision, either Party to a dispute may proceed to Arbitration. The method of selection of an arbitrator and/or panel of arbitrators shall be as agreed to by the parties.

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master line agr 2004

AGREEMENT SIGNATURES

In witness whereof the Parties hereto have unto affixed their hands and seals through their respective officer, on the 24th day of June, 2004 in Cranbrook, B.C.

FOR THE EMPLOYER

_____

FOR THE UNION
LOCAL UNION 258 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

_____

DOUGLAS S. McKAY
Business Manager and
Financial Secretary

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LIST OF SIGNATORY EMPLOYERS

The following contractors are signatory to this Agreement. The Electrical Contractors Association of British Columbia (E.C.A.) signs on behalf of their members and the Line Contractors' Association (L.C.A.) signs on behalf of their members.

A-Powerline Contracting Ltd. (L.C.A.)
Advanced Powerlines Ltd. (L.C.A.)
Aerial Contractors Ltd. (L.C.A.)
Aerostar Power (Ind.)
Alley Power Line Contracting Ltd.
Allteck Contractors Inc. (L.C.A.)
Alta Lake Electric Ltd. (L.C.A.)
Arctic Power Systems B.C. Ltd. (L.C.A.)
Arrow Installations Ltd. (L.C.A./E.C.A.)
B & T Line Equipment Testers Inc. (L.C.A.)
B & G Power Systems Ltd. (Ind.)
BT All Powerline Construction Ltd. (L.C.A.)
B.C. High Voltage Industrial Ltd (Ind.)
Bridge Creek Power Ltd. (L.C.A.)
Central Island Powerline Ltd. (L.C.A.)
Coast Power Lines Ltd. (L.C.A.)
Eafab Electric (Ind.)
Edwards Powerline Ltd. (L.C.A.)
ESC, Electrical Service Contracting Ltd. (L.C.A)
Fraserview Electric Ltd. (Ind.)
Galbraith Powerline Contracting Ltd. (L.C.A.)
Glenn Power Contractors (1994) Ltd. (L.C.A./E.C.A.)
Highland Powerlines Ltd. (L.C.A.)
High Voltage Services (Ind.)
Horizon Developments Ltd. (E.C.A.)
JACO Environmental Systems Inc. (Ind,)
JACO Powerlines Ltd. (L.C.A.)
J.M.N. Contracting Ltd. (Ind.)
Kodiak Powerline Contractors Ltd. (L.C.A.)
Martech Electrical Systems Ltd. (E.C.A.)
Midway Power Line Services Ltd. (L.C.A.)
Pacific Electrical Installations Ltd. (L.C.A.)
Plowe Power Ltd. (L.C.A.)
RR Interior Power & Electric Ltd. (L.C.A.)
Roche Power (Ind.)
Rush Electric Ltd. (L.C.A.)
Skeena Power Systems (Ind.)
Skyline Power Ltd. (L.C.A.)

Stan-Mac Line Construction Ltd. (L.C.A.)
Sunset Powerlines Ltd. (Ind.)
Trans Power Construction (1999) Ltd. (L.C.A.)
Twin River Power Ltd. (L.C.A.)
Vancouver Island Power Line Ltd. (Ind.)

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