

# **AGREEMENT**

*Between*

**BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY**

*And*

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

*RELATING TO*

**WAGES AND WORKING CONDITIONS**

**EXPIRY DATE 31 MARCH 2010**

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## AGREEMENT

This Agreement made and entered into by and between:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, an Agent of the Crown in Right of Province of British Columbia with its Corporate Office at 333 Dunsmuir Street, Vancouver, British Columbia,

(hereinafter called "the Employer")

OF THE FIRST PART,

AND:

LOCAL UNION 258 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, being a trade union within the meaning of the Labour Code of British Columbia (R.S.B.C.1973, Chapter 122) and amendments thereto,

(hereinafter called "the Brotherhood" and sometimes referred to as "the Local Union")

OF THE SECOND PART.

WHEREAS the Employer and the Local Union recognize the vital importance of the continuity of the service provided by the Employer to the people of British Columbia and confirm that in the paramount public interest the undertakings of the Employer must proceed expeditiously, efficiently and economically, and with these ends in mind and with the view of creating and maintaining continuing harmonious labour-management relations the employer and the Brotherhood wish to make a common collective agreement with respect to the employees of the Employer for which the Local Union is certified.

AND WHEREAS the Employer and the Brotherhood have carried on collective bargaining, and the Employer and the Brotherhood are prepared to enter upon a common collective agreement upon the terms and conditions contained herein.

AND WHEREAS it is recognized that this Agreement is a contract between parties of equal status.

NOW THEREFORE, subject to applicable legislation, the Parties mutually agree as follows:

## **Article 1**

### Liaison Meetings

It shall be the intent of the Parties that liaison meetings between the Local Union and senior representatives of the Employer shall be held annually. Special meetings shall be held if required. The Parties shall undertake to settle problems relating to the Agreement at these meetings but excluding specific grievances currently being processed.

## **Article 2**

### Technological Improvements and Automation

- (a) Both parties must have an interest and concern about the impact on manpower and conditions of employment resulting from technological improvements and automation. Both parties must make every effort to utilize scientific improvements to the best advantage of the Employer and its employees.

For the purposes of this Article "technological change" is defined as a change in facilities or working methods which would result in the discharge or significant reclassification of any regular employee.

For the purposes of this Article an "older worker with extensive seniority" is defined as an employee whose age plus service equals 65.

- (b) The Parties agree to cooperate in the joint effort necessary to anticipate and deal effectively with mutual problems resulting from technological change and to ensure maximum benefits from such changes for both the Employer and its employees. The Employer agrees to make information consistent with this purpose available to L.U. 258.

The Parties will study the effects of technological change on the utilization of manpower, including data on technological changes as they occur, and will cooperate with any governmental committee or other groups dealing with matters of a similar nature.

The Employer will provide a minimum of six months advance notice to L.U. 258 of all technological changes that are likely to displace employees. The Employer agrees to provide annually a five year forecast of its manning requirements and electrical system plans.

- (c) (i) Those employees displaced or likely to be displaced through automation and technological change and for whom the Employer has no foreseeable vacancy that utilizes their present skills shall be referred to the Apprentice and Trades Training Committee. That committee will evaluate the employee's work history and qualifications and recommend to the Parties a program for the training and/or upgrading of such employees at the Employer's expense. If the employee has not obtained a bulletined position after completing training and/or upgrading program, the Parties agree that the employee may then be posted to any location within the Authority to a regular job vacancy that has not been filled through the normal bulletining procedure.
- (ii) An older worker, as defined, who is not capable of adapting to new skills or who declines training shall, if the employee so chooses, utilize seniority to apply for any job vacancy to which the employee is capable. Should an employee choose this option, their rate of pay shall be red circled if selected for a lower paid job. Should the employee decline this option, they shall receive one week's severance pay for each year of service with the Employer.

For the purpose of this clause red circling means "the employee's present rate shall be maintained until the job rate overtakes".

- (d) Notwithstanding the provisions of (b), (c)(i) and (ii) a regular employee whose position has been phased out by technological change will, subject to paragraph (e) below, continue to draw their regular weekly pay provided the employee is willing:
  - (i) to accept other employment with the Employer at an equal or better rate of pay;
  - (ii) and if required by the Employer, with the Employer paying the costs, to move to another locality or headquarters.
  - (iii) to study diligently to the satisfaction of the Apprentice and Trades Training Committee such training programs as may be decided by that committee to fit the employee for a new position.
- (e) Employees accepted into an apprentice program as a result of the application of Article 2 shall be paid in accordance with Appendix "B".
- (f) Refer to Appendix F for application of (a), (b), (c), (d) and (e).

## COVERAGE

### Article 3

- (a) This Agreement shall apply to, and be binding upon, all employees of the Employer described in the certification as referred to in the Declaration of Successor Status issued to the I.B.E.W. Local 258 on the 3rd day of October 1967 and as varied on 19 August 1981 and which are those:

"employees in British Columbia in the production, generation, storage, transmission and distribution of electrical energy and related work, including work on prime movers, generators, water and fuel storage facilities, dams, pipelines, communications and controls, and without limiting the generality of the foregoing, those employed in building maintenance, vehicle servicing and vehicle stores of the electrical and gas group and those employed on the assembly, construction, installations, erection, dismantling, operation, maintenance, repair, overhaul, renovation, renewal, testing, inspection, transportation and handling of all plants, materials, equipment, tools, apparatus, appurtenances and other effects required therefore, except those excluded by the (Labour Relations) Act and those who are employed on the clearing and preparation of new rights-of-way, storage basins and related access roads and sites, and those covered by subsisting certifications".

- (b) Should it become necessary during the life of this Agreement 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 shall be discussed and agreed upon prior to introduction. In the event that the Brotherhood and the Employer are unable to agree on an appropriate classification and rate, the dispute shall be submitted by either party to arbitration in accordance with Article 16(i), within fifteen days from the date of disagreement to establish the classification and rate to be paid.
- (c) Other things being equal the Employer will place its contracts to perform electrical construction with contractors employing organized labour. The Employer will require its contractors to pay the fair rate of wages and provide the fair working conditions which prevail in the vicinity of the work. Either party may request the Minister of Labour of the Province of British Columbia to establish standards of fair working conditions and rates of pay and to investigate alleged infractions.
- (d) Where the Employer proposes to use contractors employing unorganized labour for the purpose of constructing distribution lines (excluding civil work) the Employer shall require such contractors to maintain standards of wages and working conditions prevailing under Part VIII of this Agreement.

- (e) The provision of Section 3(d) above shall not apply to individuals or groups of individuals who are eligible under Rural Electrification Assistance Plans.
- (f) Notwithstanding any other section of this Agreement, regular employees of the Employer shall not be terminated from employment or sustain a reduction in pay rate or loss in classification status as a result of the Employer placing its work with outside contractors.
- (g) BC Hydro will indemnify and hold harmless BC Hydro employees from legal liability imposed upon them arising from their normal course of employment. BC Hydro does not and cannot be expected to assume risk from mistakes by employees which are made by going beyond the scope of their employment or which arise from grossly negligent or irresponsible conduct. It is understood that this coverage applies to former employees if the incident giving rise to liability took place during the course of their employment with BC Hydro. In most situations covered by this indemnity agreement the interest of BC Hydro and the employee will coincide and BC Hydro will carry the defense of the action.

#### **Article 4**

##### **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 31 March 2010 or thereafter until a new or revised Agreement is signed.

Either party to the Agreement may, at any time within four 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) of the Labour Code of British Columbia (R.S.B.C. Chapter 122) as amended is hereby excluded pursuant to Section 50(3) of the said Code.

#### **Article 5**

##### **Check Off, Layoff, and Hiring**

- (a) All employees covered by this Agreement, if the Local Union so requires, shall make an immediate assignment of dues. All employees covered by this Agreement, if not already members of the Brotherhood, shall make immediate application for membership and shall become and remain members in good standing of that organization while employed in any capacity by this Agreement.
- (b) 1. Regular Employee Layoff/Recall

Layoffs of regular employees will be conducted on a system-wide seniority basis. On reduction of regular staff through slackness of work, last on, first off; last off, first on, and an employee shall not be considered a new employee in restarting. The employee designated by this procedure shall have the option to:

- (i) accept layoff to the recall list; or
- (ii) accept any regular position which may be offered by the Employer provided that the Union agrees to waive the posting of a job bulletin. The Employer agrees to pay moving expenses in accordance with Article 15(e)2. An employee displaced under this provision shall be subject to Article 18(b); or
- (iii) provided the designated employee is qualified as covered by the Agreement, the employee may replace the most junior employee in their seniority group who is in a headquarters within the same municipal area or town. Paid moves do not apply under this option. It is understood the designated employee may be required to elect between this option and (iv) below without being provided information regarding bumping options under (iv).

If replaced, the junior employee becomes the designated employee and is provided with options (i) and (ii) above, and (iv) below.

This provision is to be applicable within the boundaries of a recognized municipal area or town and as such it will not apply to some headquarter locations.

- (iv) provided the designated employee is qualified as covered by the Agreement, they may replace the most junior employee in their seniority group within their divisional territory or the most junior employee in their seniority group on the system.

Should the replacement be in the divisional territory, the employee they replace shall have the opportunity to accept layoff to the recall list, or replace the most junior employee in their seniority group on the system, or if offered by the Employer placement per (ii) above.

For the purpose of this Article, there shall be four divisional territories, i.e. the Lower Mainland/Fraser Valley, the Central Interior including the North Coastal area, the Southern Interior and Vancouver Island.

An employee who is designated by this procedure will not suffer any loss in straight-time earnings and benefits during the period of relocation.

2. Should regular employment in the classification previously held become available at their old headquarters, the employee who has been displaced shall have first choice to return there. If more than one employee is involved, seniority shall be the determining factor.

The employee shall lose their option under this clause if they:

- (i) reject the first opportunity to return to their old headquarters;
  - (ii) have bulletined out of their new headquarters and taken a job elsewhere.
3. The Employer shall not be required to re-engage an employee who had been on regular staff and out of service for more than 24 months.

For the purpose of recall an employee on layoff shall have the responsibility of notifying the Employer and the Union of a change of address.

4. Layoff Seniority

Layoff seniority is defined as a regular employee's total unbroken regular bargaining unit service with the Employer and predecessor companies. When computing length of service to determine seniority, time lost due to sickness or accident or leave of absence for military service or Local Union business shall be counted as time worked. Effective 1 September 1982 time lost due to a period of layoff where an employee is out of service 24 months or less (after 1 September 1982) shall be included as continuous time for the purpose of calculating layoff seniority.

Employees brought into the IBEW L.U. 258 bargaining unit as a result of the certification variance issued 19 August 1981 shall have their layoff seniority calculated on the basis of their total unbroken regular service within the IBEW Local Union 258 and former ATU bargaining units.

In the event two or more employees have the same seniority date all previous service (temporary and regular) shall then be used to determine the junior employee.

5. Layoff Seniority Groups

Each regular employee shall only be in one seniority group as determined by their current regular classification status.

The Brotherhood is responsible for the method of preparation of seniority lists for the various classifications and the Employer will make copies of current lists available to the Brotherhood.

6. Layoff Notice/Severance Pay

An employee who is designated for layoff shall be given 2 weeks written notice provided that the employee has completed a period of employment of at least 6 consecutive months. Notice will increase to 3 weeks on completion of a period of employment of 3 consecutive years; thereafter, one additional week's notice for each subsequent completed year of employment. The period of notice shall not coincide with an employee's annual vacation.

In lieu of the notice provided herein, the Employer may elect to:

- (i) pay an employee severance pay equal to the period of notice required; or
- (ii) provide a combination of notice and severance pay equal to the period of notice required.

7. Apprentice Layoff/Recall

Prior to a Journeyman/woman being laid-off for a slackness of work, all apprentices in the same trade category shall be released from their program. However, where the Employer offers a Journeyman/woman designated for layoff placement within their trade under Article 5(b)1.(ii), regardless of whether there is agreement to waive a bulletin, this provision shall not apply. If the designated Journeyman/woman does not accept the position, placement shall then be offered to those employees in the same trade who are subsequently bumped under 5(b)1.(iii) and (iv).

No Journeyman/woman shall be declared surplus in a headquarters in which there is an apprentice in the same trade.

Except as provided in 7(ii) below, indentured apprentices who have not graduated from their apprentice program shall not be affected by the layoff procedures described in Article 5(b)1. In lieu thereof a reduction in the number of apprentices will be conducted as follows:

- (i) Indentured apprentices shall be released from each apprentice program in the reverse order of their total time, excluding extensions due to unsatisfactory progress, on the apprenticeship program concerned. Each indentured trade is

a separate apprentice program. There shall be no bumping between apprentice programs. Where two or more apprentices have identical time on their apprentice program, seniority as calculated in Article 5(b)4 above shall be used to determine the junior employee to be released from the program.

- (ii) An apprentice who is released from their apprentice program under 7(i) above who has unbroken regular bargaining unit service immediately prior to being appointed to their apprentice position shall revert to their regular classification and layoff seniority group as at date of selection to the apprentice program. An apprentice who reverts to their former regular classification will be deemed to be a "designated employee" and, provided with the options under Article 5(b)1. An apprentice who reverts to their former regular classification will have their layoff seniority calculated in accordance with Article 5(b)4.
- (iii) An apprentice who is released from their apprentice program under 7(i) above and who does not have unbroken regular bargaining unit service immediately prior to being appointed to their apprentice program shall be laid off.
- (iv) Effective 5 November 1986 the recall of apprentices to each apprentice program shall be on the basis of the reverse order that they were released from each of the apprentice programs. There shall be a separate recall list for each apprentice program and Article 5(b)2 shall not apply. A former apprentice shall forfeit their recall rights under this clause where they reject their first opportunity to be recalled to their apprentice program or are selected to another apprentice position. A former apprentice who is laid-off and out of service retains recall rights to their apprentice program for 24 months following the date of release from their apprentice program.

#### 8. Graduate Apprentices

Apprentices who have graduated are excluded from the headquarter reversion process and Article 5(b)2. In the event a graduate is in a headquarters and classification in which a slackness of work is identified the graduate will be deemed to be the designated employee notwithstanding seniority.

#### 9. Notwithstanding the agreed to changes to Article 5(b) during the 1983 and 1986 negotiations the parties agree that the Hope Arbitration Awards on layoff (dated 18 January 1983, 21 February

1983, 7 March 1983, 10 March 1983) shall continue to apply unless the agreed to changes specifically alter the awards.

- (c) The Employer will advise the Union office of all vacancies arising from a failure to gain replacements or new employees through the procedure outlined in Article 18 (Bulletining and Selections). The Brotherhood undertakes to supply well-qualified personnel for consideration.
- (d) In making its selection, the Employer will give preference to Local Union 258 IBEW members in good standing, who have been directly employed by the Employer, subject to reasonable consideration of merit and efficiency. If members who have not worked previously for the Employer are referred, they will be given consideration along with other candidates.
- (e) Age will not be a discriminating factor in hiring. Hiring will be subject to reasonable employment and reasonable medical standards of the Employer.
- (f) In addition to the provisions that apply to regular employees, the following provisions apply to regular employees assigned to work with Construction Business Unit.

Regular employees temporarily assigned to Construction Business Unit, will receive the conditions of employment and rates of pay determined in Parts I to VII of this Agreement as applicable.

Notwithstanding the foregoing, regular employees, upon transfer to Construction Business Unit shall have the option of resigning from regular service with the Employer, and without recourse, assuming employment as temporary employees.

## **PART I**

### **GENERAL CLAUSES**

#### **Article 6**

- (a) Except where specifically provided otherwise, the provisions of the Articles in Part I - "General Clauses" shall apply to all employees covered by this Agreement.
- (b) Letters or memoranda of understanding which may be written are to be signed by the Employer and the Brotherhood, and are effective for the duration of the current Collective Agreement. Upon expiry they may be extended by mutual agreement between the parties in writing.
- (c) The parties to this collective agreement are committed to the principle of achieving a workforce diversity reflecting that of Hydro's customers. This will be achieved, subject to qualifications, by providing equal access to employment and development to all people including people with disabilities, visible minorities, women and aboriginal people. The parties also agree to cooperate in formulating and implementing programs designed to ensure equal opportunity, and commit to bias-free communications with one another.
- (d) The parties agree to promote a work environment in which all employees are treated with respect and dignity, and are free from harassment in the workplace.
- (e) The parties are committed to achieve, without undue hardship, equality in the workplace by providing reasonable accommodation to both employees and job applicants with disabilities.

#### **Article 7**

##### **Union Business and Cost Sharing for Joint Committees**

- (a) The Employer agrees to furnish the representatives of the Brotherhood a pass through the Employers' shops and stations.
- (b) Employees who become duly authorized full time business representatives of the Local Union, shall be placed on leave of absence with time involved considered as time worked with the Employer. The

Employer shall grant leave of absence without pay, but including concessions, pensions and benefits for the period covered by their leave of absence. The Brotherhood will pay the Employer's share of such concessions, pensions and benefits.

- (c) The present practice of apportioning cost of the standing committees will continue as follows:

	Board & Lodging	Wages	Transportation
Union Members	Union	Employer	Employer
Employer Members	Employer	Employer	Employer

**Article 8**

**Elimination of Previous Job Descriptions**

With execution of this Agreement certain job classifications which previously existed have been eliminated. It is the intent of the parties that no employee will be adversely affected thereby. Specific situations will be described and covered by an exchange of letters between the parties.

**Article 9**

**Emergency Transportation**

In the case of an emergency which results from the illness of or an injury to an employee or their immediate family residing with them and which requires emergency transportation for medical attention, the Employer shall arrange for such transportation to the nearest hospital. Payment for such transportation by Hydro is subject to the approval of the Employer. The areas of the Employer's operations affected by this clause will be those isolated locations where only emergency transportation would be effective, e.g., Bridge River, La Joie, Clowhom, Whatshan, Ash River, etc.

## Article 10

The following appendices shall be a part of this Collective Agreement.

Appendix	Subject
"A"	Memoranda of Understanding 2, 3, 4, 5, 7, 8, 10, 12, 13, 14, 15, 16, 18, 20, 21, 23, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, <u>36, 37, 38, 39, 40, 41, 42, 43</u>
"B"	Apprentice and Trades Training Committee.
"C"	Isolation Pay.
"D"	Deleted.
"E"	Interpretation of Article 15(f)(ii).
"F"	Application of Article 2(a)(b)(c)(d)and(e).
"G"	Trouble Technicians.

## WELFARE PLAN

### Article 11

(a) Medical Services Plan

The Employer shall pay 100% of the premiums for medical coverage provided through the Medical Services Plan of British Columbia.

(b) Extended Health Benefit Plan

The Employer shall pay 100% of the cost to provide extended health benefits equivalent to Level 2 of the Extended Health Care Plan in existence on January 1, 2006.

(c) Dental Plan

The Employer agrees to provide at its cost a dental plan for all eligible regular employees covered by this Agreement. The benefits under the plan will be equivalent to Level 2 of the Dental Plan in existence on January 1, 2006.

(d) Accident Insurance

The Employer agrees to pay 100% of the premiums for an Accident Insurance Plan, providing for 24 hour coverage. Subject to the terms of the plan, the maximum death benefit shall be \$200,000.

(e) Group Life Insurance

Effective 1 July 1989 the Employer agrees to pay 100% of the premiums for a group life insurance plan for all eligible regular employees covered by the agreement. Coverage during employment is for 200% of annual basic earnings rate.

(f) Sick Leave and Income Continuance (Long Term Disability) coverage will be as follows:

It is the intent of both Hydro and the Union that sick leave is provided to cover legitimate sicknesses and off-the-job injuries.

(i) Sick Leave (Short Term Disability)

Effective 1 January 1990, all regular employees regardless of length of service will be eligible for sick leave at full pay during the qualifying period (off 105 calendar days within a continuous 26 week period) for benefits under the income continuance (long term disability) plan.

Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees attributable to that portion of the settlement or damages representing lost wages, but not more than

those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

- (ii) B.C. Hydro Sick Leave Bank: Employees as at 19 June 1989 will, effective 1 January 1990, have a non-recurring sick leave bank established according to the following:

Full Sick Leave Entitlement As at 1 January 1990	B.C. Hydro Sick Leave Bank in Days
50	1.6
55	5.0
60	8.3
65	11.6
70	15.0
75	18.3
80	21.6
85	25.0
90	28.3
95	31.6
100	35.0

This bank shall be used as a one time supplement to earnings while the employee is in receipt of long term disability benefits, at the employee's request. Payout of banked time will be 5 days per 3 weeks of continued disability.

- (iii) Income Continuance (Long Term Disability)

The employer agrees to pay 100% of the premiums for an income continuance (long term disability) plan. An employee unable to work due to sickness or injury will become qualified for benefits as provided under the Plan as at April 1, 1993 following 105 calendar days of absence. Benefits will be payable in the amount of 66 2/3% of the employee's basic earnings rate for a period of time as provided under the Plan as at April 1, 1993.

Effective (May 17, 1996), employees on Long Term Disability will be eligible for annual indexing of their benefits to the Canadian CPI on their thirty-seventh month. The indexing increase will be implemented on 01 January of each year and will be based on the CPI in the preceding 01 October to 30 September period. The first CPI index increase may be prorated based on the number of eligible months in the previous year.

- (iv) Employees may elect to be covered by the benefit package in this Agreement or, alternatively, optional benefit packages as set out by the employer.
- (vii) If an absence due to sickness exceeds three consecutive working days or if five separate absences occur during a 12 months period, a medical certificate from the employee's personal physician may be required by Hydro. Employees shall be reimbursed for charges levied by the physician for producing the medical certificate.

## **Article 12**

### **WCB Supplement and Jury Duty**

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 their straight time take home pay, based on the employee's basic rate of pay. The employee's combined WCB payment and supplement will be adjusted to reflect any changes to the employee's basic rate of pay.

An employee requiring leave of absence to report for jury duty or subpoenaed witness in a criminal case will receive their normal straight time wages for that day and will not normally be required to work during the eight (8) hour period immediately preceding the court's requirement. Where leave of absence is paid the Employer will receive any payments in lieu of wages made by the court.

## **METHOD OF PAYMENT**

### **Article 13**

- (a) Employees shall be paid every two weeks on every other Friday. The Employer may pay by direct deposit and shall establish where possible a standard hold-back and a common date for pay days throughout the operations of the Employer.

The basic rates for all categories set out in the Wage Schedules shall be hourly.

- (b) When working at an elevation of 26 metres (85 feet) or more above the ground on poles, bridges, towers or structures, any employee's pay shall be computed as per schedule plus their regular hourly rate.
- (c) Shift employees shall be paid for 10 days' work (75 hours) in each pay period (with adjustments for overtime and lost time), even though more or fewer than 10 days (75 hours) may be scheduled as working days during the period.

- (d) Employees engaged temporarily at a work classification paying more than their regular wage rate shall be paid the higher rate for the time so worked. However, if an employee works 60% or more of their regular working hours plus any stand-by time during any period at the higher classification, the employee shall be paid the higher rate for all time worked in the pay period including overtime and stand-by time.

If an employee is temporarily engaged at two higher classifications during their regular working hours plus any stand-by time which together totals 60% or more of their straight-time plus stand-by time in the pay period, the employee shall be paid as per the following example:

	Worked	Straight Time To Be Paid
A.	Foreman/woman Sub-Foreman/woman Power Line Technicians	Foreman/woman's rate for 75 hours
	30 hours 15 hours 30 hours 75 hours	
B.	Foreman/woman  Sub-Foreman/woman Power Line Technicians	Foreman/woman's rate for 15 hours Sub-Foreman/woman's rate for 60 hours.
	15 hours  30 hours 30 hours 75 hours	

Paid annual vacation, vacation overtime (V.O.), statutory holidays, quarterly vacation time (Q.V.), sick leave and Workers' Compensation will not be affected by Article 13(d) nor will they, as well as overtime, be included in the calculation to make up the 60%.

Where less than one day or shift is spent at work at a higher classification a minimum of four hours' pay at the higher rate will be paid for periods of four hours or less. A regular day or shift at the higher rate will be paid for periods greater than four hours.

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, if no work of their trade is available to them. This applies to short-term changes not recorded in the employee's records.

- (e) The wage rates for temporary employees shall be computed in accordance with Article 55. In addition, all temporary employees including Labourers shall enjoy the benefits provided in Article 54.
- (f) Payment for annual vacations will be based on the employee's basic rate of pay prior to the vacation, or at the rate of 6%, 8%, 10% or 12% of the previous calendar year's earnings, whichever is greater.

- (g) Payment for statutory holidays and for other leaves with pay such as jury duty, compassionate leave, etc. shall be based on the employee's basic rate of pay prior to the statutory holidays or the day the leave commences.
- (h) Payment for Workers' Compensation supplement will include straight time wages and, where applicable, tool allowance. For shift workers the calculation of normal straight time pay will also include the shift premiums provided in Articles 20(b)4(a) and (b) on the basis of the differential paid during the second last complete pay period prior to the absence.
- (i) Payment for sick leave will be based on the employee's basic rate of pay prior to the day sick leave commences.
- (j) Payment, if any, to supplement income continuance will be based on the employee's basic rate of pay prior to the day sick leave commences.
- (k) Income continuance benefits from the carrier will be based on the employee's current basic rate of pay.
- (l) Group life insurance benefits will be calculated on the current basic rate of pay. Changes in basic rates of pay will be recognized, but no retroactivity in group life insurance coverage amounts will occur.
- (m) Union dues, when related to earnings, will be set on the basis of base rates as of any general increase dates, with no retroactivity involved.
- (n) Payment for Q.V. days off will be based on the employee's basic rate of pay prior to the Q.V. days taken off.
- (o) An employee who is temporarily promoted to replace a salaried supervisor will be paid at a rate equal to 110% of the highest paid I.B.E.W. employee regularly assigned to the work crew. The temporarily promoted employee may, in addition to performing the duties associated with the temporary promotion, perform work within their basic classification.
- (p) Employees have the right to sign their timeslips before being submitted for payment. Employees will be advised, in writing if necessary, of any changes made to their timeslips.
- (q) Employees who are actually engaged in working in and under helicopters shall be paid a premium of 25% over and above the wage rates as calculated under Article 13(e) or as set out in Part VII (Article 44) of the Agreement.

Employees assigned to work above the ground, and outside of a helicopter, shall be paid a premium equal to fifty percent (50%) of their straight-time wages for the time so worked. The Employer shall provide a minimum Life Insurance in the amount of one hundred thousand dollars (\$100,000) for all employees assigned to actually work with helicopters.

- (r) Temporary employees in receipt of W.C.B. payments shall continue to receive their supplemented income, in accordance with Article 12, from the Employer until they would otherwise have been laid off in accordance with Article 5(f) or Article 47(b). The employee shall submit W.C.B. cheque stubs to their supervisor who will arrange for supplemental payments through Pay Department.
- (s) Reduced working hours time off shall be taken at the employee's normal straight-time rate. Once each year, or at the time of termination a calculation shall be made on the basis of 7.143% of gross straight-time earnings. Any excess of this amount over the amount earned at normal straight-time rate for that year shall be paid to the employee in cash. Any deficiency will be deducted.

## **ACCOMMODATION AND LIVING EXPENSES AT PERMANENT HEADQUARTERS**

### **Article 14**

- (a) The Employer and the Union each agree to appoint three representatives to the Joint Housing, Attraction and Retention Committee. The Joint Committee shall discuss problems related to housing, including Hydro housing purchase option plans, in isolated areas during the life of this agreement. The Joint Committee shall also discuss problems related to attraction and retention of employees in specific locations as identified by the Employer and make recommendations on attraction and retention provisions. The Employer may choose to implement all, part or none of the Joint Committee's recommendations on housing purchase option plans and attraction and retention provisions. Where appropriate, the Joint Committee may appoint subordinate committees to assist them.

Hydro housing rentals in effect at the commencement of this agreement shall remain in effect until reviewed by the Joint Committee. During the life of this agreement, changes in rental rates will be made by the Employer on the recommendation of the Joint Committee. In the event that such recommendations are not acceptable to the parties hereto or in the event that the Committee is unable to arrive at a recommendation, the matter will be resolved by negotiation between the Employer and the Union with arbitration if required. The basis of payment of isolation allowances and the terms of reference of the Joint Committee established to review and adjust isolation indices and to make recommendations with respect to the payment of educational subsidies shall be as recorded in Appendix C. The parties agree that indexing (using Statistics Canada's Annual Rental Accommodations Consumer Price Index for Canada) will apply effective May 1 every year.

- (b) The Employer will provide rental housing for married personnel at isolated areas as will be determined mutually from time to time.

Normally board and lodging will not be provided for married employees residing on site with their families, nor will these employees be supplied with casual meals at the cookhouse, except under the provisions of Article 21(h).

Where an employee's family has taken up residence away from the site, the employee shall be entitled to the provisions of Article 14(c).

- (c) The Employer shall maintain a cookhouse or arrange for equally suitable eating facilities at any particular isolated location when more than three employees are living in employees' quarters. When requested a cook will be provided in all cases where such residence exceeds two days. Charges to employees will be at the rate of \$2.30 per day for each calendar day that they utilize this service. Employees who are assigned to temporary duty in circumstances where it is essential that they cook for themselves will be allowed \$63.00 per day by the Employer for food and cooking. Where the employer supplies single employee's lodgings, charges to employees will be at the rate of \$0.70 per day for each calendar day they utilize this service. When both eating facilities and single employee's lodgings are provided, charges to employees will be at the rate of \$3.00 per day for each calendar day they utilize both services.
- (d) When employees terminate up to forty days shall be allowed for vacating Employer's premises.

## **HEADQUARTERS, TRANSPORTATION AND TRAVELING EXPENSES**

### **Article 15**

When employees must be transported by water the transportation provided by the Employer, whether owned by or rented to the Employer on single seat or charter basis, must conform to standards of D.O.T. and W.C.B. or similar ruling bodies.

- (a) Each employee shall have an assigned headquarters and this will be the point where an employee normally reports to commence work, such as line room, power house, meter room, warehouse, or office, etc.
- (b) Time spent in travel between headquarters and the work-site at the commencement and termination of each day's work will be paid for as time worked.
- (c) An employee directed to work away from their headquarters shall be notified whether the change is to a position of a continuing nature or to a temporary job.

- (d) If the change is to a position of a continuing nature and is outside the municipal area or town in which the employee's assigned headquarters is located, and where the employee chooses to move closer to the new headquarters, the Employer will pay the cost of personal traveling expenses and transportation of household effects should the employee change their place of residence. In addition in cases of Crew Supervision or promotion and directed moves, the Employer will reimburse regular employees for Realtor's commission in selling their present home, legal fees in purchasing a new home, mortgage penalty or break lease penalty for three months interest or the equivalent amount if calculated as an interest differential to a maximum of \$3000, and receipted, incidental expenses, up to a total of \$350.00, for such items as cleaning, disconnecting and reconnecting appliances, etc. Other employee moving situations may require additional consideration and/or additional payments and may be applied with the approval of the responsible Senior Vice President.

The Employer will also allow time off with pay for the purpose of obtaining and moving into another home. The amount of time off to be at the discretion of the employee's Manager or delegate. Such time off will be in addition to any entitlement otherwise provided in respect to time spent in travel to the new location. Should it not be possible to obtain suitable living quarters at the new location immediately, an allowance will be made for reasonable living expenses. The point to which the employee is then assigned to report for duty will become their assigned headquarters.

- (e) Employees will bear all costs associated with a move or transfer completed at the request of the employee except that, in the following circumstances, the Employer will assume such costs, if incurred:

1. where a regular employee is promoted;
2. where an employee successfully applies for a bulletined vacancy of a continuing nature and where the job disappears after assuming it;
3. where the employee has more than four years' service and has not been moved at the expense of the Employer within the previous four years, except where the last move was initiated by the Employer.

Four years' is calculated starting at the date of the letter of selection offering the last employee-initiated paid move to the date of the current letter of selection. For employees new to the Local 258 bargaining unit, the initial date for purposes of defining four years shall be the date of entry into a bargaining unit classification as a regular employee;

4. where a regular employee, or a temporary employee with one or more years' service, is appointed to the apprenticeship program;

5. where a recently graduated apprentice is appointed to their first Journeyman/woman position of a continuing nature.
- (f)
    - (i) If the change is of a temporary nature, travel time and reasonable expenses of board, lodging and travel incurred by employees will be borne by the Employer in circumstances where employees are assigned to duties which preclude the commencement and termination of each day's work at their assigned headquarters, as defined in Article 15(a).
    - (ii) If the change is to a temporary headquarters to which an employee reports directly at the commencement of the working day, the employee shall be compensated for any additional travel time and expenses should the distance in road kilometres from their home to the temporary headquarters be greater than the distance in road kilometres from their home to their regular headquarters. Time spent in additional travel by the employee shall be paid as time worked. Additional travel expenses incurred shall be reimbursed by the Employer (refer Appendix "E").
  - (g)
    - (i) In the event that the employee is assigned temporarily to a place which is so far removed from their regular headquarters that the employee is not returned there at the end of the working day, the Employer will be obligated to provide board and lodging. Under these circumstances, a report point shall be established, which may be either the job site or the designated place of temporary accommodation. Such report point will be treated as the temporary headquarters where the employee will report for duty. The job site shall be defined as a place where employees are assigned to work which may be a line truck or alternate vehicle assigned to a line crew. When required, report points will be established in individual areas by the Local Union and the Employer's representative concerned at a pre-job discussion prior to the work commencing.
    - (ii) Where time spent in travel between the designated place of accommodation and the job site is less than 16 minutes, computed under normal travel conditions, the report point will be the job site. Time spent in travel in excess of the normal travel time due to abnormal conditions will be paid as time worked at the prevailing rate.
    - (iii) Where the time spent in travel between the designated place of accommodation and the job site is 16 minutes or more, computed under normal travel conditions, the report point will be the designated place of accommodation.
    - (iv) Notwithstanding the conditions as set out in (ii) and (iii) above, drivers of Hydro vehicles will be paid in circumstances where

traveling time between the designated place of accommodation and the job site is less than 16 minutes. Pay for such travel time will encompass the total time involved in transporting employees from the designated place of accommodation to the job site and return, which may include pick-up and delivery of the vehicle from and to a third location.

- (v) An employee who is quartered in a commercial facility may request a single room for themselves and such a request will be granted provided such accommodation is available at the time.
- (vi) Regular employees on temporary assignment who are unable to return to their normal place of residence at the end of each working day shall have normal public transportation costs paid to their regular headquarters at three-week intervals.

This entitlement may be shifted to take into account long weekends and other contingencies but under no circumstances shall employer-paid trips exceed one (1) for every three (3) weeks on temporary assignment.

It is understood that this entitlement includes public transportation fare only and does not include time or other expenses of travel. It is also understood that employees taking advantage of the paid trip home entitlement are not eligible for weekend living out allowance for non-working days.

- (vii) Regular employees on temporary assignment away from their regular headquarters for one (1) week or more will be entitled to one (1) telephone call per each seven (7) days to their normal place of residence at the employer's expense. Telephone calls must be of reasonable duration and made during discount periods; for this purpose five minutes will be the upper limit."
- (h) It is the intent of the parties that no employee will be deprived of normal earnings because the employee is required to travel away from headquarters to or from a job, between jobs or on incidental work assignments. To achieve this end the following rules will govern the payment of wages for time spent in travel:
  - (i) time spent in travel in the Employer's vehicle will be paid for as time worked;
  - (ii) where the designated method of travel is by public or chartered carrier and the employee is required to travel on a day they actually work, time spent in travel during that calendar day will be paid for as time worked except that if sleeping accommodation is provided the period between midnight and 08:00 hours shall not be paid;

All other time spent in travel by public or chartered carrier will be paid to a maximum of 7 1/2 hours at straight-time rates for a scheduled working day, and to a maximum of 7 1/2 hours at double-time rates for a scheduled non-working day.

- (i) Where employees elect to use personal transportation in lieu of transportation made available by the Employer, they will be reimbursed as follows:
  - (i) Where the Employer's vehicles are available but employees choose and are permitted to travel in personal vehicles, time occupied in travel will be paid for as time worked. In this circumstance employees will not be entitled to any reimbursement for use of their personal vehicles.
  - (ii) Where employees elect to use personal vehicles in preference to public carrier they will be paid as if they had been traveling by public carrier. Reimbursement for use of the vehicle will not exceed the cost of the fares which otherwise would have been incurred by the Employer. The employee must have adequate insurance coverage. Personal vehicles shall not be used in the performance of any work for the Employer.
- (j) Employees engaged in work away from headquarters who are discharged will be allowed transportation and traveling time to headquarters.
- (k) Regular employees engaged on work away from headquarters who resign will be allowed transportation and traveling time to headquarters provided they had been employed by the Employer for at least one year.
- (l) The Employer will pay up to \$1,000.00 of the cost of transportation of household effects to their new residence to any employee, who at the time of their retirement, is living in housing rented from the Employer and located at a headquarters which attracts an isolation allowance payment. This allowance will be paid on presentation of receipts for costs incurred.
- (m) At any point where the Employer is responsible under this Agreement for board and lodging a living allowance of \$63.00 per day for seven days per week may, by mutual agreement between the Employer and the Local Union, be granted in lieu thereof provided the employee affected lodges in the immediate vicinity of this temporary headquarters.

Where employees are provided with board and lodging away from headquarters and they elect to return home on week-ends or on other days upon which no work is scheduled, they shall, upon request, be granted a living allowance of \$63.00 for such non-working days on which they do not utilize the board and lodging provided by the Employer.

- (n) Where employees are hired for temporary work at a point distant from the point of hire they will be deemed to have headquarters at the point at which they are hired and for purposes of this Agreement will be regarded as employees assigned to temporary work away from headquarters.
- (o) In circumstances where an employee finds themselves without transport to their home on completion of an unscheduled work assignment because their normal means of transport is no longer available to them, e.g. bus or car pool, the employer will, upon request, be prepared to provide or pay for reasonable alternative transport to be arranged by the employee in order that they may return home.

## **GRIEVANCE PROCEDURE**

### **Article 16**

- (a) The Union shall appoint a Shop Steward, or Stewards, at each location considered necessary. The Union shall notify Employee Relations as to the names and locations of each Steward. The Employer shall likewise notify the Union as to the names and locations of the first-line Managers.
- (b) Should any difference arise between the parties bound by this Agreement concerning its interpretation, application or any alleged violation thereof, including any question as to whether any matters are arbitrable, there shall be no interference with the progress of the work, and the difference shall be finally and conclusively settled as hereinafter provided.
- (c) Either party may initiate grievances with the procedure pursued as expeditiously as possible. A dispute shall not be considered a grievance until discussed by Union representatives with representatives of the Employer who are not members of the bargaining unit. The word "days" where used throughout Article 16 refers to working days.
- (d) It is mutually agreed by the Parties that it is the spirit and intent of this Agreement to settle grievances as quickly as possible. Directory time limits for processing a grievance shall be extended for a valid reason(s). The parties shall agree on new time limits and proceed expeditiously to resolve the grievance(s).
- (e) Problem Solving Stage  

The employee, with the Shop Steward, will endeavor to resolve any difference or dispute informally by discussing the issue or alleged violation with the first-line Manager before filing a formal grievance.
- (f) Stage One

If a satisfactory resolution of the difference or dispute is not achieved by discussion at the Problem Solving meeting, the Union may present the grievance, in writing including details of the alleged violation to the appropriate Area Manager/Plant Manager. Within five (5) days the Manager (or their delegate) shall consider the grievance involving the first-line Manager, the Shop Steward, Assistant Business Manager and the grieving employee. The written decision shall be provided to the Business Manager of the Union, the General Manager, and the Manager of Employee Relations within five (5) days of the meeting.

It is understood the Business Manager or delegate may be involved at any point prior to Stage Two.

### Stage Two

Within fifteen (15) working days after the decision is given at stage one the grievance may be submitted to the appropriate General Manager (or delegate). The General Manager (or delegate) and the Business Manager (or delegate) shall meet within ten (10) working days to discuss the grievance. The General Manager (or delegate) shall render their decision in writing, within ten (10) working days of the meeting. The written decision shall be provided to the Business Manager of the Union and the Manager of Employee Relations.

#### (g) Policy, Termination, and Individually Specified Grievances

In the event that an employee grieves their termination, or if the Union submits a policy grievance, or through mutual agreement between the Business Manager of the Union and the Manager of Employee Relations, the Union may submit a grievance in writing to the appropriate Vice-President and Manager of Employee Relations. A meeting to discuss the grievance will be held, within fifteen (15) working days of the notice, involving the above and the Business Manager of the Local Union and/or delegate.

The Vice-President and Manager of Employee Relations, or delegates, shall render their decision, in writing, within ten (10) working days of the meeting.

#### (h) Non-Binding Opinion

In keeping with the spirit and intent of the parties to resolve grievances as quickly as possible, following the formal grievance procedure but prior to arbitration, either party may request a third party "non-binding opinion". If both parties agree to this additional step, a brief written submission; including a summary of the issue, the alleged violation of the collective agreement, and the remedy sought, will be submitted by each party to an agreed to third party for a non-binding recommended settlement. An Agreed Statement of Facts may also be provided. Following, the review

of the written submissions, the third party shall render their non-binding opinion within two weeks of completing, the review. The cost of the third party will be shared equally between the Union and BC Hydro. Any non-binding opinion as a result of this process shall not be put into evidence during any Arbitration.

(i) Arbitration

If a satisfactory resolution of the grievance is not achieved following; stage two, or under (g) above, or upon receipt of the written opinion of the third party, either party may notify the other party in writing of its desire to submit the difference to arbitration - either to a single arbitrator, or by mutual agreement to an arbitration board. The arbitrator shall not be the same individual who provided the non-binding opinion, if one was rendered.

Notification of intent to proceed to arbitration must be given within twenty (20) working days after denial of the grievance by the procedures so set out above. Arbitration proceedings must commence within forty-five (45) working days after receipt of notification of intent to arbitrate and the award handed down within thirty (30) working days of commencement of such proceedings.

Single Arbitrator

Where the grieving party has submitted notice, in writing, of its decision to proceed to arbitration, the board, consisting of a single arbitrator, shall be one of four (4) persons agreed to by the parties to the agreement.

Should the parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party. The decision of the arbitrator shall be final and binding upon the parties and upon any employee affected by it.

Arbitration Board

Where a grievance is to be adjudicated by an Arbitration Board consisting of three (3) members, either party shall notify the other party, in writing, of its desire to submit the dispute to an arbitration board. The written notice shall contain the name of the party's appointment to the arbitration board.

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees fail to agree upon the chairman within the time limit, the appointment shall be made by the Minister of Labour upon the

request of either party. The decision of the arbitration board shall be final and binding on the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, or if there is no majority decision, the decision of the chairman shall be the decision of the board.

- (j) Each party shall pay the fees and expenses of its appointee to aboard, and one-half (1/2) the fees and expenses of the chair, or one-half (1/2) of the fees and expenses in the case of a single arbitrator.
- (k) The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this agreement.
- (l) In respect to any grievance of a general nature, or relating to the dismissal or discipline of any employee(s) the grievance procedure may be varied by commencing the grievance procedure at any appropriate stage up to and including the last stage before Arbitration.
- (m) In the event of disputes involving changes, questions relating to safety shall be referred to the Safety Practices Committee to be resolved before the change is introduced, but all other questions shall be processed through the grievance procedure in the usual manner with the ultimate determination being retroactive to the date on which the change was introduced as far as this is feasible.

## **BULLETIN BOARDS**

### **Article 17**

The Brotherhood may maintain bulletin boards on the Employer's premises and post notices as required. The Brotherhood will supply the department heads and all appropriate shop stewards with copies of any bulletins pertaining to matters in the Agreement, when they are posted by the Local Union.

## **BULLETINS AND SELECTIONS**

### **Article 18**

- (a) Bulletins:

All vacancies and new positions covered by the Agreement will be bulletined on a system-wide basis. Except where otherwise agreed to by both parties to this Agreement, temporary jobs of six months or less may not be bulletined. Bulletins will be posted at all headquarters where employees engaged on work covered by this Agreement report for duty.

Wherever possible a minimum of two (2) weeks will be allowed for the receipt of applications. Selection and appointment of the successful candidate will be completed not later than 60 calendar days after the bulletin posting date. A successful applicant to a bulletined vacancy must confirm their acceptance within ten days of the date they received notification of their selection; failing this their name will be dropped from the competition.

(b) Applicants:

Employees, including apprentices posted to a position in accordance with Appendix B(2)(e) will not be eligible to compete for bulletined vacancies in another location for a period of twelve (12) months from the date of notification of selection or posting to the job currently held. Apprenticeship applicants, recently graduated apprentices and Journeymen/women applying for crew supervision or instructor positions are excluded from this provision. Other exceptions may be made if approved by the Employer and the Local Union.

(c) Selection & Placement:

The final responsibility for selection shall rest with the Employer, but an aggrieved employee may pursue any alleged arbitrary or discriminatory decision under the grievance procedure. It is the intent of the Parties that an employee selected for a bulletined vacancy will be placed in this new position not later than six weeks after their notification of selection. If after six weeks the employee has not been placed in their new position, they will be paid as if they were in the new position in those cases where a higher rate of pay is involved. The foregoing shall not apply where the delay is ascribable to an employee. Unsuccessful applicants to bulletined jobs will be notified by the Employer of the name and classification of the successful applicants. Seven (7) calendar days from the date of receipt of such notice shall be allowed for an employee to serve the Employer with written notice of their intention to grieve the decision. Where a grievance has been lodged, no permanent transfers or placements shall take effect until such grievance, alleging an inappropriate selection, has been processed through Stage 2 of the grievance procedure, or six weeks from the date of selection notification, whichever is the shorter period of time. Upon receipt of notification of intention to grieve the Employer shall forward to the Local Union copies of applications received on the bulletin in question for review.

(d) Definition of Seniority for Job Bulletins:

Seniority is defined as an employee's accumulated regular service with the Employer and its predecessors within the same general classification they currently occupy. Such accumulated service is to be calculated from their last entered service date as a regular employee.

Effective September 1st 1982 where an employee is laid-off and out of service and is re-employed in their general classification within 24 months or less, the time lost shall be included for the purpose of calculating bulletin seniority.

Temporary employees as at (17 May 1996) will be credited with 50% of their current seniority within the same general classification they currently occupy, and will accumulate day for day thereafter as a temporary employee.

Programmed IBEW members not employed by BC Hydro as at (17 May 1996) will, if re-employed into the same general classification within 12 months of being laid off, be credited with 50% of their seniority upon re-hire, and will accumulate seniority day for day thereafter; all other IBEW members not employed with BC Hydro as at (17 May 1996) will upon hire or re-hire, start accumulating seniority day for day while working as a temporary employee.

All temporary employees laid off subsequent to (17 May 1996) will retain their previous seniority if re-employed into the same general classification within 12 months.

Temporary employees will retain their seniority upon successful selection to a regular position.

Twelve months prior to graduation, Apprentices will be credited with 100% of their time on the apprenticeship program as general classification seniority in their indentured trade. Upon graduation, the employee will continue to be credited with seniority from the commencement of the program.

An apprentice who fails to complete their apprenticeship shall regain their general classification seniority they held immediately prior to starting their apprenticeship. Such an employee may be posted to a bulletined position within their general classification if they are unsuccessful in bulletining to a vacancy within ninety days of leaving the apprenticeship. Refer to (i) below for the list of general classifications.

Seniority shall be computed from the date an employee commences work in a bulletined job classification or six (6) weeks from the date of letter of selection, whichever occurs first, providing that delays beyond six weeks are ascribable to BC Hydro. In the event a delay beyond six weeks is ascribable to an employee, seniority shall commence on their first day in the bulletined job classification.

(e) Selections Within the General Classification:

Except as provided in (g), in the circumstances that employees apply to move to a job within the same general classification as they are currently

in, the following will apply, (for the purposes of this Article, those who have graduated from a apprenticeship program and who do not have a bulletin position will be considered in the same manner as temporary employees):

1. When all applicants are regular, the employee with the greater seniority will receive major consideration.
2. When all applicants are temporary, the selection will be based upon merit, efficiency and seniority.
3. When applicants include a mix of regular and temporary employee employees, and the senior applicant is regular, seniority will receive major consideration.
4. When the senior applicant is temporary, the selection will be based upon merit, efficiency, and seniority between the senior regular applicant and the temporary applicant(s) with greater or equal seniority than the senior regular applicant.

(f) Selections Outside the General Classification:

In the circumstances that employees apply to move to a job outside the same general classification as they are currently in, appointments will be made on the basis of merit and efficiency.

(g) Selections to Crew Supervision or Instructor Position:

When the job bulletined is one of crew supervision, instructor, trouble technician, power dispatcher, operator/area dispatcher when going to a higher class station, micro-wave system controller or machine operator, appointments will be made on the basis of merit, efficiency and seniority.

(h) Selection grievances arising through the application of Article 18 shall be discussed initially at Stage 1 of the grievance procedure.

(i) Seniority General Classification:

General Classification #1:  
Power Line Technician.  
Trouble Technician.

General Classification #2:  
Electrician.

General Classification #3:  
Winder.

General Classification #4:  
Operator/Area Dispatcher, Relief

Operator/Area Dispatcher, Unassigned  
Operator/Area Dispatcher,  
Power Dispatcher.

General Classification #5:

Mechanic.

General Tradesman/woman Mechanic with Machinist or Millwright  
T.Q.

General Classification #6:

Diesel Station Mechanic.

General Classification #7:

Telecontrol Technologist,

Telecommunications Network Controller.

General Classification #8:

Meter Technicians, Senior Meter Technicians.

General Classification #9:

Cable Splicer.

General Classification #10:

Steam Control Operator,

Steam Plant Operator,

Auxiliary Steam Plant Operator.

General Classification #11:

Instrumentation and Controls Technologist.

General Classification #12:

Industrial Engineering Technician.

General Classification #13:

Equipment Safety Tester.

General Classification #14:

Cook.

General Classification #15:

General Tradesman/woman, Dam Caretaker I, Helper.

General Classification #16:

Lockkeeper.

General Classification #17:

Driver/Helper,

Machine Operator.

General Classification #18:  
Dam Caretaker II.

General Classification #19:  
Storekeeper, Material Handler,  
Tool Crib Attendant, Steel Handler,  
Construction Material and Tool Handler.

General Classification #20:  
Custodian,  
Shipper/Receiver.

General Classification #21:  
Diesel Station Attendant.

General Classification #22:  
HVAC Technician.

General Classification #23:  
HVAC Mechanic.

General Classification #24:  
Vehicle Tradesman/woman.

General Classification #25:  
Automotive and Heavy Vehicle Partsman.

General Classification #26:  
Shift Engineer.

General Classification #27  
Communications, Protection and Control Technologist

Note 1: Foreman/woman, Sub Foreman/woman, Instructors, Senior Steam Control Operator, Senior Storekeeper and Chiefs, Senior Custodian, Senior Automotive and Heavy Vehicle Partsman, Thermal Plant Operations Technician and Thermal Plant Maintenance Technician are included in each General Classification where applicable.

Note 2: The following are positions of a temporary nature and shall not be bulletined positions: Designated Sub-Foreman/woman, Senior Operator/Area Dispatcher.

Note 3: Trades Training Project Coordinator: refer to Memorandum of Understanding # 37

## **SEVERANCE PAY**

### **Article 19**

The Employer will provide one week's severance pay for each year of service to regular employees who become health cases to the extent that they may not continue in their jobs, but who are not in receipt of income continuance benefits, or who become redundant due to the introduction of new methods, equipment or organization. The Employer will train such employees for other positions within its operation as a whole. The severance pay policy will not be applicable where employees decline training. Severance pay provided in this provision does not apply in cases of lay-off due to shortage of work on the system (not redundancy or automation).

## **HOURS OF WORK**

### **Article 20**

(a) Day Workers.

All employees, except those classified as shift workers by Article 20(b) will be defined as day workers.

1. Seven and one-half (7 1/2) hours shall constitute a working day. Regular hours shall be 08:00 to 12:00 and 12:30 to 16:00 Monday to Friday, provided, however, that the lunch period may be moved not more than one-half (1/2) hour in either direction when the Foreman/woman or other person in charge determines that special circumstances or completion of a particular task warrant such variation. Should work become unavailable during the working day, payment will nevertheless be made for 7 1/2 hours for the day. All other times except as otherwise provided shall be computed at overtime rates as defined in Article 21.

Commencing 1 October 1975 working hours will be reduced to the equivalent of 35 hours per week for all regular employees. The reduction in hours worked by day workers shall be achieved by designating 17 Mondays through the calendar year as paid days off except that any such employee may be scheduled to work at straight-time rates on not more than 10 designated Mondays in the calendar year and receive the following Friday as a paid day off in lieu. Employees required to work on a designated Monday as per the above shall be notified no later than the end of the last regularly scheduled work day prior to the designated Monday.

Day workers who are required to work on a designated Monday and who were not scheduled to work on that day or day workers required to work on their Friday off in lieu of a designated Monday shall be paid in accordance with Article 21 and in addition shall receive pay for 7 1/2 hours at straight-time rates and no day off in lieu shall be taken.

Not later than 30 November of each year a schedule of designated Mondays for the following calendar year shall be agreed to by the Parties. The schedule shall provide 17 designated Mondays which insofar as possible when combined with statutory holidays will give a Monday paid day off every second week and will avoid insofar as possible four day work weeks in two successive weeks when statutory holidays are taken into account.

Regular employees assigned to Construction Business Unit shall, accumulate up to 17 days per year at the rate of 1/12 of 17 days per month of continuous services calculated to the nearest half month. The reduced working hours will be taken during the months November through March inclusive, in a maximum of two periods. Part or all of the accumulated reduced work week leave may be taken at other time if mutually agreed. Employees will utilize unused leave prior to termination.

2. Exceptions will be made where it is decided by written agreement between the Employer and the Local Union that other hours would be of mutual benefit. Employees assigned to work at locations far removed from their regular headquarters may have their normal hours of work varied by agreement between the Union and the Employer. Accumulated time off and designated SWP days occurring during this period will be taken immediately upon return from the assigned work.
3. Notwithstanding anything to the contrary in the Agreement, in the event of an emergency forest closure as authorized under the Forest Act, the work day shall consist of seven and one-half hours at straight-time rates irrespective of the time commenced. If closure time is reached before seven and one-half hours have been worked payment will nevertheless be made for seven and one-half hours for the day. Overtime rates shall apply for those hours worked in excess of seven and one-half. Work shall be continued until closure hours with a minimum of seven and one-half hours' pay for the day. Due to the emergency conditions meals will be eaten on the job and meal periods will be paid as defined in Article 21(h).

It is understood that the foregoing arrangement of hours and rates of pay as defined in (3) above is devised to cover emergent conditions peculiar only to forest closure orders.

4. 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.

(b) Shift Employees

1. The following classifications will be defined as shift employees:

Station Operators:

(a) Operator/Area Dispatchers.

(b) Steam Operators.

Diesel Station Attendants.

Including Helpers To Above Classifications.

Storekeepers - Central Stores (Surrey Stores #1), two shift operation as defined in 20(b)3.

Power Dispatchers.

Lockkeepers.

Telecommunications Network Controllers.

Trouble Technician (see Appendix G).

When additional continuing shift operations are required the Employer will bulletin the jobs and these positions will then be classified as being of a shift nature.

2. Shift Employees - Hours of Work

The hours of work for shift employees shall be 8 hours per shift. Shift employees will be paid 7 1/2 hours straight-time wages for each shift worked and they will be credited with one-half hour QV per shift worked which will be scheduled off in accordance with Article 20(b)(5)(e).

It shall be the intent of the parties to provide for 24 hour shift operation as needs of the service demand. It is recognized that in many of the operations a two or three shift system is essential and

it is agreed that an eight-hour day will be maintained, provided a planned schedule shall be arranged whereby, within a maximum three month period, shift workers shall have time off to average out a 35 hour straight time week.

However, the 7 1/2 hour day shall apply to the following generating stations: Dease Lake, Fort Nelson, Sandspit and other generating stations which are operated on a one or two shift basis, as may be agreed between the parties from time to time.

The reduction in hours worked by shift workers shall be achieved by including 17 days off with pay for 7 1/2 hours at straight time rates in the shift schedules. Shift workers who are required to work on a scheduled SWP day shall be paid in accordance with Article 21 and in addition shall be paid for 7 1/2 hours at straight time and no day off in lieu shall be taken.

The following will apply when changing from Standard Time to Daylight Saving Time and vice versa: 7 1/2 hours will be paid in both instances to the employees who work the full shift between midnight and 08:00 a.m. when the time change occurs. Such payment will be made regardless of whether the length of shift involves seven or nine hours as a result of the time change.

Each Central Stores shift will be an 8 hour shift including a one-half hour unpaid meal period.

Note: No day worker Foreman/woman Storekeeper, Senior Storekeeper or Storekeeper headquartered at Central Stores (Surrey Stores #1) as of 9 January 1992 will lose employment in their classification or location as a result of the introduction of shift work.

### 3. Shift Times

When shift work is carried on, on a 24-hour basis, shifts will be rotated on a schedule known as the "revolving watch".

Shift Times will be:

00:00 to 08:00 (Referred to as #1 shift)  
08:00 to 16:00 (Referred to as #2 shift)  
16:00 to 24:00 (Referred to as #3 shift)

Exceptions will be made where it is decided by written agreement between the Employer and the Local Union that other hours would be of mutual benefit.

When only two shifts are worked they shall be alternated at such intervals that shall be agreed upon by those employees concerned and approved by the Divisional or Regional Managers. Normal shift times for two shift operations shall be #2 and #3 shifts.

4. Shift Employee Premiums

- (a) Shift employees working the #1 shift will, in addition to their regular rates of pay, receive an hourly shift differential payment of seven point two five percent (7.25%) of their regular rates of pay.
- (b) Shift employees working the #3 shift will, in addition to their regular rates of pay, receive an hourly shift differential premium of four percent (4%) of their regular rates of pay.
- (c) Shift employees scheduled to work on statutory holidays will, in addition to shift differential premiums, be paid at time and one-half (1-1/2) for those days, and an HMV day will be scheduled off.
- (d) Unscheduled work on Statutory Holidays will be paid at overtime rates as defined in Article 21 in addition to the regular day's pay for the Statutory Holiday and will not attract any of the above shift premiums.

5. Shift schedules

The employees concerned will draw up a monthly schedule so that regular and adequate relief will be provided. In the event they are unable to do so the Employer will draw up the schedule. The schedules for any particular month will be submitted to the employer by the 15th of the preceding month and will be posted on the 20th of that month.

The monthly schedule for shift employees shall include:

- (a) disposition of any spare shifts to accommodate productivity;
- (b) the same number of MV days as there are Saturdays and Sundays in the calendar month;
- (c) the same number of HMV days as there are statutory holidays in the calendar month;

- (d) not more than a combined total of three SWP days and HMV days per employee in the calendar month;
- (e) QV days off, to maintain an employee's QV bank within the limits of plus 30 hours or minus 15 hours at the end of the calendar month.

## 6. Shift Changes

When shift employees' scheduled shifts are changed, three (3) calendar days' notice will be provided. If less notice is given up to the first three of the changed shifts, occurring consecutively, shall be at double time rates as follows:

72 hours' notice - no penalty;  
48 hours' notice - 1 shift at double time;  
24 hours' notice - 2 shifts at double time;  
less than 24 hours' notice - 3 shifts at double time.

Shift changes requested by the employee will not be subject to overtime penalties.

Unassigned Operator/Area Dispatchers who are required to relieve shift Operator/Area Dispatchers shall be reclassified as Operator/Area Dispatchers while so employed.

## (c) Day Workers Scheduled to Temporary Shift Work

For the purpose of overhaul, maintenance or repair of any plant or equipment the Employer may schedule temporary 7 1/2 hour shift operations with an unpaid lunch period, within a #3 and/or #1 shift. Scheduled operation shall not be less than a period of 10 consecutive regular working days nor shall any particular job or employee be subject to such shift operations for more than 60 regular working days cumulative time in any one year.

This temporary shift situation may be utilized for any classification of employees as defined in the Collective Agreement with the following restrictions:

- (i) Temporary shifts for Power Line Technicians shall be limited to trolley work.
- (ii) Temporary shifts for electricians shall be limited to the overhaul, maintenance or repair of equipment at Generating Stations.

On the establishment of such temporary shift operations or when a temporary shift employee's shifts are changed, three working days'

notice will be provided. If less notice is given, up to the first 3 of the shifts, occurring consecutively, shall be at double time rates as follows:

72 hours' notice - no penalty;  
48 hours' notice - 1 shift at double time;  
24 hours' notice - 2 shifts at double time;  
less than 24 hours' notice - 3 shifts at double time.

Shift changes requested by the employee will not be subject to overtime penalty.

The following premiums will be paid:

8 1/2 hours straight-time pay for a 7 1/2 hours shift Monday through Friday;

200% of straight-time pay for all hours worked on Saturdays, Sundays, statutory holidays, or SWP days.

Employees working on these temporary shifts who are dispatched to emergency work while on shift shall be paid at prevailing overtime rates while engaged on such emergency work, including the traveling time to and from the emergency work.

- (d) It is agreed that where employees are transferred to work with another crew they will assume the hours of work already established under the terms of the Agreement for the crew with which they are being integrated. Where entire crews are moved from one location to another, the hours of work will be those established by the Agreement.

## **OVERTIME**

### **Article 21**

- (a) The rate of pay shall be 200% of the regular rate for all time worked outside the regular working day or shift, and for time worked during the normal lunch period.

Payment for all overtime shall be computed on the employee's applicable rate before any premiums and/or allowances are applied thereto.

- (b) Except as provided in 21(d) below, in 21(e)2 for Station Operators relieving in cases of illness, or where the overtime immediately follows the regular working day or shift, the minimum amount of pay for any overtime period shall be the proper amount of two hours at overtime rates which shall include report time. In addition, travel time of one-half hour shall be allowed an employee to reach their living quarters on completion of an

overtime period. This travel time allowance will be granted irrespective of the amount of time worked, except for overtime periods of under two hours' duration at generating stations and dam sites for employees who live on the site or where the overtime period immediately precedes or follows the regular working day or shift.

- (c) Notwithstanding the above, all overtime between the hours of 00:00 and 08:00 shall be paid at 200% of the regular rate, and furthermore, no employee will be allowed to work more than 16 hours in any 24-hour period, this 16 hours to include paid meal breaks and travel time if applicable.
- (d) When an employee commences work within a period of four hours prior to their regular working day or shift, the employee shall be paid at 200% of the regular working rate until the commencement of their regular working day or shift, regardless of the time worked. The Employee shall thereafter be paid their regular rate for the duration of their regular working day or shift which they will be required to work.
- (e) Scheduled Overtime

- 1. Notification while at work.

An employee may be notified of overtime work requirements at any time while they are at work. If the overtime immediately follows their regular working day or shift, no report time or travel time is applicable. If there is less than 15 hours elapsed time between the regular working day or shift and the overtime requirement, a report time of one hour at the applicable rate, which will not be construed as working time, will be paid. Where the overtime does not extend into a regular working day or shift, the one-half hour's travel time will be paid.

- 2. Notification while off duty.

An employee who is off duty and is given eight or more hours' notice of an overtime work requirement may be scheduled for overtime work and report time of one hour at the applicable rate, which will not be construed as working time, will be paid. Where the overtime does not extend into a regular working day or shift, the one-half hour's travel time will be paid.

The only exception regarding the eight hours' notification requirement will be for Station Operators where relief is required for illness, and in such cases a minimum of four hours' notification is required. The minimum amount of overtime pay for Station Operators relieving under the above conditions shall be four hours at the prevailing rate and seven and one-half hours for any period of work between four and seven and one-half hours.

3. Where there is need for regular scheduled overtime periods immediately prior to the regular working day or shift for five or more consecutive working days, report time shall not be applicable in such cases.

(f) Pre-scheduled Overtime.

In the case of pre-scheduled overtime no report time is applicable.

Overtime may be pre-scheduled to take place between the hours of 00:00 and 24:00 on a non-regular working day, provided:

1. The employee is notified prior to the end of their last regular day or shift;
2. The overtime will not commence before 15 hours have elapsed from the end of their last regular working day or shift.

(g) Call-Out Overtime

If the notification requirements as defined in (e)(1), (e)(2) and (f) above are not complied with, then the overtime will be considered a call-out and will require payment from the time of the call.

The maximum payment for multiple call-outs will not exceed the total overtime which would have been payable had the employee worked continuously from the beginning of the first to the end of the last call-out.

- (h) It is the intent that the employees will be provided with a meal by the Employer during overtime work at intervals of four hours, that is, four hours elapsed time from the end of the prior meal. A meal intermission which occurs during any overtime period shall be paid for at the prevailing rate, provided such intermission is not more than thirty minutes' duration. However, no meal shall be provided to an employee in instances where the employee works only two hours or less beyond their normal day or shift. When it is impossible to have meals supplied, the employees will be paid three-quarters of an hour at prevailing rates for each meal to which they would otherwise have been entitled.

Where work is pre-scheduled for non-working days and employees have been notified on the previous normal working day and work is to commence within two hours of the normal starting time the Employer will not be required to provide lunch.

- (i) Time worked by shift employees in excess of eight hours, for an eight hour shift, or twelve hours, for a twelve hour shift, in twenty-four (except when changing shift) shall be paid for as overtime.
- (j) Time worked by shift employees on scheduled days off (Article 20(b)(5)) shall be paid at 200% of regular rates, except when a employee is moved or promoted, or as covered under Article 20(d). If a employee is moved or promoted, they shall undertake the schedule of the employee they are replacing, and shall work at their regular rate provided that in the first week of their new assignment they do not work more than forty hours, and providing that they do not lose or gain scheduled days off as a result of the transfer.
- (k) Where an employee commences overtime work more than four hours prior to their normal working day or shift, they shall not return to, nor continue into their working day or shift unless otherwise requested until they have had eight hours' time off which shall be calculated from the time their overtime work finished plus one-half hour travel time where applicable. The Employee shall be paid for their working day or shift at straight-time until the eight hours' rest time expires at which time they must return to work to qualify for the remainder of their working day or shift at straight-time rates.

Notwithstanding the above, if the eight-hour rest period expires later than the end of the normal luncheon period, or the mid-point of a shift worker's normal shift, an employee will not be required to return to work to qualify for the remainder of the work day or shift at straight-time rates.

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

(l) Overtime Banking

1. Employees may, instead of taking overtime earnings in cash at the time it is earned, transfer up to 100% of those earnings to an overtime (OT) bank, separate from existing Vacation Overtime (V.O.) banks, to be taken as time off in lieu of wages or to be paid out by September 30 in the year following the calendar year in which it is earned.

Earnings for standby time, high time, shift change penalties, missed meals, shift differentials and allowances do not qualify for the OT bank.

2. Existing V.O. Banks will be maintained but are capped at their current levels.

3. Overtime which has accumulated as V.O. or is directed to the OT bank shall be credited in terms of dollars at the rate of pay in effect at the time of earnings and when subsequently taken as time off shall be paid at the employee's current rate. The current rate shall be the regular rate in effect on the day immediately preceding the day scheduled off.

4. (i) An employee may at any time request all or part of their V.O. days or OT bank days. The requested day or days off up to a total of fifteen days per year will be granted, provided that:

the required notice has been given, i.e.:

Day Workers - 14 calendar days' notice for up to the first ten days requested; 21 calendar days' notice if more than 10 days at one time are requested;

Shift Workers - 5 calendar days' notice prior to the posting of the shift schedule.

(ii) With respect to the mandatory V.O. days or OT bank days as described herein, management shall have the right to limit the taking of V.O. or OT bank days to 50% of the employees (by classification) at any headquarters or job site should this be necessary to prevent interference with the progress of work and the maintenance of power supply.

(iii) The granting of V.O. days or OT bank days off in excess of the fifteen days per year, or the granting of V.O. days or OT bank days off which are requested with less than the amount of notice stipulated, will be subject to approval of the appropriate supervisor. V.O. days or OT bank days off will not be approved when such absence would interfere with the progress of the work, unless urgent personal needs exist. In areas where the granting of V.O. days or OT bank days requires the use of relief help, the Employer may schedule the time to be taken by the employees to be relieved after consulting the employees concerned as to their preferences.

5. An employee is entitled to receive a cash payout from their V.O. bank or their OT bank upon written request to the Employer.

- (m) Overtime shall be distributed as equitably as possible among qualified employees at a given headquarters.

Where customers are out of service, speed of restoration is of prime importance. The number of men called should be close to the maximum available who can work effectively on the given trouble. Calls shall, however be rotated among individuals so that overtime is as even as may be practical.

- (n) Standby Service

Where the needs of the service require that employees be available to perform emergency work during off-scheduled hours the Employer, by arrangement with the Local Union representatives or shop steward may, by written order, assign employees to standby duty. During the assigned period the employee shall notify their headquarters where they can be readily contacted. Standby duty will be equitably assigned to available qualified employees. Where employees are assigned to standby duty they shall be paid two hours at straight-time for each working day and four hours straight-time for each non-working day. Calls to duty shall be paid for at the prevailing overtime rate in addition to the remuneration for standby duty.

If standby time is arranged, it shall be for a period of five consecutive days (not including Saturday or Sunday) if week-day standby is involved, and it shall be for not less than the week-end if week-end standby is arranged. Notification for either week-day standby or week-end standby shall be given not later than 16:00 hours on the preceding Monday, or if Monday is a statutory holiday or a scheduled SWP day, on the preceding Tuesday. Week-end standby shall commence at the conclusion of the last regular working day in the week and will continue until the commencement of the first regular working day in the following week. Ten hours at straight-time will be paid for standby for a two-day week-end plus four hours at straight-time for each additional non-working day associated with the week-end.

Notwithstanding the above, during the Christmas and New Years holiday period it is agreed that standby coverage may be broken down according to historical practice with weekday (16:00 - 08:00) coverage attracting 2 hours pay and weekend or statutory holiday coverage attracting 4 hours pay.

- (o) An employee's may find themselves without transport to their home on completion of an unscheduled overtime work assignment because their normal means of transport is no longer available to them, e.g., bus or car pool. Under these circumstances and upon request the employer will be prepared to provide or pay for reasonable alternative transport to be arranged by the employee in order that they may return home.

## ANNUAL VACATION

### Article 22

- (a) Service with the Employer and its predecessors is included in calculating annual vacation entitlements.
- (b) Employees shall EARN their annual vacation entitlement for any calendar year only when the employee reaches their anniversary, although the employee may TAKE their annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

In the calendar year of:	Annual Vacation
1st to 8th anniversary	3 weeks vacation
* 9th to 16th anniversary (effective January 1, 1994)	4 weeks vacation
* 17th to 24th anniversary	5 weeks vacation
* 25th to later anniversary	6 weeks vacation

\* Employees may accumulate all or a portion of their 4th, 5th or 6th week of vacation from year to year and take the accumulation as an added leave at any subsequent time, subject to staffing requirements.

- (c) There shall be no restrictions as to the time annual vacations may be taken or as to the number of M.V., V.O., H.M.V., Q.V., and S.W.P. days that can be combined with annual vacations provided they are pre-scheduled in accordance with the Employer's staffing requirements. Annual vacations must be commenced by 31 December.
- (d) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. If they are called back they will be paid at 200% for each day they are required to work and the vacation days missed will be rescheduled at mutual convenience at a later date. This shall also apply to employees called back from V.O. or Q.V. except when only one day of V.O. is granted without the required notice in which case the employee shall be paid as per the provisions of Article 21.

It is the intent to avoid cancellation of scheduled vacations before they are commenced, but if such happens employees will be reimbursed for any out-of-pocket expenses.

- (e) Employees who are laid off solely for the reason of lack of work who return to work with the Employer within two years will retain the same status in

respect to vacation, holiday, sick leave entitlement upon return as that which they held at the time of lay-off.

(f) Proration of annual vacation entitlements due to absences during the preceding year shall be determined as follows:

(i) Absences due to Sick Leave, Income Continuance, (Long Term Disability), and Weekly Indemnity.

In any case where an accumulation of such absences exceeds six calendar months in a calendar year, the vacation entitlement in the following calendar year shall be reduced by 1/6 for each cumulative month of absence in excess of six months.

(ii) Approved leave of absence other than those covered by (i) above or those pursuant to Article 25(b).

Where an accumulation of such absences exceeds three calendar months in a calendar year, annual vacation in the following calendar year shall be reduced by 1/9 for each cumulative month of absence in excess of three months.

(iii) Absences due to A.V., Q.V., V.O., W.C.B., S.W.P.

Absences due to A.V., Q.V., V.O., W.C.B. and S.W.P. will in no way reduce subsequent vacation entitlements.

## **STATUTORY HOLIDAYS**

### **Article 23**

(a) Holidays shall be as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and British Columbia Day, or days in lieu of as designated by the Provincial or Federal Governments, and any additional holiday not related to the above holidays and gazetted by the Provincial or Federal Governments.

(b) Employees who do not normally work statutory holidays shall receive one day's pay at straight time rates for each holiday outlined in 23(a). Employees shall not receive pay for statutory holidays or H.M.V. days during a leave of absence except when these days occur during sick time off (exclusive of time off on income continuance). Where statutory holidays or gazetted holidays occur during annual vacations, V.O., Q.V., or S.W.P. days, employees shall receive one additional paid day off in lieu thereof. Where M.V., V.O., Q.V., S.W.P., or leave of absence is continuous with annual vacation it shall be considered to follow the scheduled annual vacation. All time worked on statutory or gazetted holidays by other than

shift men shall be considered overtime and paid at 200% of the regular rate in addition to the regular day's pay.

- (c) Shift employees who normally work statutory or gazetted holidays (H.M.V. days) shall receive the same number of paid statutory or gazetted holidays on an annual basis as received by day workers. Work performed on days off in lieu of statutory and gazetted holidays shall be paid for at 200% of regular rates in addition to the regular day's pay.
- (d) When employees temporarily 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 Article 23(a) which fall on a Tuesday, Wednesday, or Thursday may be taken off either the preceding Monday or following Friday.

## **Article 24**

Moved to Article 11 (f).

## **LEAVE PROVISIONS**

### **Article 25**

- (a) Compassionate Leave

Compassionate leave with pay of up to three days will be granted at the discretion of the Employer in event of death or other emergency arising within the employee's immediate family. Subject to special circumstances, the employer may grant additional days upon request.

- (b) Maternity/Parental Leave

Employees will be provided maternity and parental leave in accordance with the provisions outlined under the Employment Standards Act. During periods of approved leave, seniority will be accumulated as though the employee were working. SWP entitlements will be calculated in accordance with Article 13(s).

Effective 17 May 1996 employees on maternity leave may be eligible for a "top-up" of their employment insurance payment as outlined in the guidelines provided from the Employer to the Union in a letter dated 12 September 1996.

- (c) Subject to staffing requirements and following five (5) years of employment the employer may allow regular employees special leave of absence without pay not to exceed six (6) calendar months duration once in each five (5) years of employment.

During this period of leave the employer will pay the employer's share of welfare premiums.

Staffing requirements will include availability of suitable replacements without extra costs or restrictions on the employer. In these situations the three-month limit for hiring temporary replacements will be extended as agreed.

(d) Family Responsibility Leave

Employees will be provided with up to five days of unpaid leave each year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family.

## **ELECTION DAYS**

### **Article 26**

Employees entitled to vote will be allowed time off in accordance with the requirements of Federal or Provincial statutes which govern this matter. Employees will not be entitled to time off in connection with civic elections.

## **COFFEE TIME**

### **Article 27**

It shall be permissible for one member of each line crew, or one employee at any other job site or location, to prepare coffee once in the morning and once in the afternoon, and for the employees for whom it is prepared to drink the coffee as expeditiously as possible, all with a minimum of interference with continuity of work.

## **PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS**

### **Article 28**

The Employer will make available through its Stores, overalls, inclement weather clothing, gloves and tools where required on the job for purchase by employees at prices equal to cost to the Employer. In addition, the Employer will furnish a pool of clothes for work in dirty locations, e.g., for cable crews, oil crews, spray crews, and certain work at thermal plants and other locations as mutually agreed. A pair of gloves will be issued to each line crew employee on, or about, 1 April, 1 July and 1 October of each year. When required on the job, employees will be reimbursed up to \$125 once every calendar year towards the purchase of high visibility rain gear unless such gear is provided by the Employer. Tools on

approved listing which are the basic hand tools of the trade concerned, worn out or broken through reasonable wear and tear, or if there is proper proof of unavoidable loss in the service of the Employer, will be replaced at the Employer's expense. Such replacement will be at the Managers discretion for temporary employees. When safety shoes are required on the job, and approved by the supervisor, the Employer shall pay half the cost of safety shoes purchased. Electrical Journeymen/women will be supplied with tools as per Memorandum of Understanding No. 4. Rubber boots will be supplied to spraying crews.

Safety equipment and protective clothing required by the Employer and the Workers' Compensation Board to protect employees and their clothing shall be paid for and supplied by the Employer for the period employed.

## **LICENSES AND DRIVING HYDRO VEHICLES**

### **Article 29**

- (a) Any employee competent to do so shall, upon request, drive an automotive vehicle assigned to them by the Employer. If this duty involves the necessity of such an employee holding an appropriate license, the Employer shall bear the cost of such licenses and associated expenses, which will include physical examinations which may be required by the Motor Vehicles Act. However, the Employer will not be required to bear any higher-than-normal costs of licensing or associated expenses resulting from an employee's driving record.
- (b) As a result of the changes in the 1959 Agreement permitting Power Line Technicians and Apprentices to drive vehicles, none of the present employees who were employed by the B.C. Electric Company's T.&D. Maintenance Department on or before 1 August 1959 will have their employment discontinued.
- (c) Where required by the Employer, Power Line Technicians and Apprentice Power Line Technicians shall hold a Class 3 driver's license with air brake endorsement.

No Journeyman/woman Power Line Technicians in service on 5 November 1986 shall lose employment at their classification for inability to obtain or maintain the appropriate license providing they remain in continuous service.

- (d) When an employee is on a call-out and parking is not available on Hydro property, Hydro will reimburse them for the expense incurred at a parking lot.

## **SAFETY PRACTICES**

### **Article 30**

Both the Employer and the Local 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 Practice Regulations as issued and amended from time to time.

To ensure application to safety matters of the broadest possible experience and to provide for full cooperation, there shall be a Safety Practices Committee composed of an equal number of representatives of the Employer and of the Local Union. One of these representatives shall act as chairman, alternating yearly between Employer and Local Union representatives. The chairman shall be entitled to vote on all questions before the Committee. A majority decision of the Committee shall be binding on both parties to this Agreement. When the Committee fails to obtain a majority decision on any question referred to it, the question shall be resolved through the grievance procedure set out in Article 16, with arbitration if required.

The Safety Practices Committee shall review and recommend upon all re-issues and revisions of the Safety Practices Regulations and shall have the opportunity to comment upon proposed line construction standards prior to their becoming effective. The Committee shall meet at the request of either party.

Should any question arise relating to the minimum safe staff requirements at particular stations or on other work, the matter will be referred to the Safety Practices Committee for determination.

Where any Tradesman/woman deems it unsafe for them to undertake work alone, or where safety regulations require additional help, it shall be their duty to notify their headquarters or, if this be impossible, summon such help as is required. If any question arises as to the judgement used, the matter shall be referred to the Safety Practices Committee for determination.

The Employer undertakes to maintain a thorough system of training and familiarization such that no employee will be required to perform work which they cannot safely perform and safety rules and safe working conditions shall be strictly adhered to at all times.

## **ASSIGNMENT OF DUTIES**

### **Article 31**

Notwithstanding the jurisdiction assigned to the separate trade classifications, an employee may perform on a temporary basis duties which are not within their regular trade classification whenever an employee of the appropriate

classification is not regularly or readily available. It is the intent of the parties that employees may perform only the duties for which they are properly qualified (within the terms of this Agreement) and under no circumstances would such temporary assignments involve non-Journeyman/women performing work outlined within a Journeyman/woman's jurisdiction.

## **APPRENTICE AND TRADES TRAINING COMMITTEE**

### **Article 32**

The parties agree that the terms and conditions governing Apprentice and Trades training shall be as set out in Appendix "B", which shall form part of this Collective Agreement.

## **BRITISH COLUMBIA HYDRO AND POWER AUTHORITY PENSION PLAN**

### **Article 33**

The annual report of the Auditor, the annual report of the Superannuation Commissioner and the triennial report of the Actuary under the British Columbia Hydro & Power Authority Pension Plan shall be forwarded to the Local Union as soon as possible after they are received by the Employer.

No recommendation will be made by the Employer to the Lieutenant-Governor in Council with regard to amendment of the British Columbia Hydro and Power Authority Pension Plan until the Local Union has been consulted by the Employer with regard to that proposed recommendation and has been given a period of four weeks to make representations to the Employer with regard to that proposed recommendation.

## PART II

### JOB DESCRIPTIONS

#### DEFINITIONS, DUTIES AND JURISDICTIONS

##### Article 34

The descriptions listed assume the status of a Journeyman/woman in any one of the trades as an employee who has worked for three or more years at their trade and has been admitted to the status of Journeyman/woman.

Employees in the categories of General Tradesman/woman, Driver/Helper, Utilityman/woman, Dam Caretaker I, Dam Caretaker II and Lock-Keeper will be required to perform work of many kinds but the amount of work of any kind available is so limited that it would be impracticable to limit one employee to any one class of work. The definitions of the classifications are accordingly indicative only of the qualifications and duties of the employees concerned.

CBU Temporary employees in the Power Line Technician and Electrician classifications may only operate and switch to allow them to perform their own work.

##### Foreman/woman

It shall be the duty of a Foreman/woman to supervise the work of the individuals under their charge in such a manner that work shall be carried on safely, efficiently and expeditiously. The duties and responsibilities of a Foreman/woman include such activities as:

- instructing and directing workers in the performance of their duties,
- planning and coordinating work for others (including contractors),
- supervising and assigning work to employees,
- responsible for the preparation and quality control of all work under their charge,
- assuring that all work related documentation, information and records are updated,
- liaising with appropriate internal and external parties as required, and
- providing feedback to crew members on their performance in order that work is carried out safely, efficiently, and expeditiously.

They may, in addition to supervising the work of the crew, perform work within their basic classification.

If a crew is composed of seven or more employees - that is, Journeymen/women, Driver/Helper or Apprentices, or of more than twelve non-journeymen/women one of the crew shall be designated as a Foreman/woman.

A contractor shall be counted as part of the crew complement provided that the contractor is being supervised as outlined above.

In the absence of a bulletined Foreman/woman in a headquarters, a Journeyman/woman will be left in charge who shall be paid as a Foreman/woman while acting in that capacity. If a Foreman/woman is absent for a day or less, this provision shall not apply.

### **Sub-Foreman/woman**

It shall be the duty of a Sub-Foreman/woman to supervise the work of the individuals under their charge in such a manner that work may be carried on safely, efficiently and expeditiously. The duties and responsibilities of a Sub-Foreman/woman include such activities as:

- instructing and directing workers in the performance of their duties,
- planning and coordinating work for others (including contractors),
- supervising and assigning work to employees,
- responsible for the preparation and quality control of all work under their charge,
- assuring that all work related documentation, information and records are updated,
- liaising with appropriate internal and external parties as required, and
- providing feedback to crew members on their performance in order that work is carried out safely, efficiently, and expeditiously.

If a crew is composed of six or less employees - that is, Journeymen/women, Driver/Helper or Apprentices, or not more than twelve non-journeymen/women one of the crew shall be designated as a Sub-Foreman/woman.

A contractor shall be counted as part of the crew complement provided that the contractor is being supervised as outlined above.

The addition of a first or second year Apprentice to a crew shall not affect the status of a Sub-Foreman/woman.

In the absence of a bulletined Sub-Foreman/woman in a headquarters, a Journeyman/woman will be left in charge who shall be paid as a Sub-Foreman/woman while acting in that capacity. If a Sub-Foreman/woman is absent for a day or less, this provision shall not apply.

### **Composite Crew**

When two crews, with a Sub-Foreman/woman in charge of each, are working together temporarily as a composite crew, one Sub-Foreman/woman shall become Foreman/woman and be in charge of both crews. The second Sub-Foreman/woman shall retain their status while the crews are so composed.

## **Designated Sub-Foreman/woman**

When two Journeyman/woman of the same category are temporarily working together without supervision of a Foreman/woman or Sub-Foreman/woman one of them shall be a Designated Sub-Foreman/woman and during that time worked shall be paid as such. Only the 60% clause as described in Article 13 (d) will apply to such payments. Payment of the Designated Sub-Foreman/woman shall not determine the need for a bulletin Sub-Foreman/woman. A situation shall not be temporary when the work assignment is longer than three months.

## **Automotive and Heavy Vehicle Partsman**

A Journeyman/woman Automotive and Heavy Vehicle Partsman identifies automotive parts and supplies, issues automotive supplies, parts and shop tools. Accepts and records deliveries of materials and maintains the stock room. Arranges for shipping of materials, prepares way bills, delivery slips and other records. May be required to pick up or deliver parts and operate a forklift. Must have completed a recognized Automotive Partsman Course.

## **Auxiliary Plant Operator**

An Auxiliary Plant Operator is a steam operator who performs general operating duties, excluding control room operations, under the direction of a Senior Steam Control Operator, Steam Control Operator or Steam Plant Operator. They may be employed in general work in the Operating Department when not required for shift coverage. An Auxiliary Plant Operator shall be classified and promoted as follows:

Probationary: No steam certificate required. They shall be promoted to a First Year Auxiliary Plant Operator after six months' service providing they have obtained a Fourth Class Certificate.

First Year: Fourth Class Certificate required. They shall be promoted to Second Year Auxiliary Plant Operator after one year service, or upon obtaining a Third Class Certificate.

Second Year: Fourth or Third Class Certificate required. On the successful completion of one year's service, while holding a Third Class Certificate, they shall be promoted to Steam Plant Operator.

## **Cable Splicer**

Journeyman/woman Cable Splicer shall undertake jointing, splicing, testing, bonding, racking, installing, inspecting and repairing of lead covered and any metallic covered types of cables over 600 volts.

Notwithstanding the duties assigned to a Power Line Technician or Electrician, Cable Splicers shall on all type of cable carrying over 600 volts, do the fitting of

potheads and other accessories and the assembly, testing, repair and maintenance of such cables. They may act as a Foreman/woman or a Sub-Foreman/woman over Power Line Technicians, Driver/Helpers, Apprentices or labourers. All Cable Splicer Helpers shall be Journeymen/women Power Line Technicians except where it is necessary to employ, temporarily, Cable Splicers from other companies for the purpose of instruction or specialized work. Excluding generating stations a Cable Splicer, under the direction of the person-in-charge, may for the execution of their own work on 35 kV and below, operate and switch lines and equipment up to but not including the feeder bus in distribution supply stations. Cable Splicers will not operate any apparatus equipped with supervisory control.

### **Chief Engineer**

Directs Shift Engineers in the operation and maintenance of the HVAC systems at the Head Office and various other buildings. Does maintenance, installation and repairs as required. Plans and implements inspections, tests and maintenance schedules for HVAC equipment. Prepares reports as required. Maintains inventory and monitors invoicing costs. Must have Third Class Stationary Engineer's Certificate, including good working knowledge of HVAC plant operation, pneumatic and electronic controls and instrumentation.

### **Chief Operator/Area Dispatcher**

The duties of the Chief shall be to assist the Operations Supervisor in supervising and co-ordinating the work of the operating personnel employed within the headquarters, studying operating problems and notifying operating personnel of any changes or anticipated changes in station or area operating conditions. They shall be responsible for the prompt reporting of defects or trouble which require the attention of maintenance personnel or others. In headquarters classed as "2" or higher a Chief shall undertake the relief of shift personnel only in the case of an accident or other emergencies that may arise.

### **Communication, Protection and Control (CPC) Technologist**

A journeyman/woman CPC Technologist shall undertake work on communications, protection, and control equipment and systems, as assigned.

### **Construction Material and Tool Handler**

A Construction Material and Tool Handler will perform all duties necessary for the receiving, sorting, shipping and delivery of tools and materials at those locations where the Construction Business Unit has an established place of business. The worker will maintain a stock of consumable items and will arrange for the maintenance of tools, where necessary performing minor repairs. The worker will use power tools in connection with their work. The worker will be required to prepare stores requisitions, make local purchases, raise Goods Received and Goods Returned Reports, etc. The worker will prepare and maintain documents.

The worker will be responsible for housekeeping within the warehouse area. The worker may be assisted by a Driver/Helper, and in addition may themselves act as a Driver/Helper.

**Note:** Where this function is to be performed in whole or in part at larger projects away from locations where the Construction Business Unit has an established place of business, a Journeyman/woman Tradesman/woman will be utilized and paid the applicable Journeyman/woman's rate.

### **Custodian**

Performs all janitorial, custodial and other housekeeping duties including in-house furniture and equipment moves, pick up/wrapping and unwrapping/distribution of items shipped and received and other related duties as assigned. Assists shipper-receiver with loading and unloading of trucks.

### **Dam Caretaker I**

A Dam Caretaker I shall be responsible for the operation of water discharge facilities, boats, debris disposal equipment, etc., at storage dams, and shall undertake wholly or in part maintenance of all structures and equipment at these locations. Housing facilities are provided at site and one employee shall be on call at site at all times for water level readings and gate changes. The work week shall be five days with days off to be staggered and as arranged between the Dam Caretaker I and Dam Caretaker II. Hours are irregular and it is recognized that the work will not be seven and one-half hours at all times. It is the intent that no pay in excess of 7 1/2 hours per day shall be made for routine caretaking, gate adjustments, inspections, or taking readings, outside of the normal shift hours of the job. Overtime pay on call-out conditions shall apply outside of the normal hours of the job when emergencies are involved.

### **Dam Caretaker II**

A Dam Caretaker II shall act as a Helper to a Dam Caretaker I. They shall work under the same conditions and hours of work as outlined for a Dam Caretaker I.

### **Diesel Station Attendant**

An employee not qualified as a Journeyman/woman Operator/Area Dispatcher who is assigned to perform the duties of a shift attendant in a diesel electric generating station. They shall perform routine watchkeeping duties in the station and perform any other duties assigned by the station or Chief Operator/Area Dispatcher. If, by mutual agreement of the supervisor and the shop steward, a Diesel Station Attendant is performing the duties of an Operator/Area Dispatcher at that station, they will be paid as an Operator/Area Dispatcher. They will be designated as a Diesel Station Attendant I under these conditions. Other Diesel Station Attendants will be named Diesel Station Attendant II. A Diesel Station Attendant II will be advanced to Journeyman/woman status only through

procedures which may be established from time to time by the Apprentice and Trades Training Committee.

### **Diesel Station Mechanic**

A Journeyman/woman qualified in machine work and welding in diesel generating stations. Diesel Station Mechanics shall undertake the installation, operation, maintenance, overhaul and repair of mechanical equipment of all kinds in diesel generating stations.

### **Driver/Helper**

An employee who has achieved limited skill in any trade but who is not a Journeyman/woman. A Driver/Helper shall work with the tradesperson or Journeyman/woman to whom they have been assigned and shall, when required, attend to requisitioning, handling, and transportation of equipment and materials. A Driver/Helper may use tools when helping a Tradesman/woman or performing minor service work at the direction of a Tradesman/woman. A Driver/Helper will clean, maintain and repair diffusers and air grills as required. They shall also be qualified to drive and operate a motor car, truck, truck winch or other similar truck equipment.

### **Electrician**

Electricians shall work in generating stations, substations, repair shops and other locations and except as provided for Power Line Technician, Electricians shall have jurisdiction over the operation of unattended stations and unattended portions of stations. Notwithstanding the duties assigned to a Power Line Technician, an Electrician may on occasion be required to switch on three (3) phase feeder circuits and/or supply circuits where fault conditions have occurred and a Power Line Technician is not readily available. A Journeyman/woman Electrician shall maintain, install, adjust, inspect, modify, test, troubleshoot and repair main and auxiliary equipment and apparatus. This may include electrical wiring, switchboard wiring, transformer connections, switchgear, bus work, low tension control cables, electrical and electronic equipment. Notwithstanding the duties assigned to a Cable Splicer or Power Line Technician, an Electrician may work on single conductor plastic insulated cables and accessories up to and including 20/35 kV restricted to cables utilizing mechanical terminations and connections. Such cable work is not to include work on line terminations, distribution feeders or on lead or metallic cables over 600 volts.

### **Equipment Safety Tester**

An electrical Journeyman/woman who shall test, maintain, repair, receive and ship tools and work equipment as part of a specified safety testing program. They shall maintain records of all testing performed.

### **General Tradesman/woman**

An employee qualified to perform the duties of a Journeyman/woman in trades other than the electrical trades defined herein. General Tradesmen/women shall perform work such as carpentry, painting, brickwork, track bonding, rigging, automotive, lagging, exploratory diamond drilling, etc. and all types of work where skilled Tradesmen/women are required other than those types of work which are normally performed by Journeymen/women electrical workers, but may include special welding to electrical equipment in energized stations provided such work is supervised by a qualified electrical Journeyman/woman. A General Tradesman/woman may be assisted by a Driver/Helper. Employees in these categories will be required to perform work of many kinds but the amount of work of any kind available is so limited that it would be impracticable to limit one employee to any one class of work. The definitions of the classifications are accordingly indicative only of the qualifications and duties of the employees concerned.

In addition to the above, General Tradesmen/women may be required to install duct. Where this work is performed in stations an electrical Journeyman/woman shall be present during installation and they may be called on to take charge of the crew. A General Tradesman/woman may be assisted by a Driver/Helper.

### **Heating Ventilation and Air Conditioning Mechanic**

Installs, maintains and repairs heating, ventilation and air conditioning equipment, controls and in addition the worker will perform other related duties. Must hold B.C. Refrigeration Certificate.

### **Heating Ventilation and Air Conditioning Technician**

Ensures safe and efficient operation and maintenance of heating, ventilating and air conditioning systems in Hydro buildings. Plans, directs and performs preventive maintenance, overhaul and installation of equipment. Must hold B.C. Refrigeration Certificate and B.C. Third Class Stationary Engineer's Certificate.

### **Industrial Engineering Technician**

An electrical Journeyman/woman who gathers field data to develop and formulate information for work simplification.

### **Instrumentation and Controls Technologist**

A Journeyman/woman Instrumentation and Controls Technologist is responsible for the servicing, maintenance, installation and overhaul of pneumatic, hydraulic, electric, electronic measuring and control instrumentation associated with the boilers, generators, turbines and auxiliaries pertaining to thermal power plants. Their duties will also include servicing and maintenance of all computing, data logging and boiler safety devices including closed circuit T.V. monitoring equipment and other duties as assigned.

### **Labourer**

A employee engaged to perform manual labour that requires no special skill or training and which will include digging holes for poles, cutting brush, digging trenches for laying ducts, and other unskilled work as assigned. Employees in this classification are designated Unskilled in the wage schedule and shall not be upgraded to a classification designated as Semi Skilled or Skilled. Labourers shall be restricted to driving vehicles not exceeding one ton.

### **Line Truck Operator**

*(Refer to Memorandum of Understanding # 42)*

An employee in the Construction Business Unit qualified to drive and operate the hole digging attachments, pole setting and related equipment on line trucks. Where a Line Truck Operator is utilized on energized work the minimum crew size will be one sub-Foreman/woman, one Power Line Technician and one line truck operator.

### **Lock-Keeper**

A Lock-keeper shall be classified as a shift worker and shall be responsible for the operation of locks, discharge ports, spillway gates, gantry cranes and ancillary equipment required for the storage and discharge of water and the passage of logs and shipping at the dam.

Supplementary duties shall include control of traffic through the locks, gauge and meter readings and completion of log sheets, etc. Good housekeeping in the area will be required as operating duties permit.

Standard shifts will be used in the case of two-shift operation when the shifts shall be 6 a.m. to 2 p.m. and 2 p.m. to 10 p.m.

### **Machine Operator**

A Machine Operator will operate mechanical equipment including cats, cranes, tractor trailers and trucks. Hole-digging attachments, pole-setting and related equipment on line trucks shall be operated by Power Line Technicians.

### **Materials Handler**

A Materials Handler will perform duties necessary for the receiving, storing and shipping of material at stores locations. They will be required to complete stores requisitions and other stores accounting documents. They may be required to prepare Goods Received Reports. Where required, they will make simple repairs to Stores items. They will use power tools in connection with their work. They may be required to gas up and wash Hydro vehicles. In addition a Materials Handler may be required to act as a Driver/Helper.

### **Mechanic**

A Journeyman/woman Mechanic shall install, operate, maintain, overhaul and repair mechanical equipment of all kinds, and mechanical portions of electrical equipment in the Employer's electrical system exclusive of that in diesel generating stations.

### **Meter Technician**

Journeyman/woman Meter Technician shall undertake work associated with all aspects of metering as assigned.

### **Operator/Area Dispatcher**

A Journeyman/woman Operator/Area Dispatcher qualified to operate the portion of the system which they have been assigned. They shall have charge of and be responsible for the operation of transmission, subtransmission and distribution circuits, stations or portions of stations, attended or unattended, that are assigned by Operating Orders.

In addition to the operation of equipment their duties shall include issuing instructions for safe, efficient and proper operation; issuing or authorizing safety protection guarantees; dealing with area electrical disturbances and the restoration of service; communication with customers in matters of prearranged or accidental service interruptions; performing system related operations as directed by System Control Centre; promptly reporting defects or trouble which may require the attention of others; gathering operating data, maintaining logs and other records, updating display boards and performing related clerical work. Operator/Area Dispatchers in Class "2" stations or below this class, shall when required be responsible for light housekeeping and such repairs that do not interfere with operating duties.

For prerequisite qualifications an Operator/Area Dispatcher will be, or will have been, a Journeyman/woman Operator.

### **Power Dispatcher**

A Power Dispatcher is an employee who holds or has held a ticket for Journeyman/woman Operator/Area Dispatcher. The duties of a Power Dispatcher shall be to have charge of the power system operation while on shift under the direction of the Systems Operations Supervisor. Their duties shall include the issuing of instructions in regard to switching, authorizing clearances, proper load distribution and general directions essential to the safe, efficient and proper operation of the system. These duties shall also include clerical work and recording incidental to power system operation, communications with area control centres in the matter of service interruptions, as well as dealing with system disturbances and restoration of interrupted service. Their jurisdiction shall include control of the integrated system generation, H.V. transmission, interconnections and related functions with equipment provided for the purpose. They shall be advised in advance, as far as practicable, of such system changes as may affect their duties. The provisions of this part are not intended to limit or

restrict in any way the jurisdiction of the Union's bargaining unit as described in Article 3(a) hereof or to allow supervisors to perform work now performed by Power Dispatchers. The Systems Control Centre will be manned by at least 12 Power Dispatchers.

### **Power Line Technician**

A Journeyman/woman Power Line Technician shall undertake any work required to construct, repair or maintain transmission and distribution lines on poles, towers and structures, such work to include patrolling of circuits, inspections as assigned, emergency repairs, repairing of street lights, makes distribution transformer connections, investigates customer complaints and interruptions, notwithstanding the duties assigned to a Meter Technician installs and removes meters, keeps themselves familiar with lines and the distribution portion of substations, refuses transformers and disconnects, makes collections and connects and disconnects services, operates or switches on lines. A Power Line Technician including a Power Line Technician designated P.I.C. will not operate any station apparatus equipped with supervisory control.

In addition they shall undertake the framing, erection, stringing and terminating of all wire buses and overhead lines supported by strain type insulators in outdoor substations.

Notwithstanding the duties assigned to a Cable Splicer, Journeyman/woman Power Line Technician may perform work on plastic insulated cables and accessories up to and including 20/35 kV.

Hole digging attachments, pole setting and related equipment on line trucks shall be operated by Power Line Technicians.

On distribution lines 35 kV and below, not under the direct control of an Area Control Station or a generating station, the Employer will designate by local operating orders a Journeyman/woman Power Line Technician to be the Person-In-Charge of the operation of the distribution lines or circuits who shall be identified and recorded as such. The P.I.C. responsibilities of a Power Line Technician shall include issuing instructions for safety assurances on distribution lines and circuits as required by those working in proximity.

In addition they shall deal with area electrical disturbances, maintain logs and other records as well as keeping up to date the mimic display board for the system.

Notwithstanding the duties assigned to an Electrician, a Power Line Technician may on 35 kV and below operate and switch distribution equipment up to but not including the feeder bus in distribution supply stations. On 35 kV and above in distribution supply stations a Power Line Technician may on occasion be required to switch or replace fuses where fault conditions have occurred and an Electrician is not readily available.

### **Senior Operator/Area Dispatcher**

When two or more Operator/Area Dispatchers are on shifts to which no Chief is regularly scheduled on duty, one of the employees shall be assigned the shift and designated the Senior. They shall work as an Operator/Area Dispatcher and shall provide general supervision to the operating personnel with whom they are working to ensure that work is carried out safely, efficiently and expeditiously.

### **Senior Steam Control Operator**

A Senior Steam Control Operator is a Power Engineer holding a Second Class Certificate. They shall be directly responsible to their immediate supervisor for the operation of the main boilers and the supervision of plant operation, which shall include the issuing of safety protection guarantees. In addition they shall supervise and co-ordinate the work of the operating crew. They shall be responsible for the prompt reporting of defects or faults which require the attention of maintenance personnel or others. Under the direction of the area control centre they may be required to operate switchyard equipment by remote control.

### **Senior Storekeeper**

A Senior Storekeeper shall work as a Storekeeper and direct the work of not more than four other store employees. If the Senior Storekeeper is absent from their location for more than three hours, a Storekeeper shall be paid as a Senior Storekeeper for the day.

### **Shift Engineer**

Operates heating, ventilation and air conditioning plant. Maintains, installs and repairs HVAC equipment as directed by the Chief Engineer. Must have a valid B.C. Third Class Stationary Engineer's Certificate.

### **Shipper/Receiver**

Receives, records and arranges for delivery of incoming and outgoing shipments at the Head Office. Checks deliveries and shipments and reports damaged parcels or discrepancies in weight and quantities. Assists with loading and unloading of goods; weighs and sorts packages. Stores undelivered goods in storeroom for safekeeping. May operate lifting devices in performance of duties. In their absence a Custodian will be appointed to perform these duties.

### **Steam Control Operator**

A Steam Control Operator is a Power Engineer holding a Second Class Certificate. They shall assist the Senior Steam Control Operator in the operation of all plant equipment and in supervising and co-ordinating the work of the operating crew. Under the direction of the area control centre they may be required to operate switchyard equipment by remote control.

## **Steam Plant Operator**

A Steam Plant Operator is a Power Engineer holding a Third Class Certificate who is responsible, under the direction of a Senior Steam Control Operator or Steam Control Operator, for the operation of the turbo-alternators and turbine house auxiliary equipment. They will also perform in-plant switching as required. They shall, when required, carry out duties on the boilers and other plant equipment and shall, as necessary, supervise the work of the Auxiliary Plant Operator and Driver/Helpers.

## **Storekeeper**

An employee qualified in the operation of material stores. A Storekeeper shall undertake work associated with the operation of a material stores including ordering, receiving, storing, shipping and delivery of material, and inventory monitoring and control as assigned.

## **Thermal Plant Maintenance Technician:**

(Refer to Part X)

The Thermal Plant Maintenance Technician is a qualified Electrician/Instrumentation and Controls Technologist/Mechanic who will take responsibility, under the direction of the Manager for the maintenance and/or operation of FNG. The required skill set (Electrician, Instrumentation and Controls Technologist, or Mechanic) will be identified in the job bulletin. Duties will include installation, maintenance, overhaul, calibration, operation, and repair of the following systems and processes: mechanical systems, gas turbine calibration, instrument calibration, process loops, distributed control systems, programmable logic controllers, all plant electrical equipment including high voltage distribution and relaying; environmental emissions monitoring equipment, and all other related and relevant duties.

## **Thermal Plant Operations Technician**

(Refer to Part X)

The Thermal Plant Operations Technician is a Power Engineer holding a Third, or Second, Class Certificate of Competency, who will take responsibility, under the direction of the Manager, for the safe and efficient operation of the power station areas assigned. Duties will include operating and maintaining the plant to applicable standards, procedures, guidelines, and regulations; including gathering operating data, maintaining logs and records, performing related clerical work; identifying and reporting equipment problems, identifying process problems, developing solutions; familiarisation and on the job training of others, preparing emergency preparedness and response procedures as required, performing startups and shutdowns, and being responsible for substation switching under the direction of the Area Control Center, as well as performing all

other related and relevant duties. In addition to the operation and maintenance of equipment, this person's duties shall include issuing instructions for safe, efficient and proper operation, and issuing or authorizing safety protection guarantees.

### **Tool Crib Attendant**

A Tool Crib Attendant will be required to make minor repairs to tools and equipment under their jurisdiction and make arrangements for their major repair as required. They will be required to drive a truck to deliver and/or pick up tools and equipment away from their normal headquarters. They will be required to receive, ship and store tools, equipment and minor stores and to maintain detailed inventories of tools, equipment and minor stores within the tool crib and in vehicles and trailers used by Electrical Shop personnel and/or Kitchener Street Line crew personnel as applicable. They will issue tools, equipment and minor stores from the tool crib and to maintain records of persons receiving and returning these tools and equipment. They will be responsible for completing stores requisitions and other stores documents and to identify all tools and equipment as the property of B.C. Hydro. They may be required to perform other duties of a minor nature related to the operation and maintenance of their tool crib. They may be required from time to time to supervise men under their charge. The terms of supervision and rate to be the same as that for a Sub-Foreman/woman or Foreman/woman as applicable.

### **Trades Training Instructor**

A Trades Training Instructor shall be a Journeyman/woman. The Instructor will supervise, instruct and demonstrate safe and efficient work methods and procedures, and electrical theory on the distribution, transmission, and station systems in the classroom and in the field.

The Instructor provides supervision, instruction, demonstration and assistance on all aspects of live line work as required. The Instructor organizes lessons and materials and may assist in the development, review and revision of course content. The Instructor will maintain progress reports and records related to the training of Apprentices.

In classroom training situations where an employee is assigned to teach skills to employees the temporary Instructor will be paid the appropriate Foreman/woman's percentage wage note rate for their classification in accordance with Article 13(d).

### **Trades Training Projects Coordinator**

(Refer to MoU #37)

In addition to the responsibilities of the Trades Training Instructor, the Trades Training Projects Coordinator will provide leadership and project coordination in research, design, development, evaluation and maintenance of a variety of trades training programs, work procedures and reference materials. Program implementation and assessments must ensure safe and efficient trade work

practices. This position may direct the work of other Trades Training Instructors, journeymen/women, external consultants or subject matter experts and may assist in the monitoring of overall product/program cost and quality. The Trades Training Projects Coordinator may make recommendations as to external training products and providers.

### **Trouble Technician**

A Trouble Technician is a Power Line Technician who works the #2 and #3 shifts, including Saturdays and Sundays at straight time rates of pay. With only familiarization, Trouble Technicians shall be capable of working alone in analyzing and resolving trouble associated with circuit configuration, loading, and switching procedures within their assigned urban area.

### **Unassigned Operator/Area Dispatcher**

A Journeyman/woman Operator/Area Dispatcher for whom no operating duties are available. They shall perform the duties of a Helper.

### **Vehicle Tradesman/woman**

A Journeyman/woman automotive mechanic, machinist, bodyman, heavy duty mechanic or qualified welder shall generally perform the duties of their trade. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. A Vehicle Tradesman/woman may be assisted by a Driver/Helper.

### **Winder**

A Journeyman/woman Winder shall wind, overhaul, maintain and repair electrical motors, generators, transformers, regulators, coils, other electrical machines and apparatus.

**Note:** The parties agree that notwithstanding the new Sub-Foreman/woman and Foreman/woman job descriptions, the Sub-foreman Vehicle Tradesman/woman may continue to supervise 'two or more' other Vehicle Tradesmen/women.

## **ATTENDED STATION CLASSIFICATIONS**

### **Article 37**

- (a) During the life of this Agreement, the reclassification and the initial classification of new attended stations will be made by the Employer in accordance with the provisions of (c) below.
- (b) In the event the Union disagrees with the classification of an attended station, the matter will be discussed by the Parties and failing resolution,

either Party may, upon notice to the other, refer the matter directly to Stage III of the grievance procedure, with arbitration if required.

- (c) Subject to the foregoing, attended Stations to which Operator/Area Dispatchers are assigned will be classified as defined and listed below:

Class 1 (Not Applicable)

Class 2

Integrated attended generating stations with a nameplate capacity greater than 50 MW.

Revelstoke  
Mica  
G.M. Shrum

Class 3

Includes (1) non-integrated attended generating stations, or (2) integrated attended generating stations with a nameplate capacity of 50 MW or less.

Fort Nelson, Bella Coola, Dease Lake, Atlin, Masset, Sandspit

**PART VII  
WAGE SCHEDULES**

**ARTICLE 44  
REGULAR EMPLOYEES' WAGE SCHEDULE**

JOB CLASSIFICATION	01 April 2005	01 April 2006	01 April 2007	01 April 2008	01 April 2009
S AUTOMOTIVE AND HEAVY VEHICLE PARTSMAN/WOMAN, SENIOR	26.92	27.46	28.00	28.70	29.55
S AUTOMOTIVE AND HEAVY VEHICLE PARTSMAN/WOMAN	25.16	25.66	26.17	26.82	27.62
S AUXILIARY PLANT OPERATOR (2ND YEAR) (NOTE 8 Article 44 IBEW CA)	26.28	26.80	27.34	28.03	28.86
SS AUXILIARY PLANT OPERATOR, (1ST YEAR) (NOTE 8 Article 44 IBEW CA)	24.82	25.31	25.82	26.47	27.26
SS AUXILIARY PLANT OPERATOR, (PROBATIONER) (NOTE 8 Article 44 IBEW CA)	23.36	23.82	24.30	24.91	25.66
S CABLE SPLICER, FOREMAN/WOMAN	38.70	39.86	41.06	42.29	43.98
S CABLE SPLICER, SUB-FOREMAN/WOMAN	37.35	38.47	39.63	40.81	42.45
S CABLE SPLICER	33.65	34.66	35.70	36.77	38.24
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST, FOREMAN/WOMAN	40.16	40.96	41.78	42.83	44.11
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST, SUB-FOREMAN/WOMAN	38.76	39.54	40.33	41.34	42.58
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST	34.92	35.62	36.33	37.24	38.36
S CONSTRUCTION TOOL AND MATERIAL HANDLER, FOREMAN/WOMAN	27.41	28.45	29.03	29.60	30.20
S. CONSTRUCTION TOOL AND MATERIAL HANDLER, SUBFOREMAN/WOMAN		27.46	28.02	28.57	29.15
S CONSTRUCTION TOOL AND MATERIAL HANDLER		24.74	25.24	25.74	26.26
S COORDINATOR VEGETATION MANAGEMENT	27.29	28.47	29.04	29.81	30.59
SS CUSTODIAN, SENIOR	20.99	21.41	21.84	22.28	22.73
SS CUSTODIAN	19.62	20.01	20.41	20.82	21.24
S DAM CARETAKER, SUB- FOREMAN/WOMAN	28.24	28.80	29.38	30.11	31.01
S DAM CARETAKER I	25.44	25.95	26.47	27.13	27.94
SS DAM CARETAKER II	21.92	22.36	22.81	23.38	24.08
SS DIESEL STATION ATTENDANT DIESEL STATION ATTENDANT I, Class 3	21.92	22.36	22.81	23.38	24.08
DIESEL STATION ATTENDANT I, Class 3 Chief	26.84	27.38	27.93	28.63	29.49
S DIESEL STATION ATTENDANT I, Class 3 Chief	29.78	30.38	30.99	31.76	32.71
S DIESEL STATION MECHANIC, FOREMAN/WOMAN	34.27	35.32	36.02	36.92	38.39
S DIESEL STATION MECHANIC, SUB-FOREMAN/WOMAN	33.08	34.09	34.77	35.63	37.05
S DIESEL STATION MECHANIC	29.80	30.71	31.32	32.10	33.38
SS DRIVER/HELPER	22.47	22.92	23.38	23.85	24.33
S ELECTRICIAN, FOREMAN/WOMAN	34.56	35.25	35.95	36.85	38.32
S ELECTRICIAN, SUB-FOREMAN/WOMAN	33.36	34.02	34.70	35.56	36.99
S ELECTRICIAN	30.05	30.65	31.26	32.04	33.32

*S ENGINEER, CHIEF	<b>28.15</b>	<b>28.71</b>	<u>29.28</u>	<u>30.01</u>	<u>30.91</u>
*S ENGINEER, SHIFT	<b>26.43</b>	<b>26.96</b>	<u>27.50</u>	<u>28.19</u>	<u>29.04</u>
S EQUIPMENT SAFETY TESTER, FOREMAN/WOMAN	<b>30.98</b>	<b>31.60</b>	<u>32.23</u>	<u>33.04</u>	<u>34.03</u>
S EQUIPMENT SAFETY TESTER, SUB-FOREMAN/WOMAN	<b>29.90</b>	<b>30.50</b>	<u>31.11</u>	<u>31.89</u>	<u>32.84</u>
S EQUIPMENT SAFETY TESTER	<b>26.94</b>	<b>27.48</b>	<u>28.03</u>	<u>28.73</u>	<u>29.59</u>
S GEN TRADESMAN/WOMAN, FOREMAN/WOMAN	<b>29.26</b>	<b>29.84</b>	<u>30.44</u>	<u>31.20</u>	<u>32.13</u>
S GENERAL TRADESMAN/WOMAN, SUB-FOREMAN/WOMAN	<b>28.24</b>	<b>28.80</b>	<u>29.38</u>	<u>30.11</u>	<u>31.01</u>
S GENERAL TRADESMAN/WOMAN	<b>25.44</b>	<b>25.95</b>	<u>26.47</u>	<u>27.13</u>	<u>27.94</u>
S GENERATION AREA SCHEDULER	<b>33.40</b>	<b>34.87</b>	<u>35.57</u>	<u>36.80</u>	<u>38.07</u>
*S HEAT, VENT AND AIR COND MECHANIC, SUB-FOREMAN/WOMAN	<b>31.25</b>	<b>31.87</b>	<u>32.50</u>	<u>33.31</u>	<u>34.31</u>
*S HEAT, VENT AND AIR COND MECHANIC	<b>28.15</b>	<b>28.71</b>	<u>29.28</u>	<u>30.01</u>	<u>30.91</u>
*S HEAT, VENT AND AIR COND TECHNICIAN	<b>30.01</b>	<b>30.61</b>	<u>31.22</u>	<u>32.00</u>	<u>32.96</u>
S INDUSTRIAL ENGINEERING TECHNICIAN, SUB-FOREMAN/WOMAN	<b>31.15</b>	<b>31.77</b>	<u>32.40</u>	<u>33.21</u>	<u>34.21</u>
S INDUSTRIAL ENGINEERING TECHNICIAN	<b>28.06</b>	<b>28.62</b>	<u>29.19</u>	<u>29.92</u>	<u>30.82</u>
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST FOREMAN/WOMAN	<b>34.06</b>	<b>36.11</b>	<u>36.83</u>	<u>37.75</u>	<u>38.88</u>
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST SUB-FOREMAN/WOMAN	<b>32.88</b>	<b>34.85</b>	<u>35.55</u>	<u>36.44</u>	<u>37.53</u>
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST	<b>29.62</b>	<b>31.40</b>	<u>32.03</u>	<u>32.83</u>	<u>33.81</u>
LINE TRUCK OPERATOR	<b>N/A</b>	<b>26.72</b>	<u>27.25</u>	<u>27.93</u>	<u>28.77</u>
S LOCK-KEEPER, SUB-FOREMAN/WOMAN	<b>29.08</b>	<b>29.66</b>	<u>30.25</u>	<u>31.00</u>	<u>31.93</u>
S LOCK-KEEPER	<b>26.20</b>	<b>26.72</b>	<u>27.25</u>	<u>27.93</u>	<u>28.77</u>
S MACHINE OPERATOR	<b>26.20</b>	<b>26.72</b>	<u>27.25</u>	<u>27.93</u>	<u>28.77</u>
SS MATERIALS HANDLER	<b>22.47</b>	<b>22.92</b>	<u>23.38</u>	<u>23.85</u>	<u>24.33</u>
S MECHANIC, FOREMAN/WOMAN	<b>34.20</b>	<b>35.24</b>	<u>35.95</u>	<u>36.85</u>	<u>38.32</u>
S MECHANIC, SUB-FOREMAN/WOMAN	<b>33.01</b>	<b>34.01</b>	<u>34.70</u>	<u>35.56</u>	<u>36.99</u>
S MECHANIC	<b>29.74</b>	<b>30.65</b>	<u>31.26</u>	<u>32.04</u>	<u>33.32</u>
S METER TECHNICIAN, FOREMAN/WOMAN	<b>34.56</b>	<b>35.25</b>	<u>35.95</u>	<u>36.85</u>	<u>38.32</u>
S METER TECHNICIAN, SUB- FOREMAN/WOMAN	<b>33.36</b>	<b>34.02</b>	<u>34.70</u>	<u>35.56</u>	<u>36.99</u>
S METER TECHNICIAN	<b>30.05</b>	<b>30.65</b>	<u>31.26</u>	<u>32.04</u>	<u>33.32</u>
S OPERATE TRAINER (NOTE 9 Art 44 IBEW CA)	<b>38.14</b>	<b>38.90</b>	<u>39.68</u>	<u>40.67</u>	<u>41.89</u>
S OPERATOR/AREA DISPATCHER, CHIEF CLASS 1 STATIONS	<b>38.48</b>	<b>39.25</b>	<u>40.04</u>	<u>41.04</u>	<u>42.27</u>
CLASS 2 STATIONS	<b>34.22</b>	<b>34.91</b>	<u>35.61</u>	<u>36.50</u>	<u>37.60</u>
CLASS 3 STATIONS	<b>29.79</b>	<b>30.39</b>	<u>31.00</u>	<u>31.78</u>	<u>32.73</u>
S OPERATOR/AREA DISPATCHER, SENIOR (NOTE 7 Article 44 IBEW CA) CLASS 1 STATIONS	<b>36.06</b>	<b>36.77</b>	<u>37.51</u>	<u>38.45</u>	<u>39.60</u>
CLASS 2 STATIONS	<b>32.06</b>	<b>32.71</b>	<u>33.36</u>	<u>34.20</u>	<u>35.22</u>
CLASS 3 STATIONS	<b>27.91</b>	<b>28.48</b>	<u>29.05</u>	<u>29.78</u>	<u>30.67</u>
S OPERATOR/AREA DISPATCHER (INCLUDING RELIEF OPERATOR/AREA DISPATCHER) CLASS 1 STATIONS	<b>34.67</b>	<b>35.36</b>	<u>36.07</u>	<u>36.97</u>	<u>38.08</u>
CLASS 2 STATIONS	<b>30.83</b>	<b>31.45</b>	<u>32.08</u>	<u>32.88</u>	<u>33.87</u>
CLASS 3 STATIONS	<b>26.84</b>	<b>27.38</b>	<u>27.93</u>	<u>28.63</u>	<u>29.49</u>
S OPERATOR/AREA DISPATCHER, UNASSIGNED	<b>26.84</b>	<b>27.38</b>	<u>27.93</u>	<u>28.63</u>	<u>29.49</u>
S POWER DISPATCHER	<b>39.87</b>	<b>40.67</b>	<u>41.48</u>	<u>42.52</u>	<u>43.80</u>

S POWER LINE TECHNICIAN, FOREMAN/WOMAN	<b>35.57</b>	<b><u>36.64</u></b>	<u>37.74</u>	<u>38.87</u>	<u>40.42</u>
S POWER LINE TECHNICIAN, SUB-FOREMAN/WOMAN	<b>34.33</b>	<b><u>35.36</u></b>	<u>36.43</u>	<u>37.52</u>	<u>39.02</u>
S POWER LINE TECHNICIAN	<b>30.93</b>	<b><u>31.86</u></b>	<u>32.82</u>	<u>33.80</u>	<u>35.15</u>
SS SHIPPER/RECEIVER	<b>19.62</b>	<b><u>20.01</u></b>	<u>20.41</u>	<u>20.82</u>	<u>21.24</u>
S STEAM CONTROL OPERATOR, SENIOR	<b>33.34</b>	<b><u>34.01</u></b>	<u>34.69</u>	<u>35.56</u>	<u>36.63</u>
S STEAM CONTROL OPERATOR, (2ND CLASS ENGINEER)	<b>31.91</b>	<b><u>32.55</u></b>	<u>33.20</u>	<u>34.03</u>	<u>35.05</u>
S STEAM PLANT OPERATOR - (3RD CL ENGINEER)	<b>29.20</b>	<b><u>29.78</u></b>	<u>30.38</u>	<u>31.14</u>	<u>32.07</u>
S STORE KEEPER, FOREMAN/WOMAN	<b>26.27</b>	<b><u>26.80</u></b>	<u>27.34</u>	<u>27.89</u>	<u>28.45</u>
S STORE KEEPER, SENIOR	<b>24.44</b>	<b><u>24.93</u></b>	<u>25.43</u>	<u>25.95</u>	<u>26.47</u>
SS STORE KEEPER	<b>22.84</b>	<b><u>23.30</u></b>	<u>23.77</u>	<u>24.25</u>	<u>24.74</u>
THERMAL PLANT OPERATIONS TECHNICIAN	<b>34.24</b>	<b><u>34.92</u></b>	<u>35.62</u>	<u>36.51</u>	<u>37.61</u>
THERMAL PLANT MAINTENANCE TECHNICIAN	<b>32.43</b>	<b><u>33.08</u></b>	<u>33.74</u>	<u>34.58</u>	<u>35.96</u>
S TOOL CRIB ATTENDANT	<b>24.40</b>	<b><u>24.89</u></b>	<u>25.39</u>	<u>25.90</u>	<u>26.42</u>
S TRADES TRAINING INSTRUCTOR	<b>35.02</b>	<b><u>36.64</u></b>	<u>37.74</u>	<u>38.87</u>	<u>40.42</u>
S TRADES TRAINING PROJECT COORDINATOR	<b>38.52</b>	<b><u>40.30</u></b>	<u>41.51</u>	<u>42.76</u>	<u>44.46</u>
S TROUBLE TECHNICIAN	<b>33.71</b>	<b><u>34.72</u></b>	<u>35.76</u>	<u>36.83</u>	<u>38.30</u>
*S VEHICLE TRADESMAN/WOMAN, SUB-FOREMAN/WOMAN	<b>30.77</b>	<b><u>31.38</u></b>	<u>32.01</u>	<u>32.81</u>	<u>33.80</u>
*S VEHICLE TRADESMAN/WOMAN	<b>27.72</b>	<b><u>28.27</u></b>	<u>28.84</u>	<u>29.56</u>	<u>30.45</u>
S WINDER, FOREMAN/WOMAN	<b>33.57</b>	<b><u>34.24</u></b>	<u>34.93</u>	<u>35.80</u>	<u>37.24</u>
S WINDER, SUB-FOREMAN/WOMAN	<b>32.40</b>	<b><u>33.04</u></b>	<u>33.71</u>	<u>34.55</u>	<u>35.94</u>
S WINDER	<b>29.19</b>	<b><u>29.77</u></b>	<u>30.37</u>	<u>31.13</u>	<u>32.38</u>
* Classifications receiving a tool allowance.					

**APPRENTICESHIP WAGE RATES EFFECTIVE 01 APRIL 2006 – 01 APRIL 2009 (APPENDIX B)**

		<u>JMN</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>CABLE</u>	<b>01 April 2006</b>	34.66	26.00	26.00	26.00	26.00	26.00	27.73	29.46	31.19		
<u>SPLICER</u>	<b>01 April 2007</b>	35.70	26.78	26.78	26.78	26.78	26.78	28.56	30.35	32.13		
	<b>01 April 2008</b>	36.77	27.58	27.58	27.58	27.58	27.58	29.42	31.25	33.09		
	<b>01 April 2009</b>	38.24	28.68	28.68	28.68	28.68	28.68	30.59	32.50	34.42		
<u>COMMUNICATION,</u>	<b>01 April 2006</b>	35.62	26.72	26.72	26.72	26.72	28.50	32.06				
<u>PROTECTION &amp;</u>	<b>01 April 2007</b>	36.33	27.25	27.25	27.25	27.25	29.06	32.70				
<u>CONTROL TECH</u>	<b>01 April 2008</b>	37.24	27.93	27.93	27.93	27.93	29.79	33.52				
	<b>01 April 2009</b>	38.36	28.77	28.77	28.77	28.77	30.69	34.52				
<u>ELECTRICIAN</u>	<b>01 April 2006</b>	30.65	22.99	22.99	22.99	22.99	22.99	24.52	26.05	27.59		
	<b>01 April 2007</b>	31.26	23.45	23.45	23.45	23.45	23.45	25.01	26.57	28.13		
	<b>01 April 2008</b>	32.04	24.03	24.03	24.03	24.03	24.03	25.63	27.23	28.84		
	<b>01 April 2009</b>	33.32	24.99	24.99	24.99	24.99	24.99	26.66	28.32	29.99		
<u>INSTRUMENTATION</u>	<b>01 April 2006</b>	31.40	23.55	23.55	23.55	23.55	23.55	25.12	26.69	28.26	28.26	29.83
<u>&amp; CONTROLS TECH</u>	<b>01 April 2007</b>	32.03	24.02	24.02	24.02	24.02	24.02	25.62	27.23	28.83	28.83	30.43
(see Note below)	<b>01 April 2008</b>	32.83	24.62	24.62	24.62	24.62	24.62	26.26	27.91	29.55	29.55	31.19
	<b>01 April 2009</b>	33.81	25.36	25.36	25.36	25.36	25.36	27.05	28.74	30.43	30.43	32.12
<u>MECHANIC</u>	<b>01 April 2006</b>	30.65	22.99	22.99	22.99	22.99	22.99	24.52	26.05	27.59		
	<b>01 April 2007</b>	31.26	23.45	23.45	23.45	23.45	23.45	25.01	26.57	28.13		
	<b>01 April 2008</b>	32.04	24.03	24.03	24.03	24.03	24.03	25.63	27.23	28.84		
	<b>01 April 2009</b>	33.32	24.99	24.99	24.99	24.99	24.99	26.66	28.32	29.99		
<u>METER</u>												
<u>TECHNICIAN</u>	<b>01 April 2006</b>	30.65	22.99	22.99	22.99	22.99	24.52	26.05	27.59			
	<b>01 April 2007</b>	31.26	23.45	23.45	23.45	23.45	25.01	26.57	28.13			
	<b>01 April 2008</b>	32.04	24.03	24.03	24.03	24.03	25.63	27.23	28.84			
	<b>01 April 2009</b>	33.32	24.99	24.99	24.99	24.99	26.66	28.32	29.99			
<u>OPERATOR/AREA</u>												
<u>DISPATCHER,</u>	<b>01 April 2006</b>	28.52	21.39	21.39	21.39	21.39	22.82	24.24	25.67			
<u>ELECTRICAL</u>	<b>01 April 2007</b>	29.09	21.82	21.82	21.82	21.82	23.27	24.73	26.18			
(See Note below)	<b>01 April 2008</b>	29.82	22.37	22.37	22.37	22.37	23.86	25.35	26.84			
	<b>01 April 2009</b>	30.71	23.03	23.03	23.03	23.03	24.57	26.10	27.64			
<u>POWER LINE</u>	<b>01 April 2006</b>	31.86	23.90	23.90	23.90	23.90	25.49	27.08	28.67			
<u>TECHNICIAN</u>	<b>01 April 2007</b>	32.82	24.62	24.62	24.62	24.62	24.62	27.90	29.54			
	<b>01 April 2008</b>	33.80	25.35	25.35	25.35	25.35	27.04	28.73	30.42			
	<b>01 April 2009</b>	35.15	26.36	26.36	26.36	26.36	28.12	29.88	31.64			
<u>WINDER</u>	<b>01 April 2006</b>	29.77	22.33	22.33	22.33	22.33	22.33	23.82	25.30	26.79		
	<b>01 April 2007</b>	30.37	22.78	22.78	22.78	22.78	22.78	24.30	25.81	27.33		
	<b>01 April 2008</b>	31.13	23.35	23.35	23.35	23.35	23.35	24.90	26.46	28.02		
	<b>01 April 2009</b>	32.38	24.29	24.29	24.29	24.29	24.29	29.50	27.52	29.14		

## WAGE NOTES

- Note 1: Deleted.
- Note 2: A minimum of the Driver/Helper rate will be paid to employees for time spent operating a power saw.
- Note 3: 'Deleted'
- Note 4: Eight hours' pay per day, Monday to Friday: overtime Saturday and Sunday. Rate subject to review when cooking for crew of over 12 individuals.
- Note 5: Employees will be paid not less than the Driver/Helper rate plus 75% of the difference between the Machine Operator rate and Driver/Helper rate, when they drive the Tucker Sno-Cat or Thiokol vehicles, Ryd-a-Rail or such other vehicles as are mutually agreed by the parties to have similar capabilities. This formula will apply to "Hiab" operators and to Power Line Technicians and Driver/Helpers hauling poles with line trucks.
- Note 6: Deleted.
- Note 7: The following rate applications shall be applied to regular and temporary Utility employees.
- The rate of pay for Senior Operator/Area Dispatcher listed in Article 44 is 104% of appropriate basic job classification rate.
- The rate of pay for Senior Storekeepers listed in Article 44 is 107% of the appropriate basic job classification rate.
- The rate of pay for Sub-Foreman/woman and Designated Sub-Foreman/woman is 111% of the appropriate basic job classification rate.
- The rate of pay for Chief Operator/Area Dispatchers listed in Article 44 is 111% of the appropriate basic job classification rate.
- The rate of pay for Foremen/women listed in Article 44 is 115% of the appropriate basic job classification rate.
- Note 8: Rates for Thermal Plant APO's shall be calculated as follows:
- |                 |                           |
|-----------------|---------------------------|
| APO Probationer | - 80% of Burrard SPO Rate |
| APO 1st Year    | - 85% of Burrard SPO Rate |

APO 2nd Year - 90% of Burrard SPO Rate

Note 9: The rate of pay for the Trades Training Projects Coordinator is 110% of the Trades Training Instructor rate. The rate of pay for the Operate Trainer is 110% of the Operator Area Dispatcher Class 1 Station rate.

Note 10: Pursuant to the Letter of Understanding between the parties dated August 15, 2002, it has been agreed that PLTs who have been certified to perform barehand work will receive a monthly premium as acknowledgement of the certification required for undertaking barehand work, under the following conditions:

(a) Certification requirements are as follows:

- The premium is only for certified PLTs performing barehand work on transmission voltages.
- Training and experience for certification follows the criteria identified in the Barehand Manual.
- Once the training has started it will be completed within 6-months, unless operational demands deem otherwise.

(b) The number and work locations of PLTs required to perform barehand work will be determined by BCH management in consultation with the IBEW.

(c) Work Methods Department will keep a detailed log of all training and barehand hours logged by each PLT. They will also keep a current record of who is barehand certified.

(d) Barehand certification training shall be on a voluntary basis.

(e) Premium is 6% of annual PLT salary and will be paid monthly.

(f) Premium is retroactive to 1 July 2002 for certified PLTs.

## **PART VIII**

### **CONDITIONS FOR UTILITY AND CONSTRUCTION BUSINESS UNIT TEMPORARY EMPLOYEES**

The conditions of employment of temporary employees shall be governed in general by the terms of this Agreement, the following exclusions being specifically noted:

#### **EXCLUSIONS**

Articles 11, 13(q) (as related to line construction), Article 14, with the exception of 14 (c), Article 15, with the exception of the preamble, (e) 4., (h) and (l), and Article 44.

Prior to the start of each quarter, the Employer shall submit to the Union a list of construction jobs or projects, forecasted for that quarter.

### **TEMPORARY EMPLOYMENT, HIRING PROCEDURE AND TRAVEL ARRANGEMENTS**

#### **Article 47**

(a) Temporary employees may be engaged to augment the forces of the Hydro Construction Business Unit for a particular job or project without regard to the procedures established in Article 18 of Part I hereof. Temporary employees may also be hired by other business units to augment the regular employees for a limited time period outlined in Article 18 (a) of Part 1 hereof. Such employees will be engaged by the Employer, who will co-operate in this endeavour with the Local Union. The method of engagement of temporary employees for each job or project will be in accordance with the following.

1. (a) The Employer will notify the Union when a temporary position(s) needs to be filled and will indicate the location and the conditions that will apply. As an option, the Employer shall have the right to request by name, members in good standing of the Union, to fill fifty percent (50%) of their requirement. If the call by name option is utilized by the Employer, preference in filling the remaining fifty percent (50%) of the temporary positions will be given to members of Local Union 258, IBEW.

(b) Notwithstanding paragraph 1 (a) each business unit and area of the CBU may identify for name call via the IBEW hiring hall certain members on the basis of specific training, experience (e.g. subforeman), or good safety record. In

addition, if only one member is required, hiring of one member by the employer will be rotated between the name call and the union hiring hall list, based on the requirements of the position as initially requested by CBU.

2. If the call by name option is not exercised by the Employer, preference in filling the temporary positions will be given to members of Local Union 258, IBEW, who have previously been directly employed by the Employer. If members who have not worked previously for the Employer are referred, they will be given consideration along with other candidates.
3. The Employer will indicate at the time of the initial request, the number of positions to be filled, the specific skills required, and whether or not travel, and/or room and board will be provided by the Employer.
4. In cases where travel, and/or room and board will not be provided by the Employer, the Union shall as soon as possible and at the most within four working days of notification advise the Employer of the availability of qualified Local Union 258 members.
  - (i) When no qualified Local Union 258 members are available pursuant to (1) and (2) above, the Employer may employ anyone who is qualified, provided that the Employer does not provide travel, and/or room and board.
  - (ii) If the Employer is unable to fill the position(s) in this manner, the Employer will then contact the Union, detailing the travel and/or room and board provisions.
5. In cases where travel, and/or room and board is provided by the Employer, the Union shall as soon as possible and at the most within four working days of notification advise the Employer of the availability of qualified Local Union 258 members. When no qualified Local Union 258 members are available pursuant to (1) and (2) above, the Employer may employ anyone who is qualified.
6. The point of hire for temporary employees shall be their assigned headquarters which will be a place of the Employer's business such as a linerroom, powerhouse, station, meter room, warehouse, or office etc.
7. When time and travel expenses have been paid from the point of hire to the job, return travel time and travel expenses will be paid when the following circumstances prevail:
  - (i) lay-off for lack of work,

- (ii) termination from service for cause,
- (iii) resignation after 90 calendar days continuous employment,
- (iv) acceptance on a regular bulletined vacancy.

(b) Layoff & Seniority

1. The layoff of temporary employees shall be conducted by job classification, by seniority other things being equal with regard to the ability of the employee to perform the remaining work. Seniority is defined as total time of employment regardless of classification since the original hire date if the employee has not been subject to a lay-off lasting longer than twelve months. If a lay-off is longer than twelve months, the employee's previous seniority will not be retained.

Subject to the foregoing, L.U. 258 members shall be retained over non-members provided the member has the same or a lesser entitlement to room and board as the more senior non-member employee the employee is replacing.

2. In the event of the reduction of temporary employees, such employees will, at the time of layoff, have the option to replace the junior temporary employee within their classification working for the same Employer organizational unit (e.g. Power Supply, CBU, T&D (Utility)) and in the same defined Local Union Unit Area (Unit 5 and Unit 6 considered one Unit Area for this purpose) provided that:
  - (i) The employee has been employed for three consecutive months at any time during their employment history with the Employer.
  - (ii) The employee replaces the most junior employee and accepts the same entitlement as the junior employee, or accepts the entitlement provided in Article 48, which ever is the lesser.
  - (iii) Such a replacement will only take place where other things are equal with regards to the ability of the employee to perform the remaining work.
  - (iv) The replacement will only take place where the employee will have more than two weeks work .
  - (v) The replaced employee will be laid off without further recourse under this clause.

3. Employees who are laid off and rehired within a twelve-month period will return to the seniority list on rehire and will be credited with the seniority they held at the time of the last layoff.
  4. Accredited classification seniority can be used to apply for a regular position in accordance with the terms of Article 18 (d) and (e).
- (c) Qualified non-trades employees can perform safety testing on hot sticks. This may include, if needed, any employee who may require assistance through Return to Work or for other workplace accommodation due to medical disability. It is agreed that in any case, the test results will be reviewed by a journeyman.

## **HEADQUARTERS, TRANSPORTATION AND TRAVELLING EXPENSES**

### **Article 48**

- (a) Each temporary employee shall have an assigned headquarters and this shall be the point of hire as determined in Article 47 (a). This assigned headquarters shall establish the free area where the Employer is not responsible to provide travel or room and board allowances. Employees will normally start and stop each working day or shift at their assigned headquarters.

In the Lower Mainland of B.C., the designated free area shall be defined as the region that extends from the Upper Level Highway Hillcrest exit, to the continuation of Whatcom Road North in the Central Fraser Valley. Where assigned work at a temporary report point is located outside of this designated region, up to and including Lions Bay to the West and up to, but not including Hope, to the East, employees shall receive an additional 0.75 cents, for each straight time hour worked. For employees headquartered within the defined free area of the Lower Mainland and who are assigned work at a temporary report point located beyond these defined borders, the employer will be required to provide room and board.

- (b) Notwithstanding (a) above, for employees headquartered outside the defined free area of the Lower Mainland, the Employer may establish 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:
1. A temporary report point established within the forty-eight (48) kilometres, as measured by the shortest road route from the assigned headquarters shall be considered a free zone and as such, will not attract additional payments.
  2. A temporary report point established within the forty-eight (48) kilometres to eighty (80) kilometres, as measured by the shortest road route from the assigned 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.

3. In the event that the employee is assigned temporarily to work more than eighty kilometres (80) from their assigned headquarters, as measured by the shortest road route, the Employer will be obligated to provide room and board. Under these circumstances, a report point shall be established, which may be either the job site or the designated place of temporary accommodation.
  - (i) Time spent in travel between the headquarters or temporary report points and the job site at the commencement and termination of work each day will be paid for as time worked. Where geographical restrictions occur, i.e. ferries, road closures, etc., the Employer shall be responsible for any additional costs to employee, i.e. ferry fares, tolls, etc.
  - (ii) Where the distance in travel between the designated place of the temporary accommodation and the job site is forty-eight (48) kilometres or less, as measured by the shortest road route, the employee will report to the job site directly at the commencement of the work day.
  - (iii) Where the distance in travel between the designated place of the temporary accommodation and the job site is more than forty-eight (48) kilometres, as measured by the shortest road route, the report point will be the designated place of accommodation.
  - (iv) Where an employee requests transportation between the place of the temporary accommodation and the job site, the request will not be unreasonably denied.
  - (v) An employee who is quartered in a commercial facility may request a single room for themselves and such a request will be granted provided such accommodation is available at the time.
4. At any point where the Employer is responsible under this Agreement for board and lodging and the employee affected lodges in the immediate vicinity of this temporary headquarters:
  - (i) a living allowance of \$63.00 per day for seven days per week, may by mutual agreement between the Employer and the employee, be granted in lieu thereof;
  - (ii) notwithstanding the above, the employer and the local union may agree to establish a rate of living allowance which would

be granted to all employees in lieu of board and lodging entitlement, for the duration of a specific project.

- (c) When an employee is entitled to board and lodging or living allowance in lieu thereof, and they elect, notwithstanding that entitlement, to live at their normal place of residence, they will receive \$63.00 per day for each day they report to work instead of board and lodging or living allowance in lieu thereof.

- (d) Weekend check out

Temporary employees desiring to check out of employer provided accommodation on non-working days shall receive one-half of the living 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.

- (e) Camps

Construction camps requiring eating, sleeping, ablution, laundry and recreation facilities that are set up for Construction Business Unit employees shall generally conform to the provision set out in the Camp Rules and Regulations covering B.C. and Yukon Territory as approved by the Building and Construction Trades Council and the Construction Labour Relations Association of B.C. as amended from time to time. The one-employee-to-a-room provision will apply.

Where there are no adequate commercial facilities available self-contained trailer units may be set up near existing restaurant facilities to accommodate small numbers of employees for jobs of short duration. This exception to the Camp Standards may only be made by agreement between the parties prior to work starting on a job project.

- (f) The employer will provide transportation for periodic leaves for workers at projects not accessible by road or regularly scheduled public transportation.

Periodic leave will be discussed during a pre-job conference for projects as defined above but will be generally restricted as follows:

1. Job duration to exceed sixty (60) calendar days
2. No wages, expenses, allowances or travel time will be paid during the leave, although V.O. may be taken.
3. Leave will be subject to supervisor's approval to facilitate adequate manning and progress on the job.

- 4 Leave will be granted to a maximum of seven (7) calendar days for every forty (40) calendar days at the project site.
- 5 No penalties shall be incurred where leaves cannot be scheduled at exact forty (40) day intervals due to weather conditions, manning requirements, etc.
6. Transportation will be provided to and from the nearest centre where regularly scheduled public transportation is available.

(g) Employees who return home for the weekend or on non-working days, are required to check out of any employer provided accommodation under Article 48 (4) (d), Weekend check out.

## HELICOPTERS

### Article 49

- (a) The provisions of Article 13(q) shall apply to temporary employees not engaged in the actual course of construction of transmission and distribution lines.

In the event that a helicopter is used by the Employer during the actual course of construction of transmission and distribution lines a temporary employee shall be paid wages in the manner following:

1. An employee who during the course of a 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 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 that day requires them to work on the ground shall for the day be paid a premium equal to twenty-five percent (25%) of their straight-time wages for all hours worked during that day.
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 them to work above ground under a helicopter shall for that day be paid a premium equal to fifty percent (50%) of their straight-time wages for all hours worked during that day.
4. Nothing contained in 1., 2. and 3. herein shall be construed or interpreted in such manner as will entitle a employee in any one day in respect of the use of a helicopter to claim a premium exceeding an amount equal to fifty percent (50%) of their straight-time wages for all hours worked during that day.

5. The words "assigned to work directly with a helicopter" contained in 2. and 3. above shall be deemed to apply only to a employee expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at their station of work and nothing in the recited 2. and 3. above shall be construed or interpreted in such manner as will entitle a employee to claim helicopter premiums for any other work in advance of or preparatory to operations subsequently performed with the use of a helicopter.
6. An employee being transported on the job by helicopter shall carry with them their hand tools and safety belt together with their lunch and rain clothing when appropriate. Other line tools and rigging supplies and miscellaneous materials necessary for performance of the work shall be carried together with a employee and when appropriate shall be carried in a sling beneath the helicopter.
7. An employee who during the course of the day is assigned to work directly with a helicopter shall be covered by a death and dismemberment insurance in the amount of \$100,000 at the cost of the Employer and in accordance with the Hydro's insurance policy.

## **OVERTIME**

### **Article 50**

Article 21 is varied for temporary employees by the following:

- (a) Report time penalties only apply to Construction Business Unit work where early starting is scheduled to last less than five consecutive working days.
- (b) The Employer shall have the sole discretion of withholding V.O. days while the job or project is in progress other than in circumstances where urgent personal needs, such as sickness or emergency can be proven.

## **STATUTORY HOLIDAYS**

### **Article 51**

Article 23 is varied for temporary employees by the following:

- (a) Statutory Holiday pay for a temporary 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%) of the employee's straight and overtime earnings and post it to their credit as a holiday fund. Then, as each statutory holiday occurs, they shall be paid their normal day's pay; which in turn shall be deducted from their 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 them from the holiday fund once yearly on the pay cheque for pay #3.

- (b) If a temporary employee terminates; all the money accumulated for them in the fund will be paid, less such sum as has been previously paid for holidays. Any deficiency will be recovered by the Employer.

## **ANNUAL VACATION**

### **Article 52**

Article 22 is varied for temporary employees by the following:

Vacation entitlement and vacation payment for temporary employees shall be as follows:

- (a) Temporary employees with less than one year of accredited service prior to January 1st of any year, shall receive one-twelfth of three weeks of vacation for each full month worked in the preceding calendar year. Employees with less than one year of continuous service and more than one year of accredited service shall receive one-twelfth of the vacation set out in the schedule below for each full month worked in the preceding calendar year.
- (b) Temporary employees with more than one year of continuous service prior to January 1st of any year and who complete the accredited service shown under column (1) during that year, shall be entitled to the corresponding number of weeks of annual vacation with pay as shown in column (2). If an employee does not complete the accredited service in the transition entitlement year, they are not entitled to the additional week.

(1) <b>Accredited Service</b>	(2) <b>Annual Vacation</b>
1 to 8 years	3 weeks
9 to 16 years	4 weeks
17 to 24 years	5 weeks
25 and later	6 weeks

- (c) Temporary employees may request at time of hire to receive their Annual Vacation pay every two weeks as a percentage of earnings, or receive payment at the time of their vacation as outlined above.

## **DAY WORKERS TEMPORARILY WORKING SHIFTS**

### **Article 53**

This provision does not apply for temporary employees hired for shift operation of the electrical system, in which case Article 20 provisions apply.

The following conditions vary the provisions of Article 20, and shall apply to shift operations for Temporary Employees:

- (a) Shift work will be worked as required by the Employer. The minimum duration of shift work shall be five working days. The union will be advised of Employer shift requirements.
- (b) On establishment of shift operations, at least 72 hours' notice shall be given to employees required to work on the #1 or #3 shift. If less notice is given, then the following penalties shall apply:
  - 1. from 48 hours' notice up to but not including 72 hours' notice: first shift at straight time plus 7 1/2 hours pay for short notice differential;
  - 2. from 24 hours' notice up to but not including 48 hours' notice: first two shifts at straight-time plus 7 1/2 hours pay for short notice differential for each of the two shifts;
  - 3. less than 24 hours' notice first three shifts at straight-time plus 7 1/2 hours' pay for short notice differential for each of the three shifts.
- (c) Where the parties agree to establish a shift operation (see Item (j) herein) lasting less than five working days, employees working the #1 or #3 shifts will be paid at prevailing overtime rates.
- (d) Employees on the #2 shift receive 7 1/2 hours' straight-time pay for each 7 1/2 hours worked Monday through Friday. Employees on the #1 and #3 shifts shall receive 7 1/2 hours' straight time pay plus one hour shift differential at straight-time rate Monday through Friday.
- (e) During each shift an unpaid one-half hour allowance for a meal will be scheduled. The meal period, as far as possible, shall equally divide the working shift. In addition, two paid coffee breaks will be scheduled for each shift.

- (f) All other time worked outside of the established shift schedule, Monday through Friday, shall be considered as overtime and paid for at prevailing overtime rates.
- (g) When shift work is performed on Saturday, Sunday or statutory holidays, all times worked shall be paid at prevailing overtime rates. Shift differentials do not apply.
- (h) Normal shift times may be varied by agreement to accommodate local conditions or problems between Employer and the Union. Conditions of shift differential and overtime arrangements as written will still apply.
- (i) Shift rotation will be arranged with employees so as to equalize approximately the time any one employee spends on each shift.
- (j) Any amendments to the above provisions and any other specific arrangements entailed in the shift work to be instituted shall be determined between the parties.
- (k) Shifts will be adjusted for the efficient operation of the Sodium Dispersion Manufacturing and PCB Solids Destruction Plants.

## **HEALTH AND WELFARE**

### **ARTICLE 54**

Temporary employees under this agreement shall be covered by the Joint Electrical Industry Welfare Plan. The Employer shall remit to the Plan Administrator \$2.40 for each hour paid to temporary employees. This payment shall be in addition to the total compensation described in Article 55. However, if the required payment to the Plan at any time exceeds \$2.40 per hour paid to temporary employees, the amount in excess of \$2.40 per hour will be obtainable by reduction of the total compensation described in Article 55. All overtime hours worked for the purpose of the above shall be considered two payroll hours.

## ARTICLE 55

### TEMPORARY EMPLOYEES' WAGE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>01 Apr 2005</u>	<u>01 April 2006</u>	<u>01 April 2007</u>	<u>01 April 2008</u>	<u>01 April 2009</u>
S AUTOMOTIVE AND HEAVY VEHICLE PARTSMAN/WOMAN, SENIOR	27.53	28.08	28.63	29.35	30.23
S AUTOMOTIVE AND HEAVY VEHICLE PARTSMAN/WOMAN	25.73	26.24	26.76	27.43	28.25
S AUXILIARY PLANT OPERATOR (2ND YEAR)	27.30	27.85	28.40	29.12	29.99
SS AUXILIARY PLANT OPERATOR, (1ST YEAR)	25.78	26.30	26.83	27.50	28.32
SS AUXILIARY PLANT OPERATOR, (PROBATIONER)	24.26	24.75	25.25	25.88	26.66
S CABLE SPLICER, FOREMAN/WOMAN	39.23	40.40	41.61	42.86	44.57
S CABLE SPLICER, SUB-FOREMAN/WOMAN	37.86	38.99	40.16	41.37	43.02
S CABLE SPLICER	34.11	35.13	36.18	37.27	38.76
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST, FOREMAN/WOMAN	42.23	43.07	43.93	45.03	46.38
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST, SUB-FOREMAN/WOMAN	40.76	41.57	42.40	43.47	44.77
S COMMUNICATION, PROTECTION AND CONTROL (CPC) TECHNOLOGIST	36.72	37.45	38.20	39.16	40.33
S CONSTRUCTION TOOL AND MATERIAL HANDLER, FOREMAN/WOMAN		28.65	29.22	29.81	30.41
S CONSTRUCTION TOOL AND MATERIAL HANDLER, SUB-FOREMAN/WOMAN	26.58	27.65	28.21	28.77	29.35
S CONSTRUCTION TOOL AND MATERIAL HANDLER	24.42	24.91	25.41	25.92	26.44
SS CUSTODIAN, SENIOR	21.10	21.52	21.95	22.38	22.83
SS CUSTODIAN	19.72	20.11	20.51	20.92	21.34
S DAM CARETAKER, SUB-FOREMAN/WOMAN	29.26	29.85	30.45	31.21	32.15
S DAM CARETAKER I	26.36	26.89	27.43	28.12	28.96
SS DAM CARETAKER II	22.43	22.88	23.34	23.92	24.64
SS DIESEL STATION ATTENDANT	22.43	22.88	23.34	23.92	24.64
DIESEL STATION ATTENDANT 1, Class 3	27.85	28.41	28.98	29.70	30.59
DIESEL STATION ATTENDANT 1, Class 3, Chief	31.91	32.55	33.20	34.03	35.05
S DIESEL STATION MECHANIC, FOREMAN/WOMAN	35.71	36.79	37.52	38.47	40.01
S DIESEL STATION MECHANIC, SUB- FOREMAN/WOMAN	34.47	35.51	36.22	37.13	38.62
S DIESEL STATION MECHANIC	31.05	31.99	32.63	33.45	34.79
SS DRIVER/HELPER	22.64	23.09	23.55	24.02	24.50
S ELECTRICIAN, FOREMAN/WOMAN	34.70	35.39	36.10	37.00	38.48
S ELECTRICIAN, SUB-FOREMAN/WOMAN	33.49	34.15	34.84	35.71	37.14
S ELECTRICIAN	30.17	30.77	31.39	32.17	33.46
*S ENGINEER, CHIEF	29.23	29.81	30.41	31.17	32.11
*S ENGINEER, SHIFT	27.46	28.01	28.57	29.28	30.16
S EQUIPMENT SAFETY TESTER, FOREMAN/WOMAN	32.38	33.03	33.68	34.52	35.56
S EQUIPMENT SAFETY TESTER, SUB-FOREMAN/WOMAN	31.26	31.88	32.51	33.32	34.32
S EQUIPMENT SAFETY TESTER	28.16	28.72	29.29	30.02	30.92
S GEN TRADESMAN/WOMAN, FOREMAN/WOMAN	30.25	30.85	31.48	32.26	33.22
S GENERAL TRADESMAN/WOMAN,					

<b>JOB CLASSIFICATION</b>	<b>01 Apr 2005</b>	<b>01 April 2006</b>	<b>01 April 2007</b>	<b>01 April 2008</b>	<b>01 April 2009</b>
SUB-FOREMAN/WOMAN	29.19	29.78	30.38	31.14	32.07
S GENERAL TRADESMAN/WOMAN	26.30	26.83	27.37	28.05	28.89
*S HEAT, VENT AND AIR COND MECHANIC, SUB-FOREMAN/WOMAN	32.45	33.09	33.76	34.60	35.64
*S HEAT, VENT AND AIR COND MECHANIC	29.23	29.81	30.41	31.17	32.11
*S HEAT, VENT AND AIR COND TECHNICIAN	31.39	32.02	32.66	33.48	34.48
S INDUSTRIAL ENGINEERING TECHNICIAN, SUB-FOREMAN/WOMAN	32.77	33.42	34.09	34.94	35.99
S INDUSTRIAL ENGINEERING TECHNICIAN	29.52	30.11	30.71	31.48	32.42
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST					
FOREMAN/WOMAN	35.70	37.84	38.59	39.56	40.74
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST					
SUB-FOREMAN/WOMAN	34.45	36.52	37.25	38.18	39.33
S INSTRUMENTATION AND CONTROLS TECHNOLOGIST	31.04	32.90	33.56	34.40	35.43
US LABOURER	15.76	16.08	16.40	16.73	17.06
S LINE TRUCK OPERATOR	27.19	27.73	28.28	28.99	29.86
S LOCK-KEEPER, SUB-FOREMAN/WOMAN	30.23	30.82	31.45	32.23	33.20
S LOCK-KEEPER	27.23	27.77	28.33	29.04	29.91
S MACHINE OPERATOR	27.19	27.73	28.28	28.99	29.86
SS MATERIALS HANDLER	23.06	23.52	23.99	24.47	24.96
S MECHANIC, FOREMAN/WOMAN	35.57	36.65	37.39	38.32	39.85
S MECHANIC, SUB-FOREMAN/WOMAN	34.33	35.38	36.09	36.99	38.46
S MECHANIC	30.93	31.87	32.51	33.32	34.65
S METER TECHNICIAN, FOREMAN/WOMAN	36.21	36.94	37.67	38.62	40.16
S METER TECHNICIAN, SUB-FOREMAN/WOMAN	34.95	35.65	36.36	37.27	38.76
S METER TECHNICIAN	31.49	32.12	32.76	33.58	34.92
S OPERATOR/AREA DISPATCHER, CHIEF					
CLASS 1 STATIONS	40.09	40.89	41.71	42.76	44.04
CLASS 2 STATIONS	36.09	36.81	37.54	38.48	39.64
CLASS 3 STATIONS	30.91	31.54	32.17	32.97	33.95
S OPERATOR/AREA DISPATCHER, SENIOR					
CLASS 1 STATIONS	37.56	38.31	39.08	40.06	41.27
CLASS 2 STATIONS	33.81	34.49	35.17	36.06	37.14
CLASS 3 STATIONS	28.96	29.55	30.14	30.89	31.81
S OPERATOR/AREA DISPATCHER (INCLUDING RELIEF OPERATOR/AREA DISPATCHER)					
CLASS 1 STATIONS	36.12	36.84	37.58	38.52	39.68
CLASS 2 STATIONS	32.51	33.16	33.82	34.67	35.71
CLASS 3 STATIONS	27.85	28.41	28.98	29.70	30.59
S OPERATOR/AREA DISPATCHER, UNASSIGNED	27.85	28.41	28.98	29.70	30.59
S POWER DISPATCHER	39.50	40.29	41.10	42.13	43.39
S POWER LINE TECHNICIAN, FOREMAN/WOMAN	35.91	37.00	38.11	39.25	40.83
S POWER LINE TECHNICIAN, SUB- FOREMAN/WOMAN	34.67	35.71	36.79	37.88	39.41
S POWER LINE TECHNICIAN	31.23	32.17	33.14	34.13	35.50
SS SHIPPER/RECEIVER	19.72	20.11	20.51	20.92	21.34
S STEAM CONTROL OPERATOR, SENIOR	34.58	35.27	35.98	36.88	37.99
S STEAM CONTROL OPERATOR, (2 <sup>ND</sup> CLASS ENGINEER)	33.14	33.80	34.48	35.34	36.40
S STEAM PLANT OPERATOR, (3 <sup>RD</sup> CLASS ENGINEER)	30.33	30.94	31.56	32.35	33.32
S STORE KEEPER, FOREMAN/WOMAN	26.90	27.44	27.99	28.55	29.13
S STORE KEEPER, SENIOR	25.03	25.53	26.04	26.57	27.10
SS STORE KEEPER	23.39	23.86	24.34	24.83	25.33

<b>JOB CLASSIFICATION</b>	<b>01 Apr 2005</b>	<b>01 April 2006</b>	<b>01 April 2007</b>	<b>01 April 2008</b>	<b>01 April 2009</b>
THERMAL PLANT OPERATIONS TECHNICIAN	<u>35.61</u>	<u>36.32</u>	<u>37.05</u>	<u>37.97</u>	<u>39.11</u>
THERMAL PLANT MAINTENANCE TECHNICIAN	33.73	34.40	35.09	35.96	37.40
S TOOL CRIB ATTENDANT	24.35	24.84	25.34	25.85	26.37
S TROUBLE TECHNICIAN	34.03	35.05	36.10	37.18	38.67
*S VEHICLE TRADESMAN/WOMAN, SUB-FOREMAN/WOMAN	31.97	32.61	33.27	34.10	35.12
*S VEHICLE TRADESMAN/WOMAN	28.80	29.38	29.97	30.72	31.64
S WINDER, FOREMAN/WOMAN	34.93	35.63	36.34	37.25	38.74
S WINDER, SUB-FOREMAN/WOMAN	33.71	34.39	35.08	35.95	37.40
S WINDER	30.37	30.98	31.60	32.39	33.69
* Classifications receiving a tool allowance.					

## WAGE NOTES

Note 10: Deleted

Note 11: 'Deleted'

Note 12: Deleted

Note 13: Employee will be paid not less than the Driver/Helper rate plus 75% of the difference between the Machine Operator rate and Driver/Helper rate, when they drive the Tucker Sno-Cat or Thiokol vehicles, Ryd-a-Rail or such other vehicles as are mutually agreed by the parties to have similar capabilities. This formula will apply to "Hiab" operators and to Power Line Technicians and drivers hauling poles with line trucks.

Note 14: The following rate applications shall be applied to temporary employees.

The rate of pay for Senior Operator/Area Dispatcher is 104% of appropriate basic job classification rate.

The rate of pay for Senior Storekeepers is 107% of the appropriate basic job classification rate.

The rate of pay for Sub-Foreman/woman and Designated Sub-Foreman/woman is 111% of the appropriate basic job classification rate.

The rate of pay for Chief Operator/Area Dispatchers 111% of the appropriate basic job classification rate.

The rate of pay for Foremen/women is 115% of the appropriate basic job classification rate.

- Note 15: A minimum of the Driver/Helper rate will be paid to employees for time spent operating a power saw.
- Note 16: Eight hours' pay per day, Monday to Friday: overtime Saturday and Sunday. Rate subject to review when cooking for crew of over 12 employees.
- Note 17: The wage rate of a Senior Custodian and Senior Automotive and Heavy Vehicle Partsman supervising employees other than Tradesmen/women is 107% of their basic job classification.
- Note 18: Temporary Utility Vehicle Instructor to receive 111% of classification rate in accordance with Article 13(d).
- Note 19: Notwithstanding the job description for General Trades, General Trades working for the Construction Department will comply in general with the trades jurisdictions of the separate trade classifications when employed on construction projects as determined by pre-job conferences.

Sub-Foremen/women General Tradesmen/women and Foremen/women General Tradesmen/women will supervise the same numbers of employees in the same fashion as Sub-Foremen/women and Foremen/women in the electrical trades.

While it is accepted that Sub-Foremen/women General Tradesmen/women and Foremen/women General Tradesmen/women will not directly supervise electrical Journeymen/women, there will be times when an electrical Journeyman/woman will come under the general supervision of a Sub-Foreman/woman or Foreman/woman General Tradesman/woman.

In carrying out drilling and blasting of rock the following will prevail:

- (a) General Tradesmen/women (Powdermen/women) must have a valid blasting certificate.
- (b) On line work, the drillers will be classified as General Tradesmen/women, but need not have a blasting certificate.
- (c) On station work, the driller will be classified as a Helper unless the employee is required to operate a compressor, and under this condition the employee will be classified as a General Tradesman/woman.

Note 20: The Employer may mail pay stubs via Canada Post at its discretion.

## **PART IX**

“This Part applies to the following classifications of employees who are employed in building maintenance, vehicle servicing and vehicle stores, transferred by the variance of certification dated 19 August 1981, excepting those who were incorporated into existing Local Union 258 IBEW classifications:

Shift Engineer, Heating Ventilation and Air Conditioning Technician, Heating Ventilation and Air Conditioning Mechanic, Vehicle Tradesman/woman, Automotive and Heavy Vehicle Partsman, Driver/Helper, Custodian, Shipper/Receiver, (includes appropriate crew supervisory classifications)

Employees included in this Part will receive conditions of employment and benefits of the Collective Agreement, subject to the exceptions detailed herein.”

### **HEADQUARTERS - ARTICLE 61**

For the purposes of Article 15(a) the following will each be considered as single headquarters.

Vehicle Services

Edmonds garage including Lochburn.

Commercial Property Management

(i) Edmonds complex

(ii) Dunsmuir complex

(iii) Surrey complex

### **HOURS OF WORK - ARTICLE 62**

Article 20 does not apply and in lieu the following shall apply:

- A. 1. Seven and one-half (7 1/2) hours shall constitute a working day. Regular hours shall be 08:00 to 12:00 and 12:30 to 16:00 Monday to Friday, provided, however, that the lunch period may be moved not more than one-half (1/2) hour in either direction when the Sub-Foreman/woman or other person in charge determines that special circumstances or completion of a particular task warrant such variation. Should work become unavailable during the working day,

payment will nevertheless be made for 7 1/2 hours for the day. All other times except as otherwise provided shall be computed at overtime rates as defined in Article 21.

Working hours will be the equivalent of 35 hours per week for all employees covered by this Part. The reduction in hours worked by other than shift workers shall be achieved by designating 17 Mondays through the calendar year as paid days off except that any such employee may be scheduled to work at straight-time rates on not more than 10 designated Mondays in the calendar year and receive the following Friday as a paid day off in lieu. Employees required to work on a designated Monday as per the above shall be notified no later than the end of the last regularly scheduled work day prior to the designated Monday.

Employees, other than shift workers, who are required to work on a designated Monday and who were not scheduled to work on that day or employees, other than shift workers, required to work on their Friday off in lieu of a designated Monday shall be paid in accordance with Article 21 and in addition shall receive pay for 7 1/2 hours at straight-time rates and no day off in lieu shall be taken.

Not later than 30 November of each year a schedule of designated Mondays for the following calendar year shall be agreed to by the Parties. This schedule shall not necessarily coincide with the schedule provided for in Article 20a(1). The schedule shall provide 17 designated Mondays which insofar as possible when combined with statutory holidays will give a Monday paid day off every second week and will avoid insofar as possible four day work weeks in two successive weeks when statutory holidays are taken into account.

2. Exceptions to 1 above are as follows:

(a) Vehicles Services - Hours of Work

(i) Garages

07:30 - 15:30  
16:00 - 24:00\*

(ii) Head Office

07:30 - 15:30

(iii) Mobile employees hours of work shall be any eight consecutive hours, including 1/2 hour unpaid lunch period, Monday to Friday. Mobile employees working other than the hours 08:00 to 16:00 will, in addition to

their regular rates of pay, receive a shift differential premium of 6.25% of their regular rates of pay.

- (b) Commercial Property Management - Hours of Work
  - (i) Custodians - Edmonds complex  
07:00 - 15:00  
16:15 - 00:15\*
  - (ii) Custodians - Edmonds complex, Surrey complex (excluding garage):  
16:00 - 24:00\*
  - (iii) Custodian - Surrey Garage  
17:00 - 01:00\*

\* These employees shall receive a shift differential payment of 3% of their regular rates of pay.

- (c) It is agreed that where employees are transferred to work with another crew they will assume the hours of work already established under the terms of the Agreement for the crew with which they are being integrated. Where entire crews are moved from one location to another, the hours of work will be those established by the Agreement.

Further exceptions will be made where it is decided by written agreement between the Employer and the Local Union that other hours would be of mutual benefit. Employees assigned to work at locations far removed from their regular headquarters may have their normal hours of work varied by agreement between the Union and the Employer. Accumulated time off and designated SWP days occurring during this period will be taken immediately upon return from the assigned work.

- 3. (a) Vehicle Services
  - (i) Management will post a duty roster at each headquarters every six months.
  - (ii) The duty roster will specify the crew complement i.e. number of Mechanics, Welders, Machinists, etc., on each shift to be worked.

(iii) Employees will schedule themselves on the duty roster. Shift rotations will be arranged by employees so as to equalize approximately the time any one employee spends on each shift.

(b) Commercial Property Management

(i) Management will post a duty roster at each headquarters every six months.

(ii) The duty roster will specify the crew complement on each shift to be worked.

(iii) Employees will schedule themselves on the duty roster, subject to their capabilities to perform assigned duties during that shift. Shift rotation will be arranged by employees so as to equalize approximately the time any one employee spends on each shift.

(c) Shift Changes

When employees scheduled shifts are changed, three (3) calendar days notice will be provided. If less notice is given, up to the first three of the changed shifts, occurring consecutively, shall be at double-time rates as follows:

72 hours' notice - no penalty;

48 hours' notice - 1 shift at double-time;

24 hours' notice - 2 shifts at double-time;

less than 24 hours' notice - 3 shifts at double-time.

Shift changes requested by the employee will not be subject to overtime penalties.

4. Notwithstanding anything to the contrary in the Agreement, in the event of an emergency forest closure as authorized under the Forest Act, the work day shall consist of seven and one-half hours at straight-time rates irrespective of the time commenced. If closure time is reached before seven and one-half hours have been worked payment will nevertheless be made for seven and one-half hours for the day. Overtime rates shall apply for those hours worked in excess of seven and one-half. Work shall be continued until closure hours with a minimum of seven and one-half hours' pay for the day. Due to the emergency conditions meals will be eaten on the job and meal periods will be paid as defined in Article 21(h).

It is understood that the foregoing arrangement of hours and rates of pay as defined above is devised to cover emergent conditions peculiar only to forest closure orders.

5. 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 the individual chose not to perform should not have been assigned in view of weather conditions existing at the time.

B. 1. Shift Employees

In the case of Shift Engineers, Chief Engineer Custodians, Shipper/Receiver, and any further classifications by mutual agreement by the parties for whom the requirements of service require eight hours of work in a shift, employees will be paid 7 1/2 hours straight-time wages for each shift worked and they will be credited with one-half hour per shift worked which will be scheduled off with pay. This banked time shall not exceed +30 banked hours.

The reduction in hours worked by shift workers shall be achieved by including 17 days off with pay for 7 1/2 hours at straight-time rates in the shift schedules. Shift workers who are required to work on a scheduled SWP day shall be paid in accordance with Article 21 and in addition shall be paid for 7 1/2 hours at straight-time and no day off in lieu shall be taken.

The following will apply when changing from Standard Time to Daylight Saving Time and vice-versa: 7 1/2 hours will be paid in both instances to the employees who work the full shift between midnight and 08:00 a.m. when the time change occurs. Such payment will be made regardless of whether the length of shift involves seven or nine hours as a result of the time change.

2. Shift times

(i) Custodians:

Shift #1	23:00 - 07:00
#2	07:00 - 15:00
#3	15:00 - 23:00

(ii) Shift Engineers:

Shift #2	06:30 - 14:30
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#2 08:00 - 16:00  
#3 14:30 - 22:30

(iii) Shipper/Receiver:

Shift #2 08:00 - 16:00 Monday to Friday.

3. The Shift Engineers will draw up a monthly schedule so that regular and adequate relief will be provided on a rotational basis. In the event they are unable to do so the Employer will draw up the Schedule. The schedules for any particular month will be submitted to the employer by the 15th of the preceding month and will be posted on the 20th of that month.
4. It shall be the intent of the parties to provide for 24 hour shift operation as needs of the service demand. It is agreed that an eight hour day will be maintained provided a planned schedule shall be arranged whereby within a maximum three month period shift workers shall have time off to average out a 35 hour straight time week.
5. Shift Employee Premiums
  - (a) Shift employees working the #1 shift will, in addition to their regular rates of pay, receive an hourly shift differential payment of seven point two five percent (7.25%) of their regular rates of pay.
  - (b) Shift employees working the #3 shift will, in addition to their regular rates of pay, receive an hourly shift differential premium of four percent (4%) of their regular rates of pay.
  - (c) Shift employees working on Statutory Holidays will not receive either of the above differentials. However, shift employees scheduled to work on Statutory Holidays will, in addition to the shift differential premiums, be paid at time and one-half (1 1/2) for those days and an HMV day will be scheduled off as the Parties agreed to in Article 20(b)4(c).
  - (d) Unscheduled work on Statutory Holidays will be paid at overtime rates as defined in Article 21 in addition to the regular day's pay for the Statutory Holiday and will not attract any of the above shift premiums.
6. Shift Changes

When shift employees' scheduled shifts are changed, three (3) calendar days' notice will be provided. If less notice is given up to

the first three of the changed shifts, occurring consecutively, shall be at double-time rates as follows:

72 hours' notice - no penalty;  
48 hours' notice - 1 shift at double-time;  
24 hours' notice - 2 shifts at double-time;  
less than 24 hours notice - 3 shifts at double time.

Shift changes requested by the employee will not be subject to overtime penalties.

It is agreed that where employees are transferred to work with another crew they will assume the hours of work already established under the terms of the Agreement for the crew with which they are being integrated. Where entire crews are moved from one location to another, the hours of work will be those established by the Agreement.

## **TOOL ALLOWANCE - ARTICLE 63**

Article 28 does not apply to employees covered under this Part. In lieu thereof the following applies;

- A. Hydro will pay a tool allowance to employees in job categories which are designated in the wage schedule. Effective 27 January 1999 the tool allowance shall be paid bi-weekly, at \$0.40 times the number of normal hours of work (excluding overtime and any other premium time) in the payment period, except for leave of absence without pay. Employees eligible for the tool allowance will be required to provide their own hand tools except for special tools which will be supplied by Hydro. Hydro and the Union will undertake periodic joint inspection of tool kits to ensure a minimum requirement is met.
- B. Mobile crews' tools and tool boxes shall have insurance coverage for fire, theft and tool box damage other than through normal wear and tear, provided that:
  - (a) Proper security procedures are observed, and
  - (b) The employee has turned into their supervisor an up-to-date tool list, inspected and signed for authenticity by management and employee.

Such coverage will not include any other personal items which may be carried in the Mobile Unit.

## **DEFINITIONS**

### **MV DAY - MONTHLY VACATION DAY**

An MV day is a day off without pay taken by shift employees in lieu of the normal unpaid Saturday-Sunday off. There will normally be 104 such days in a calendar year, i.e. two per calendar week.

### **HMV DAY - HOLIDAY MONTHLY VACATION DAY**

An HMV day is a day off with pay taken by shift employees in lieu of statutory holidays off with pay. The number of HMV days in a calendar year is equal to the number of statutory holidays in Article 23(a).

### **VO DAY - VACATION OVERTIME DAY**

A VO day is a normal day off with pay in lieu of overtime pay.

### **QV DAY - QUARTERLY VACATION DAY**

A QV day is shift worker's normal working day off with pay in lieu of working regular 8 hour shifts.

### **SWP DAY - SHORTER WORK PERIOD DAY**

An SWP day is a designated day off with pay as defined in Article 20.

## **PART X**

### **Fort Nelson Gas Turbine Generating Station (FNG)**

The IBEW and BC Hydro (the parties) have agreed to the following terms and conditions for the operation of Fort Nelson Gas Turbine Generating Station (herein FNG).

As modern single and combined cycle high load factor gas turbine generating equipment is new to BC Hydro, the purpose of this MOU is to provide the parties with an opportunity to develop the appropriate working conditions, job descriptions etc. with which to effectively operate FNG.

As some of the existing collective agreement language was written for the operation of the diesel generating station at Fort Nelson, which has since been de-commissioned, those areas of the collective agreement referring to the decommissioned diesel generating station at Fort Nelson will not apply to the operation of the new FNG co-generation combined cycle gas turbine generation station. All other relevant articles, language, and memoranda, etc. of the collective agreement will continue to apply.

As per Article 3(b) of the collective agreement, this memorandum will address the introduction of new classifications. The following job descriptions and schedule of recognition qualifications, which will apply in FNG, are as follows:

#### **A. Thermal Plant Operations Technician:**

The Thermal Plant Operations Technician is a Power Engineer holding a Third, or Second, Class Certificate of Competency, who will take responsibility, under the direction of the Manager, for the safe and efficient operation of the power station areas assigned. Duties will include operating and maintaining the plant to applicable standards, procedures, guidelines, and regulations; including gathering operating data, maintaining logs and records, performing related clerical work; identifying and reporting equipment problems, identifying process problems, developing solutions; familiarisation and on the job training of others, preparing emergency preparedness and response procedures as required, performing startups and shutdowns, and being responsible for substation switching under the direction of the Area Control Center, as well as performing all other related and relevant duties. In addition to the operation and maintenance of equipment, this person's duties shall include issuing instructions for safe, efficient and proper operation, and issuing or authorizing safety protection guarantees.

#### **B. Thermal Plant Maintenance Technician:**

The Thermal Plant Maintenance Technician is a qualified Electrician/Instrumentation and Controls Technologist/Mechanic\* who will take responsibility, under the direction of the Manager for the maintenance and/or operation of FNG. The required skill set (Electrician, Instrumentation and Controls Technologist, or Mechanic) will be identified in the job bulletin. Duties

will include installation, maintenance, overhaul, calibration, operation, and repair of the following systems and processes: mechanical systems, gas turbine calibration, instrument calibration, process loops, distributed control systems, programmable logic controllers, all plant electrical equipment including high voltage distribution and relaying; environmental emissions monitoring equipment, and all other related and relevant duties.

*\* Note: When a Mechanic is to be bulletined the parties will discuss the Mechanic bulletin in advance and the work expectations of the Mechanic position.*

**C. Qualification Recognition\*\* for FNG:**

Fourth Class Power Engineers Certification	\$20.00 bi-weekly
Third Class Power Engineers Certification	\$45.00 bi-weekly
Second Class Power Engineers Certification	\$75.00 bi-weekly
First Class Power Engineers Certification	\$95.00 bi-weekly
Millwright Certification	\$95.00 bi-weekly
Aircraft Mechanic Certification	\$95.00 bi-weekly
Instrumentation and Controls Technologist/Mechanic	\$95.00 bi-weekly
Utility/Industrial Electrician Certification	\$95.00 bi-weekly
Machinist Certification	\$70.00 bi-weekly
Relevant Post-Secondary degree/diploma	\$70.00 bi-weekly

\*Qualification recognition is paid when the certification held is above the regulated legal requirement and/or the collective agreement requirement. More than one qualification recognition may be compensated provided that the extra certification is relevant to the work performed and the certification is in addition to the principal certification required for the base position and duties required of that base position. This will also apply to employees working temporarily at FNG.

## APPENDIX "A"

### MEMORANDA OF UNDERSTANDING

No. 1	'Deleted'
No. 2	Cable Splicers
No. 3	Disconnecting Meters for Non-payment
No. 4	Basic Hand Tools
No. 5	Burrard Staffing
No. 6	<u>'Deleted'</u>
No. 7	Remote Microwave Sites
No. 8	Mica Creek
No. 9	'Deleted'
No. 10	Burrard Thermal Generating Plant
No. 11	'Deleted'
No. 12	Treatment of Indentured Apprentices Who Graduate, Resign or Are Removed From Their Apprentice Program
No. 13	Apprentices Attending Training Courses
No. 14	Employment Protection From Impact of Power Line Technicians Driving
No. 15	'Deleted'
No. 16	Meter Technicians
No. 17	'Deleted'
No. 18	Grandfathering of P&B Temporaries
No. 19	'Deleted'
No. 20	Co-op and Other Student Hiring
No. 21	Wage Treatment
No. 22	'Deleted'
No. 23	Resolution to Article 56 policy grievance
No. 24	'Deleted'
No. 25	Training Courses
No. 26	Self-Funded Sabbatical Leave
No. 27	12-Hour Shifts
No. 28	'Deleted'
No. 29	IBEW and BC Hydro's Labour Relations Forum
No. 30	Joint Industry Recovery Provision
No. 31	Labourer As An Entry Level Position
No. 32	Letters of Understanding
No. 33	Meter Technicians
No. 34	Leaves of Absence
No. 35	Vehicle Use
No. 36	Bridge River Hours of Work
No. 37	Trades Training Projects Coordinator
No. 38	<u>Apprentices Assigned To Construction Business Unit (CBU)</u>
No. 39	<u>Power Line Technician Pre-Apprenticeship Hires</u>
No. 40	<u>Process for Hiring CBU Apprentices</u>
No. 41	<u>Background Checks</u>
No. 42	<u>Use of Line Truck Operator</u>
No. 43	<u>Hiring of PLT's into Remote Locations</u>

## **MEMORANDUM OF UNDERSTANDING NO. 1**

**'DELETED'**

## **MEMORANDUM OF UNDERSTANDING NO. 2**

### **CABLE SPLICER**

#### **1. Cable Splicer Protection**

No Cable Splicer as at 19 June 1989 shall be declared surplus as a result of Power Line Technicians performing work on plastic insulated cables and accessories.

#### **2. Apprentice Cable Splicer**

Regular Power Line Technician and Apprentice Power Line Technician on the system as at 19 June 1989 shall be given preference in filling Apprentice Cable Splicer vacancies after that date provided they meet the prerequisites established by the A&TTC.

## **MEMORANDUM OF UNDERSTANDING NO. 3**

### **DISCONNECTING METERS FOR NON-PAYMENT**

Local 258 agrees that collectors may disconnect single phase self-contained meters and network meters for non-payment and security deposit only. The reconnections shall be performed by IBEW personnel.

This work is normally carried out under the jurisdiction of the IBEW and, therefore, the Employer will not cause any lay-off due to lack of work which may arise through this arrangement.

## **MEMORANDUM OF UNDERSTANDING NO. 4**

### **BASIC HAND TOOLS**

It is the Hydro's intent to develop a list of basic hand tools which will be provided for electrical Tradesmen/women other than Power Line Technicians, as per the understanding reached during the liaison meeting held in Vernon on 17 and 18 October 1963.

## MEMORANDUM OF UNDERSTANDING NO. 5

### BURRARD STAFFING

1. During the term of this Memorandum the Employer will assign 5 Senior Steam Control Operators, 5 Steam Control Operators, 5 Steam Plant Operators and a sufficient number of Steam Plant Operators and Auxiliary Plant Operators to provide a total of 6 from these two categories.
2. The above assignments shall be made without bulletining the vacancies.
3. Subject to Item 1 above management shall have the right to use:
  - a) Steam Control Operators as Senior Steam Control Operators;
  - b) Steam Plant Operators with Second or Third Class certificates and appropriate control room experience may be used as Steam Control Operators;

Where a temporary reclassification occurs the employee will be paid the enhanced classification rate.

4. When one or more unit boilers are fired the Employer will man shifts in accordance with the Station Classification and Manning Committee minimum steam operator manning requirements for the number of units in operation.

When no unit boilers are fired shift manning, if any, will be at management's discretion. Where steam personnel are scheduled on shift one shall be a Senior Steam Control Operator, or a Steam Control Operator paid at the Senior Steam Control Operator rate, and at least one additional steam operator of any category.

5. Prior to the operators making up the shift schedule for any month management will advise of the shift coverage required to meet the planned firing of unit boilers for that month. Operators in excess of the shift coverage requirements shall be designated as relief operators and treated as follows:
  - i) Prior to making up the shift schedule for any month management will advise the operators of the days and shifts to which relief operators are to be assigned.
6. No steam operator bulletined to Burrard Thermal Generating Plant as at 14 January 1984 will be declared surplus as a result of the implementation of the staffing described in Item 1 above. This provision will no longer have effect on and after the date upon which the bulletined steam operator staffing at Burrard Thermal Generating Plant is reduced to the staffing described in Item 1 above.

7. Notwithstanding anything contained herein this Memorandum of Understanding will terminate where it is decided to lay off all steam operator personnel. In the event the plant is restaffed with steam operators this Memorandum of Understanding will be reinstated. When the plant is restaffed the steam operators named in Item 6 above, who at the time of restaffing have recall rights, will be recalled in accordance with Article 5(b).

**MEMORANDUM OF UNDERSTANDING NO. 6**  
**“DELETED”**

**MEMORANDUM OF UNDERSTANDING NO. 7**

**REMOTE MICROWAVE SITES**

Employees shall not, as a condition of employment, be directed to stay overnight at remote microwave sites unless acceptable permanent overnight accommodations are provided. Notwithstanding the above, to assure the safety and well-being of employees who are obliged by weather conditions or vehicle breakdown to sleep overnight at such sites, the following minimum standards shall be maintained on a year-round basis:

1. All weather sleeping bags
2. Air mattresses
3. Food
4. Cooking facilities
5. Washing facilities
6. Communication Standby facilities
7. Heating facilities - Standby
8. Fire fighting and fire alarm equipment and medical supplies.

In respect to winter survival equipment, winter survival training and standby survival vehicles the employer recognizes that these are matters of safety and is prepared to abide by the decisions of the Safety Practices Committee.

Employees upon arrival at remote microwave sites shall first assure themselves of the availability of such emergency equipment and in its absence shall notify the supervisor as soon as possible.

**Memorandum of Understanding No. 8 – Mica Creek**  
**(as per LoU dated April 23, 2004)**

This Memorandum shall apply to regular and temporary employees covered by Parts I to VIII of the Collective Agreement and headquartered at Mica Creek (“Mica”).

Except where provided herein the provisions of the Collective Agreement shall apply.

## 1. TRANSPORTATION

In general, employees will not be required to operate vehicles for the purpose of transporting employees from the muster point(s) in Revelstoke to Mica other than detailed below.

- a. Hydro will provide quality transportation, equipped as required by the applicable Safety Acts and Regulations, between a muster point established at Revelstoke and Mica at the commencement and completion of each work week. Travel each way between the muster point and Mica will be partially compensated as in 3 (a). Employees leaving the muster point by 08:00 (Day 1), will not lose any of their regular straight time wages as a result of delays caused by the road conditions from Revelstoke to Mica. Reasonable effort will be made to seat 2 employees to a bench seat or alternative transportation may be provided.
- b. Hydro will provide vehicles for transportation of employees staying in the Mica staffhouse to the Mica powerhouse, however, such normal travel will be done on the employee's own time.
- c. Where an employee for any reason is absent or otherwise misses the transportation provided by Hydro, the employee is then responsible for providing their own transportation at their own cost. Time lost by the employee will not be paid. If requested by an employee(s) commencing or returning from sick leave or emergency situation, Hydro will make a reasonable effort to provide transportation which can be used by the employee(s) to travel between Revelstoke and Mica. If a Mica employee, at Hydro's request, is willing to drive a Hydro vehicle to Revelstoke on their own time for purposes of transporting an employee from sick leave, then the employee will be paid 45 minutes travel time upon their return during regular Mica hours.
- d. Except where provided for elsewhere in the Memorandum Of Understanding when employees driving vehicles to the employee's intended destination (i.e. the muster point, powerhouse or staffhouse), it is the intent that such driving will be provided without compensation.

Employees driving Hydro vehicles are covered by Hydro's insurance while travelling on Hydro business or for other pre-authorized use, which may include taking a vehicle home by the most direct route.

- e. Hydro assures that employees who are provided with transportation by Hydro for the purpose of travel between the muster point, staffhouse and powerhouse are covered by Workers' Compensation or equivalent.

## 2. ACCOMMODATION AT MICA

- a. All new employees headquartered at Mica must participate in the commuting arrangements outlined in paragraph 1 above.
- b. Employees currently headquartered at Mica and who claim full-time residency in Mica as of the date of this agreement ("Resident Employees" are Johnny Gargul; George Goodwin; Greg Horton; and, Lance Lavigne) will be grandparented for five years from the date of this agreement or until they retire or bid out, whichever occurs first, and may continue to live at staffhouse in the Mica townsite. If a grandparented employee wishes to seek permanent residency after the five-year term, they may make application to the MCA Joint Union and Management Review Committee for this status. Applications must be submitted no earlier than one (1) year and no later than three (3) months prior to the expiry of the five-year term. Should a "Resident Employee" seek this status they must submit a final written application containing detailed reasons for the request to the Committee. In considering the application, the Committee will take into account the employee's conduct over his/her period of residency at Mica.
- c. The Joint Union and Management Review Committee will make decisions on permanent residency applications, to be rendered within 4 weeks of the submission of the application. The committee is comprised of 3 management representatives and 3 Union representatives: MCA Plant Manager, Columbia Basin Generation General Manager, BC Hydro Employee Relations Advisor, IBEW Business Manager and/or his/her appointed delegate(s) and 1 IBEW MCA crew member, who shall not be the applicant.
- d. Employees who are not full-time residents at Mica ("Commuting Employees") may reside in the Mica staffhouse during the workweek without charge. They will not be eligible for payment of an isolation allowance. Staffhouse facilities will be maintained to reasonable standards.
- e. The rental charge for Resident Employees will be the equivalent of 3 dollars for each day of the month.
- f. Hydro will maintain, unless otherwise agreed, the townsite recreation facilities and these facilities shall be available for the use of B.C. Hydro employees. Hydro will consult with employees prior to making changes to the existing facilities.
- g. Commuting and Resident Employees may use the facilities in the townsite, for personal or family use outside of the workweek, in accordance with the "Townsite Policies and Practices". Use of BC Hydro housing (staffhouse, schoolhouse and BC Hydro Houses) will be made available for up to 30 days each year to each Commuting and Resident Employee. Requests for use of Townsite facilities that exceed

the 30-day maximum can be submitted for review and approval to the MCA Camp Committee. With the extensions, usage may not in any one calendar year exceed 35 days. Access is limited to the existing number of designated "BC Hydro Houses" and requests are granted on first come first served basis along with availability of "BC Hydro Houses".

### 3. HOURS OF WORK

Pursuant to Article 20(a)2, the Parties agree that hours of work for employees who are headquartered at Mica will be as follows: Except for those provisions detailed below all other applicable provisions of Article 20 shall apply.

#### a. Regular Mica Hours

i) The hours of work for employees headquartered at Mica will normally be:

09:00 to 12:00 and 12:30 to 17:15 (7.75 hrs. worked) Day 1

07:30 to 12:00 and 12:30 to 17.15 (9.25 hrs. worked) Day 2 & 3

07:30 to 12:00 and 12:30 to 15.45 (7.75 hrs. worked) Day 4.

Note: Day 1 is normally a Monday unless a Statutory Holiday falls on a Monday in which case it will be a Tuesday.

ii) This schedule includes 45 minutes paid travel into and 1 hour paid on return out to the muster point. If the return travel time falls outside the normal hours of work in (i) due to an employee being required to work into normal travel time, then they will be paid at their overtime rate for all or a portion of the hour.

iii) For each day worked, the employee will be paid 7.5 hours and the remaining time will be credited to a Mica Day Time Bank.

iv) No time will be credited to the Mica Day Time Bank under the following conditions; they will be reported as regular 7.5 hour days:

- annual vacation days

- days taken as VO (whole or part)

- days on Workers' Compensation (whole or part)

- during periods of paid or unpaid leave of absence, e.g. compassionate leave

v) Each sick leave day (whole or part) will be compensated by 7.5 hours pay with the appropriate remaining time for the day drawn from the employee's sick leave bank to supplement his time bank.

- vi) Notwithstanding 3(a)iv and 3(a)v above, where an employee is absent for part of the work day, his time bank shall be none-the-less credited with time worked as designated in 3(a)i.
- vii) An employee's Mica Day Time Bank will be reduced by 7.5 hours for each Mica Day taken off. Annual vacation days may supersede a scheduled Mica Day.
- viii) Not later than 30 November, Hydro and the Union will agree on a Mica Schedule for the following year. This schedule will allocate Fridays as either SWP Days or Mica Days off in weeks in which there are no Statutory Holidays. In the case of both SWP and Mica Days, employees may be required to work on the designated Friday, taking the following Monday or Thursday off, by mutual agreement with their manager, as a day in lieu. In that case, 48 hours notice will be given. Where less notice is given, the provisions of Article 21 shall apply. This requirement will be exercised not more than a combined total of 20 days per year.
- ix) The provisions of Article 23(d) shall apply to employees regularly headquartered at Mica with regards to statutory holidays. I.e. when requested by employees with the approval of the Local Union and agreed to by the Employer, any holidays listed in Article 23(a) which fall on a Tuesday, Wednesday or Thursday, may be taken off on either the preceding Monday or following Friday.
- x) Where an employee is off work and in receipt of income continuance or WCB benefits, any Mica Day scheduled during that period will be superseded by those benefits.
- xi) If an employee has insufficient hours in their Mica Days Time Bank to cover a scheduled Mica Day, the employee may utilize AV or VO to supplement it, or they may accrue a negative balance to a maximum of five days. If AV and VO have been exhausted, the Mica Day may be taken as an unpaid LOA. Employees will be permitted, where approved by their manager, to work on a scheduled Mica Day and receive straight time credit to their Bank for time worked.
- xii) Employees who cease to be headquartered at Mica shall have positive Mica Day Time Bank balances adjusted to zero by having positive balances reverted to their VO banks before transferring to their new headquarters. Negative balances will be recovered.
- xiii) Employees who terminate will have positive Mica Day Time Bank balances paid out at straight time. Negative balances will be recovered on the final cheque.

xiv) Standby Duty of Operators – Standby duty when required will be paid at two hours for each working day with a three (3) day minimum, and four (4) hours for each non-working day.

b. Temporary Changes of Headquarters

i) Where an employee headquartered at Mica is assigned on a temporary basis to another headquarters they shall assume the regular hours of work provided in Article 20(a).

ii) Where an employee regularly headquartered outside of Mica is assigned on a temporary basis to work at Mica, Hydro may elect to have the employee either maintain their regular hours and days of work, or adopt the hours and days of work for Mica personnel. In the latter case, the employees will have positive Mica Day Time Bank balances scheduled off at the end of their temporary assignment to Mica; where the positive balance cannot be scheduled off it shall be paid out at 200%. Negative balances shall be forgiven. The intent will be to permit employees to work the Mica hours subject to the cost effectiveness of completing the work.

4. OPERATOR/AREA DISPATCHERS

a. Without prejudice to the Parties respective positions on the application of Article 18(a), it is agreed that Hydro may assign Operator/Area Dispatchers regularly headquartered at Revelstoke to cover the day shift at Mica seven days per week.

b. The provisions of Article 20(b) shall apply except as provided below:

i) The hours of work at Mica G.S. shall be:  
07:30 to 17:15 on Day 1 - Day 4  
08:00 to 16:00 on Day 5 - Day 7

ii) The hours of work described in i) above, shall for each day worked be at straight time rates with 7.5 hours paid and excess hours credited to the employees QV bank.

c. Standby duty will be paid two hours for each working day, i.e. fourteen (14) hours for the eight-day shift.

5. TEMPORARY EMPLOYEES

Where temporary employees are hired to supplement the regular workforce headquartered at Mica, it is understood that they will participate in the terms and conditions outlined in this Memorandum.

- a. Employees will be hired in accordance with Article 47, with the exception that the point of hire, irrespective of the individual's location, will be deemed to be Mica.
- b. Employees will be provided with board and lodging in the staffhouse without charge and they may also participate in the transportation arrangements as outlined above.
- c. Hours and days of work shall be the same as regular Mica personnel, and temporary employees shall participate in the banking of Mica hours. Upon termination, positive Mica balances will be paid out at straight time, negative balances will be recovered on the final cheque.
- d. Temporary employees choosing not to participate in the transportation arrangements by working SWP days, must provide their own transportation associated with working those days.

#### 6. MICA CREEK ALLOWANCE

- a. Subject to (b) below, Commuting Employees and FTT employees who are hired for a minimum 3 month posting, and are headquartered in Mica Creek, are eligible for a bi-weekly allowance of \$90.00 (the "Mica Creek Allowance"), which will be included in their regular bi-weekly paycheques and which will be subject to applicable statutory deductions, or which will be contributed to their Mica Day Time Bank at the choice of the employee. This choice may only be made once per year.
- b. Commuting Employees who are normally headquartered at Mica Creek but who are absent may lose their eligibility for the Mica Creek Allowance for the period of time they are away. The conditions for suspending the Mica Creek Allowance due to absence will be the same as those set out in Section 6 of Appendix "C" to the Collective Agreement regarding Isolation Allowance.
- c. Commuting Employees are also eligible for a top up to their Mica Day Time Bank of one (1) Mica work week of 34 hours, or payment of the equivalent wages less statutory deductions, once per year in recognition of work and home balance issues that can conflict more often with workers that work away from home. This benefit is for FTR Commuting Employees normally headquartered in Mica Creek. Credit to the Mica Day Time Bank or equivalent payment will be made once each year not before November 1<sup>st</sup> and no later than December 31<sup>st</sup> and the employee shall notify BC Hydro of the option selected by November 1st.

**“DELETED”**

**MEMORANDUM OF UNDERSTANDING NO. 10**

**BURRARD THERMAL GENERATING PLANT**

During the 1983 negotiations the Parties agreed to amend the preamble of Article 36.

It was further agreed no Mechanic, General Tradesman/woman or Driver/Helper bulletined to Burrard Thermal Generating Plant as at 14 January 1984 will be declared surplus as a result of new duties assigned to operator personnel.

**MEMORANDUM OF UNDERSTANDING NO. 11**

**“DELETED”**

**MEMORANDUM OF UNDERSTANDING NO. 12**

**TREATMENT OF INDENTURED APPRENTICES WHO GRADUATE, RESIGN OR ARE REMOVED FROM THEIR APPRENTICE PROGRAM**

The provisions of this Memorandum apply to Apprentices hired after 2 June, 1998. Apprentices hired prior to this date shall continue to be subject to the terms of Memorandum of Understanding No. 12 as it existed in the Collective Agreement which expired 30 September 1997.

**TERMS:**

- A. An apprentice who graduates, resigns or who is removed from their apprentice program and who has continuous regular bargaining unit service immediately prior to being appointed to their apprentice position will receive the following treatment:
  1. Upon graduation or removal from their apprentice program the employee will be given up to 90 calendar days to secure a regular position through the job bulletin procedure. During this time, the employee may be posted to any regular bulletin position that has not been filled through the bulletin provisions. During this transition period the employee will continue to be paid the appropriate rate; that is, graduates at the applicable trade rate and former apprentices at their apprentice rate of pay prior to exiting the program or the rate of pay appropriate for duties assigned. Extension beyond the 90 calendar days requires written agreement by the Parties.
  2. If the procedure described in (1) above does not result in the employee obtaining a regular position the Employer may

"designate" the employee(s) for layoff. An employee so designated will revert to their former regular classification and layoff seniority group as at date of selection to the apprentice program and as such, Article 5 (b) 7. does not apply. On reversion the employee's layoff seniority will be calculated in accordance with Article 5(b)4 and their options will be as follows:

- 1) subject to Item 3 below, accept layoff to the recall list; or
- 2) accept any regular position which may be offered by the Employer provided that the Union agrees to waive the posting of a job bulletin. The Employer agrees to pay moving expenses in accordance with Article 15 and this will be considered to be an employee initiated move for subsequent moves under Article 15(e)3. An employee displaced under this provision shall be subject to Article 18(b); or
- 3) provided the designated employee is qualified as covered by the Agreement, the employee may replace the most junior employee in their seniority group on the system.

3. An employee who is designated for layoff under (2) above is excluded from the special recall rights as set out in Article 5(b)2.

B. An apprentice who has graduated from the program and/or an apprentice who resigns or who is removed from their apprentice program and who does not have continuous regular bargaining unit service immediately prior to being appointed to their apprentice program will receive the following treatment:

1. Upon graduation or removal from their apprentice program the employee will be given up to 90 calendar days to secure a regular position through the job bulletin procedure. During this time, the employee may be posted to any regular bulletin position that has not been filled through the bulletin provisions.

During this transition period the employee will continue to receive the appropriate rate; that is, graduates at the applicable trade rate and former apprentices at their apprentice rate of pay prior to exiting the program or the rate of pay appropriate for the duties assigned.

2. If at the end of the 90 day period the employee has not secured another position the employee will be terminated. Extension beyond the 90 calendar days requires written agreement by the Parties.

C. An apprentice who has graduated from the program and who fails to secure a bulletin position in their trade classification as detailed in A. or B.

above, shall retain the right to bulletin to the general classification for a period of 24 months. Article 18 seniority, for this purpose, shall be calculated as at the last day worked as a graduate in the trade general classification.

## **MEMORANDUM OF UNDERSTANDING NO. 13**

### **APPRENTICES ATTENDING TRAINING COURSES**

The following terms apply to an indentured apprentice who is directed temporarily away from their regular assigned headquarters to attend courses.

1. Overtime will not apply. However, apprentices required to attend a course on Saturday or Sunday will receive equivalent straight-time off at a time mutually agreed with their Supervisors.
2. Accounts of advances allowed or requests for reimbursement of expenses incurred will be submitted promptly and be itemized with receipts.
3. Where training requires apprentices to attend at locations outside their "working circle" the following will apply:

(a) Room and Board

Reasonable room and board for days in attendance at training will be paid for prior approved accommodation. In lieu, living out allowance at \$63.00 per day may be granted provided the employee takes lodging in the immediate vicinity of the training location. Room and board or living out allowance will also apply to weekends if the apprentice is required to stay at the temporary accommodation.

When apprentices are traveling on a daily basis between the approved accommodation and the training location the time will not attract payment.

(b) Mileage

Where the apprentice elects to commute daily from their normal residence in their own vehicle they will be reimbursed for additional mileage beyond their working circle. Such payment is based on Hydro policy rates and shall not exceed \$63.00 per day in attendance at training activities.

(c) Travel Time and Costs at Commencement and Completion of Training Activities.

Where the apprentice will be on room and board or living out allowance during training activities the employee may be granted up to one-half day each way as an allowance to travel to and from their normal residence to their temporary accommodation. Travel costs allowed and time granted will be based on the most normally utilized and prior approved type of public transportation.

Time may be taken in total on either the last working day before or the first working day following the training as agreed with the supervisor.

If an apprentice elects an alternate mode of travel, and providing it is approved by the Employer, up to an equivalent amount in travel costs, as above, may be reimbursed.

(d) Trip Home

Where the training period is of five to eight weeks in duration, the apprentice will be reimbursed for a return trip home. The reimbursement amount is limited to previously approved public transportation fare only. Up to the equivalent amount may be reimbursed for alternate modes of travel.

(e) Phone Calls

Where the training period is one week or more, apprentices will be entitled to two telephone calls to their normal residence per each seven calendar days. These calls must be made during discount periods and five minutes will be the upper limit.

4. Where apprentices are eligible to receive external financial assistance for any of the above expenses Hydro will pay the difference between the available assistance and the allowable expenses as set out above.

## **MEMORANDUM OF UNDERSTANDING NO. 14**

### **EMPLOYMENT PROTECTION**

The Parties agree to the following employment protection for regular Driver/Helpers, Machine Operators, and Material Handlers headquartered in line departments on 5 November 1986.

1. Line department employees in the above classifications as at 5 November 1986 shall be placed on a list showing name, headquarters and job classification.

2. These protected employees shall not be declared surplus as a result of Linemen driving, as long as they remain in a position shown on the list.
3. Only employees named on the list may apply to bulletins for vacancies in positions on the list. In the event no listed employee applies to a vacancy in a listed position the Employer may direct a listed employee who is headquartered in the same municipal area or town as the vacancy.
4. In the event the vacancy remains unfilled, normal Article 18 procedure will apply.
5. Subject to being qualified for the job, a listed employee who bids on a position not on the list will be considered as an applicant within the same general classification and will have their seniority, for purpose of the selection, calculated in accordance with Article 5(b)4.
6. A listed employee who obtains a position of lower pay, whether listed or not, will receive red circle wage treatment. In addition the employee will retain and continue to accrue selection seniority in both their original and new general classification.
7. A listed employee who obtains a position not on the list will cease to be covered by this Memorandum and will be removed from the list, with the exception that the provisions of item 6. for wage and seniority treatment shall continue to apply.
8. Listed positions which are not bulletined when they have been vacated shall be removed from the list.
9. A listed individual who successfully bulletins from a "no backfill" position will be provided with directed move treatment for the purposes of Article 15(e).
10. In accordance with B.C. Hydro policies the Employer may provide training to listed employees in order to assist them in their transfer to non-listed positions.
11. The list which is prepared per item 1. will be updated and provided to L.U. 258 as named individuals and positions are deleted or as individuals transfer to other positions on the list.

## **MEMORANDUM OF UNDERSTANDING NO. 15**

**'DELETED'**

## **MEMORANDUM OF UNDERSTANDING NO. 16**

### **METER TECHNICIANS**

1. All Meter Technicians as at 19 June 1989 will be given equal consideration for an apprenticeship, and if selected, their Meter Technician's rate will be maintained until the apprenticeship rate overtakes their Meter Technician's rate.

## **MEMORANDUM OF UNDERSTANDING NO. 17**

**'DELETED'**

## **MEMORANDUM OF UNDERSTANDING NO. 18**

The Parties agree to the following:

### **Grandfathering of P&B Temporaries**

1. The attached list of temporary Pension and Benefit (P&B) employees, which if still employed as at date of the 1996 ratification process, have the option of continuing to participate in the benefits outlined in Article 11 or may choose to be covered under the Joint Electrical Industry Welfare Plan (JEIWP),
2. Each of the named employees will be contacted by the Employer, who will explained these options and request each employee to indicate their choice in writing. The Union will be informed of the outcome of the employees selection.
3. This 'grandfathering' will continue upon re-hire, if they are laid off. Upon re-employment they will again be given the option of commencing employment with benefit coverage under Article 11, or as a choice, benefits provided under the JEIWP.
4. Once a P&B Temporary employee chooses to join the JEIWP the decision is irrevocable.

(Listing Of Employees)

Bardsley, Frank R.  
Bell, Teray R.  
Boley, Verne E.  
Butt, Walter H.  
Clark, Myles L.  
Czepil, Randy K.  
Dobby, James N.  
Dunne, Anthony T.  
Flores, Enrique G.  
Gardner, Brent C.  
Gettle, Craig C.  
Hartney, Gerard F.  
Hillsdon, David  
Hove, Rioh

Barnett, Ed J.  
Bigler, Michael D.  
Buckland, Paul W.  
Cebuliak, Leonard G.  
Conrad, Martin R.  
Devlin, Douglas E.  
Duchak, Kenneth  
Eigeard, Douglas L.  
Fowler, Fred G.  
Gerrard, Richard J.  
Goodman, Jon E.  
Hayden, Martin C.  
Hooper, Graham L.  
Howard, Garnet K.

Hudgin, John M.  
Julseth, Donald W.  
Kempthorne, Peter E.  
Klassen, David A.  
Konradson, Norman A  
Lundquist, Fred A.  
Mahon, Michael G.  
Maxwell Douglas W.  
McDonald, Kenneth G.  
Muise, James M.  
Nadrozny, Brian M.  
Nielsen, Bent K.  
Normand, Daniel J.  
Olund, Henry H.  
Paulson, Greg H.  
Rajala, Roy E.  
Richardson, Jeffrey O.  
Rohrback, Ray E.  
Sigurdson, John O.  
Strachan, Larry R.  
Tetrault, Robert J.  
Vestergaard, John J.  
Whitwick, James M.  
Wood, Leonard J.

Inglis, Charles W.  
Karens, George H.  
Klassen, Dan K.  
Klassoff, Gordon W.  
Kozevnikov, Peter  
MacKay, Brian A.  
Marcil, Cyrille J.  
McCarthy, Wayne E.  
McGraw, Lance D.  
Nadeau, Len  
Neufeld, Karl H.  
Noel, Dennis B.  
Oberst, Garry W.  
Paludetto, Aurelio A.  
Peterson, Donald G.  
Reimer, John G.  
Rogers, Arthur E.  
Sage, Richard J.  
St Germain, George R.  
Taylor, Keith D.  
Thompson, Garry W.  
Webster, Robert A.  
Wodinsky, Eugene D.  
Yochim, Brian B.

Total Number of Employees Listed = 76

## **MEMORANDUM OF UNDERSTANDING NO. 19**

**Deleted - 27 October 1997**

## **MEMORANDUM OF UNDERSTANDING NO. 20**

During discussions in 1996, the Parties agreed to the following:

### **CO-OP AND OTHER STUDENT HIRING**

This memorandum will confirm the Parties agreement to participate in the hiring of students, including students who are enrolled in a formal Co-operative Educational Program as follows:

1. B.C. Hydro and the IBEW will work together to provide information regarding co-operative education programs to IBEW members as well as others in the education system.

2. Unless otherwise agreed, students will not normally work longer than four months in duration after which time the student will be terminated without regard to any other provision in the Collective Agreement.
3. When recruiting co-op students, the Employer will give preference to Local 258 members in good standing, subject to reasonable consideration of merit and efficiency. Other students will be hired primarily on a local basis subject to qualifications.
4. The IBEW will be advised of the selected students' names, locations, positions and departments.
5. These temporary hires will be classified as Co-operative Education Students or Students. They will be covered by the terms and conditions of the collective agreement with the following exceptions:
  - (a) Students will not be entitled to SWP days, sick leave, pension or benefits.
  - (b) Students will not be eligible to apply for positions through the bulletining procedure.
  - (c) Students will be considered "non-room and board".
  - (d) Students will receive wages rates in line with point (6) below.
6. Students will receive salary treatment which is competitive with community standards. These rates will be reviewed and agreed to by the Parties annually, or at the request of either Party.

Salaries for co-op students will be determined on the basis of what work term they are entering. Salaries for other students will be the equivalent to the Labourer's rate of Pay as found in Article 55, Temporary Employees' Wage Schedule.

7. Co-op students may perform a variety of duties related to their area of study, including hands on work. Other students will generally perform duties that require no special skill or training. It is the intent of the Parties that participation in student hiring will not adversely affect existing or potential jobs covered under the Collective Agreement.
8. This Memorandum of Understanding may be cancelled at any time by either Party giving the other Party thirty days notice.

**MEMORANDUM OF UNDERSTANDING NO. 21**

During the 1996 discussions between the Parties it was agreed to amalgamate certain job description and as a result it was agreed that the incumbents would receive the following wage protection.

**WAGE TREATMENT**

	UTILITY P&B	UTILITY TEMP.	CBU P&B	CBU TEMP.
Line Truck Driver	X	X	21.95	23.38
Truck Driver	X	X	21.95	23.38
Driver/Helper	21.77	21.75	X	X
Helper	X	X	21.36	22.75

All above categories now called:  
Driver/Helper @ \$21.36

- Delete Utilityman/woman wage rate and job description and provide blue circle protection for existing employees with the incumbents to become Labourers; Delete Steam Plant Helper job description.
- Delete Janitor wage rate and job description; incumbents to become Custodian with blue-circle rate @ 19.16.
- P&B Temps Blue-circled Rates:
 

Line Truck Driver	@ \$21.95	
Truck Driver	@ \$21.95	
Driver/Helper	@ \$21.77	
- Temps who choose not to join the pension plan receive 'blue-circle' treatment as follows.
 

Line Truck Driver	@ \$23.38	NOTE: These hourly rates include 33 cents per hour that is to be refunded to the Employer by the T.E.H.&W. Plan Trust Fund.
Truck Driver	@ \$23.38	
Helper	@ \$22.75	
Driver/Helper	@ \$21.75	
- Temps who are eligible and elect to join the pension plan get blue-circle protection at the rate in the right hand column.

	FROM	TO
Line Truck Driver	\$23.38	\$21.95
Truck Driver	\$23.38	\$21.95
Driver/Helper	\$21.75	\$21.75
* Helper	\$22.75	\$21.36

\* This rate does not require blue-circle.

The above wage protection applies to the employees in the attached listing as long as they remain employed. Upon lay-off and re-hire, the new Drive/Helper rate will apply.

6. Pursuant to the merger of the Janitor job classification with the Custodian job classification the following employees will have their current wage rates 'blue circled';

**H.G. Esplen** Regular Burrard Thermal @ \$19.16/hr

**W.N. Tichonow** Regular Peace Canyon @ \$19.16/hr

7. Pursuant to the merger of the Foreman/woman Steel Handler job classification with the Foreman/woman Storekeeper job classification the following employee will have his current wage rate 'blue-circled'.

**T.G. Milburn** Regular Store 1 @ \$25.48/hr

## MEMORANDUM OF UNDERSTANDING NO. 22

**Deleted - 27 October 1997**

## MEMORANDUM OF UNDERSTANDING NO. 23

The following terms and conditions represent the Parties mutual resolution to the IBEW Article 56 policy grievance. This Agreement was achieved with the shared objective of

(a) Providing a long-term solution to the Union's concerns regarding perceived parity problems between regular Mechanics and CBU General Tradesmen/women employed as Mechanics.

(b) Maintaining existing flexibility in the workplace.

1. It is acknowledged and accepted that a long standing practice exists wherein CBU utilizes their General Tradesmen/women for mechanical work on new construction, reconstruction and rebuild projects, as well as in

Diesel Plants and Hydro shops. This work is performed without enhancement to the General Tradesmen/women's wage rates.

2. It is agreed that in circumstances where CBU General Tradesmen/women are required to perform mechanical maintenance (not including welding, pipefitting or HVAC work) on major electrical components in a generation station, the General Tradesmen/women will be certified as either a Machinist or as a Millwright and shall be paid the temporary Mechanics' wage rate.

## **MEMORANDUM OF UNDERSTANDING NO. 24**

**Deleted - 27 October 1997**

## **MEMORANDUM OF UNDERSTANDING NO. 25**

### **Training Courses**

A Letter of Understanding between the parties dated 5 November 1986 sets out that the Parties agreed they would encourage more employee participation in skill development related to their work. Hydro agreed to provide more information on courses and how to access same to employees for both home study and on the job training and the Union agreed to cooperate, by attempting to reduce associated Collective Agreement costs for training activities of this nature.

In recognition of, and in the spirit of, the intent of this agreement, the parties agree that employer provided training shall not attract overtime rates of pay. For clarity, attending safety meetings will not be considered to be training under this Memorandum of Understanding.

The Parties further agree that employees traveling outside the normal hours of work or attending training sessions on Saturday or Sunday (excluding Statutory Holidays) or hours other than the normal hours of work shall receive straight-time wages for the total hours involved or at the employee's option, receive equivalent straight-time off at a time mutually agreed to with their manager.

Expenses associated with attendance at the training course will be covered as per the terms of the Collective Agreement.

## **MEMORANDUM OF UNDERSTANDING NO. 26**

### **Self-Funded Sabbatical Leave**

During the 1998 negotiations the Parties agreed that B.C. Hydro will provide to all Local Union 258 members employed as regular Hydro employees, the opportunity to participate in a self-funded sabbatical leave program. The provisions of this program are the same as that provided to Management and Professional staff at B.C. Hydro as at 27 January 1999 and details will be provided to an IBEW employee upon their request.

At the conclusion of the leave, an employee shall return to the regular position held immediately prior to their leave. In the event that an employee on leave in accordance with this Memorandum would be laid-off or displaced, 'but for' the leave, the employee will be subject to the provisions of Article 5 (b), but will not receive the Article 5 (b) options until their return to work date, unless otherwise agreed to by the Parties. An employee on leave, shall contact the employer to confirm their return at least 14 (fourteen) days in advance of their return to work date.

Temporary replacements will not be subject to the terms of Article 18 (a).

## **MEMORANDUM OF UNDERSTANDING NO. 27**

### **SUBJECT - 12-Hour Shifts**

The Parties agree that the terms and conditions of the Collective Agreement shall apply to employees working 12-hour shifts, with the exception of those matters referred to herein.

Shift employees may establish provisions for 12-hour shift operation where shift work is in effect, on a 24-hour basis as provided for in Article 20 (b) 3, fourth paragraph.

A 12-hour shift rotation shall not result in a decrease of benefits or conditions for shift employees; neither should the 12-hour shift rotation result in increased costs for the Employer. For example, where appropriate notice is provided, a scheduled 8-hour overtime shift does not attract a meal entitlement, and consequently neither does a 12-hour shift.

The variances from the Collective Agreement shall be the hours of the shifts as set out in Article 20 (b) 3, the payment of shift employees' premiums as set out in Article 20 (b) 4, and Article 21 (i) shall not apply when working on a 12-hour rotation. Employee premiums, as provided for in Article 20 (b) 4, shall be paid on a prorated hourly basis for all hours worked within a time frame that would normally attract a premium payment.

For a 12-hour shift rotation, the start and stop times of each shift shall be determined by the employees involved and submitted for approval in accordance with the provisions of Article 20 (b) 5. Each scheduled 12-hour shift must be followed by another 12-hour shift in a 24-hour period. All other scheduled days of work, including spare shifts shall consist of eight (8) hours. The exception being, stand alone 12-hour shifts at any given location may be scheduled, when agreed to in writing, between the Employer and the Union. For each 12-hour shift worked, shift employees will be paid seven and one-half (7.5) hours straight time wages for each shift worked and they will be credited with four and one-half (4.5) hours QV for each 12-hour shift worked. For shift employees working an 12-hour shift rotation, Article 20 (b) 5. (e) is varied to provide that QV days shall be scheduled off to maintain an employee's QV bank within the limits of plus 40 hours or minus 20 hours at the end of any calendar month. As an employee sick

on a scheduled 12-hour shift will not be banking four and one half hours QV for these days the employee may work QV days as a spare shift, within the intent of Article 20 (b) 5 (a) on a posted schedule so that QV not earned on sick days will not have to be taken off.

Shift employees wishing to establish a 12-hour shift rotation in their location shall conduct a vote; by all employees that would be required to work the 12-hour shift. It shall require a 75% in-favour vote prior to the implementation of a 12-hour shift rotation. A 75% in-favour vote shall provide for a one year shift rotation schedule. Prior to the end of each year a new vote shall be conducted and if the results of any yearly vote falls below 51% in-favour, the employees shall revert back to an eight (8) hour work day.

Where an overtime 12-hour shift commences and/or concludes on a scheduled AV, VO or QV day off, a maximum of 7.5 hours will be re-scheduled off.

Minimum payment outlined in Article 22 (d) is understood to be 8 hours at 200% for the shift worked.

Any requested "Stand Alone 12-Hour Shift" shall be subject to agreement by the Parties. Approval shall not be unreasonably withheld by either Party when the employees involved have demonstrated by vote that they are at least 75% in-favour.

## **MEMORANDUM OF UNDERSTANDING NO. 28**

**'DELETED'**

## **MEMORANDUM OF UNDERSTANDING NO. 29**

### **IBEW and BC Hydro's Labour Relations Forum**

This Memorandum of Understanding sets out the basis for establishing and maintaining an ongoing Labour Relations Forum (Forum) between the International Brotherhood of Electrical Workers Local 258 (IBEW) and BC Hydro.

It is understood that a more favourable, relationship cannot be simply negotiated or mandated, it must be developed together by the parties to the relationship. However, the parties recognize that without a shared relationship philosophy, it will be difficult to improve the current relationship. Representatives of the IBEW and BC Hydro therefore acknowledge the need to work jointly with each other and with their principals toward the development of a more harmonious relationship.

Toward this objective, a consultative Labour Relations Forum will be established, with regularly scheduled meetings to enable the parties to deal with certain issues for the purpose of improving its Labour Relations environment within BC Hydro. One of the objectives of establishing this Forum will be to have a process in place to respond to certain issues raised by either Party which, if not dealt with

in a timely manner, could adversely affect the relationship between the Parties. The parties recognize the importance of developing a consultative Forum for purposes of securing and maintaining a Collective Agreement that reflects the ongoing needs of the parties bound by it and which seeks to build labour relations stability within BC Hydro. This Forum will schedule meetings between the parties, with the expectation that there would be no less than eight meeting per year.

Contractual issues resolved through the Forum that are not ratified and implemented immediately, will subsequently be brought to the bargaining table for incorporation in the next revised Collective Agreement and will be subject to ratification as part of the collective bargaining process.

The parties believe that in order to achieve a positive labour relations environment there must be open communication and trust between the parties and a shift towards a more consultative approach to resolving issues of mutual concern.

### **MEMORANDUM OF UNDERSTANDING NO. 30**

During discussions in 1998, the Parties agreed as follows:

#### **JOINT INDUSTRY RECOVERY PROVISION**

To facilitate additional work for IBEW 258 members, the Parties agree that, notwithstanding the provisions contained within the Collective Agreement, the Union in conjunction with the Employer, may determine, on a Construction Business Unit project basis, if special terms and conditions are required.

### **MEMORANDUM OF UNDERSTANDING NO. 31**

During discussions in 1998, the Parties agreed to the following:

#### **Labourer As An Entry Level Position**

The Parties agreed that it would be beneficial to create an IBEW classification that could be considered an entry level position. It was further agreed that the current Labourer classification would be appropriate for this purpose, with the understanding that the new Labourer classification can not be up-graded to replace a higher paid employee, such as a Driver/Helper, either on a short or long term basis.

This position will be exempt from the provisions of Article 18(a) and Article 47. Hydro to hire externally for 50% of the vacancies available at any time while the Union will be given an opportunity to refer 50%, subject to ability to perform the work. The Employer shall notify the Union each time a Labourer is hired. At no time shall numbers in this category exceed 1 in 10 IBEW members within an SBU.

Employees hired into this classification will serve a three month probationary period during which time their employment may be terminated, if they are determined unsuitable. Following the three month probationary period, the employee may apply to any bulletin position posted in accordance with Article 18 and for which they are qualified.

The new wage rate will be \$15.45 per hour and the employee will participate in the Joint Electrical Industry Welfare Plan.

The foregoing provisions will require significant mutual co-operation and therefore will only be in effect for the term of the current Collective Agreement. The Parties may at that time, review their experience with these provisions and may by mutual agreement, agree to extend these terms, or to incorporate the changes into a revised Collective Agreement.

## **MEMORANDUM OF UNDERSTANDING NO. 32**

### **Letters Of Understanding**

During discussions at the Labour Relations Forum in November 1999, the Parties reviewed the twenty-four (24) outstanding Letters of Understanding from the Agreement between BC Hydro and IBEW which expired September 30, 1997, and reached agreement of: incorporating the Letters into the Collective Agreement; continuing the Letters in the Collective Agreement; or deleting the Letters as necessary.

## **MEMORANDUM OF UNDERSTANDING NO. 33**

### **METER TECHNICIANS**

During 1991 negotiations the Parties discussed the need to resolve a shortage of Journeyman/woman Meter Technicians to perform "insitu testing" in the Northern and Southern regions of the province.

The Following procedures were agreed to:

1. BC Hydro will bulletin Meter Technician vacancies in these two regions.
2. Failing to attract the required Meter Technicians through the Collective Agreement provisions, the employer may assign such work to a Journeyman/woman Power Line Technician in the location.
3. Employees selected to perform this work shall be appropriately trained and qualified prior to being assigned to perform "insitu testing".

## **MEMORANDUM OF UNDERSTANDING NO. 34**

### **Leaves of Absence**

The Parties agree the following will apply to leaves of absence granted to employees where such leave is not specifically covered in the Collective Agreement.

1. Prior to granting final approval to such a leave Hydro will advise, in writing, the terms of the leave and seek the concurrence of the Union if:
  - a) those terms alter the provisions of the Collective Agreement, or
  - b) the leave is greater than four weeks.

Union concurrence will be provided in writing.

2. Leaves of less than four weeks, which do not modify Agreement provisions are not subject to Union concurrence prior to approval. However, the Union will be notified in writing of such discretionary leaves where they are greater than five consecutive days.
3. Employees will retain and accumulate seniority under Article 5 and 18 while on leaves covered by paragraphs 1. and 2. of this Memorandum.
4. Any leaves which have been granted prior to this Memorandum are deemed to have taken place within the above terms.

## **MEMORANDUM OF UNDERSTANDING NO. 35**

### **VEHICLE USE**

In order to address IBEW Local 258 concerns which led to the Local Union's recommendation to its members, against driving Hydro vehicles outside of working hours, the following agreement was reached in resolve of the matter.

1. BC Hydro has arranged special insurance and will provide equivalent WCB coverage in the event WCB benefits were denied where an employee is injured while commuting on the employee's own time in a Hydro vehicle in order to improve customer service after regular hours.
2. Given that the WCB Act provides for an independent review of the initial adjudication by the Board, BC Hydro is prepared to resolve the issue of equivalent WCB coverage by agreeing that in the event an employee is not satisfied with the adjudication by Confederation Life for claims under this rider only, the Business Manager of the IBEW Local 258 and the Manager of Labour Relations will meet and review with regard to a resolve.

In the event they are unable to achieve one, referral to an appropriate agreed to 3<sup>rd</sup> party will be made for a final and binding decision.

3. Notwithstanding any of the above, it is understood every worker has the right to submit a claim for WCB benefits according to the Act. An employee whose WCB claim is rejected, retains the right to invoke third party legal action in lieu of any coverage provided by BC Hydro.
4. The 3<sup>rd</sup> party indemnity agreement dated 12 August 1981 which holds harmless, BC Hydro employees from legal liability, will apply to employees pre-authorized to use Hydro vehicles for any purpose during and outside of normal working hours. Authorization may be obtained in writing from the employee's supervisor and use of a Hydro vehicle while not receiving pay continues to be at the employee's option.
5. With regard to insurance protection employees will be covered as provided in Hydro's Corporate Policy Statement on use of BC Hydro-Owned, Rented and Employee Owned Vehicles.

The Union's agreement in this matter is with an understanding that BC Hydro will not abuse this matter and reserves the right to withdraw this agreement in the event a significant change in practices occurs.

#### **MEMORANDUM OF UNDERSTANDING NO. 36**

(As per LoU dated September 8, 2005)

This Memorandum shall apply to regular and temporary employees headquartered at Bridge River ("Bridge River").

Except where provided herein the provisions of the Collective Agreement shall apply.

#### **1. HOURS OF WORK**

- a. Pursuant to Article 20 (a) 2, the Parties agree that hours of work for employees who are headquartered at Bridge River will be as set out below. Except for those provisions detailed below, all other applicable provisions of Article 20 shall apply. Any disagreements which may arise will be resolved between the Parties.

(i) Work Day 1: 09:30 to 17:00

Work Day 2: 07:30 to 17:30

Work Day 3: 07:30 to 17:30

Work Day 4: 07:30 to 16:00

A half-hour unpaid lunch break will be taken during these hours of work.

For each day worked the employee will be paid 7.5 hours and the remaining time, less 0.5 hours in respect of the 7.0 hour work day on Day 1, will be credited to a Bridge River Time Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above.

The above-noted hours of work may be adjusted by the parties by written agreement, in which case the following provisions will be adjusted accordingly if required.

- (ii) The morning coffee break on Day 1 will be from 09:30 to 09:45. The timing of all other coffee and lunch breaks will be in accordance with the Collective Agreement.
- (iii) The 15-hour period noted in Art. 21 (e) 1 shall be superseded by a 13.5 hour period or 13 hour period, to correspond with the period between 17:00 and 07:30 or 17:30 and 07:30 as noted in paragraph (i) above.

Where overtime work is scheduled to commence prior to the regular work day on Monday, report time is not applicable.

The reference to "five or more consecutive working days" in Article 21(e) 3 shall be superseded by "four or more consecutive working days".

- (iv) No time will be credited to the Bridge River Time Bank in the following circumstances; instead they will be reported as regular 7.5 hour days:

- annual vacation days
- days taken as VO (whole or part)
- days on Workers' Compensation (whole or part)
- during periods of paid or unpaid leave of absence
- training courses outside Bridge River

- (v) Each sick leave day will be compensated by 7.5 hours pay. In respect of a sick leave day on Days 2, 3, or 4, the time that would normally be worked in excess of 7.5 hours will be credited to the Bridge River Time Bank and will be drawn from the employee's sick leave entitlement. In respect of a sick leave day on Day 1, 0.5 hours will be withdrawn from the Bridge River Time Bank.

- (vi) Except as provided in 1(a)(iv) above, where an employee is absent for part of the workday, they shall nonetheless be credited with time worked as designated in 1(a)(i).

- (vii) An employee's Bridge River Time Bank will be reduced by 7.5 hours for each Bridge Day taken off. Annual vacation or vacation overtime days may supersede a scheduled Bridge Day.

- (viii) Not later than 30 November, Hydro and the Union will agree on a Bridge River Schedule for the following year. This schedule will allocate Fridays as either SWP Days or Bridge Days off in weeks in which there are no Statutory Holidays. In the case of either SWP days or Bridge Days, employees may be required to work at straight-time rates on not more than 15 designated Fridays but not in two consecutive weeks. The employee may at their option and within 48 hours of notification of the need to work the Friday, take the following Thursday off in lieu or the time for that day will be credited to the employee's Bridge River Time Bank with a subsequent day off taken during that year as determined by mutual agreement with their supervisor.
- (ix) The provisions of Article 23(d) shall apply to employees regularly headquartered at Bridge with regards to statutory holidays.
- (x) Where an employee is off work and in receipt of income continuance or WCB benefits, any Bridge Day scheduled during that period will be superseded by those benefits.
- (xi) If an employee has insufficient hours in their Bridge Day Time Bank to cover a scheduled Bridge Day, the employee may utilize AV or their overtime banks to supplement it, or they may accrue a negative balance to a maximum of five days. If AV and overtime banks have been exhausted, the Bridge Day may be taken as an unpaid LOA. Employees will be permitted, where approved by their supervisor, to work on a scheduled Bridge Day and receive straight time credit to their Bank for time worked.
- (xii) Employees who cease to be headquartered at Bridge shall have positive Bridge Day Time Bank balances adjusted to zero by having positive balances paid out before transferring to their new headquarters. Negative balances will be recovered.
- (xiii) Employees who terminate will have positive Bridge Day Time Bank balances paid out at straight time. Negative balances will be recovered on the final cheque.

b. Temporary Changes of Headquarters

- (i) Where an employee headquartered at Bridge River is assigned on a temporary basis to another headquarters they shall assume the regular hours of work provided in Article 20(a).
- (ii) Where an employee regularly headquartered outside of Bridge River is assigned on a temporary basis to work at

Bridge River, Hydro may elect to have the employee either maintain their regular hours and days of work, or adopt the hours and days of work for Bridge personnel. In the latter case, the employees will have positive Bridge River Time Bank balances scheduled off at the end of their temporary assignment to Bridge River; where the positive balance cannot be scheduled off it shall be paid out at 200%. Negative balances shall be forgiven. The intent is to permit employees to work the Bridge hours subject to the cost effectiveness of completing the work.

## **2. ACCOMMODATIONS AT BRIDGE RIVER**

- a. New employees headquartered at Bridge River are not permitted to reside full-time in Bridge River.
- b. Employees currently headquartered at Bridge River and who claim full-time residency in Bridge River as of the date of this agreement ("Townsite Residents") will be grandparented for five years from the date of this agreement or until they retire or bid out, whichever occurs first, and may continue to live in the BC Hydro staff houses in the Bridge River townsite. If a Townsite Employee wishes to seek permanent residency after the five-year term, they may make application to the Bridge River Joint Union and Management Review Committee for this status. Applications must be submitted no earlier than one (1) year and no later than three (3) months prior to the expiry of the five-year term. Should a Townsite Employee seek this status they must submit a final written application containing detailed reasons for the request to the Committee. In considering the application, the Committee will take into account the employee's conduct over his/her period of residency at Bridge River.
- c. The Joint Union and Management Review Committee will make decisions on permanent residency applications, to be rendered within 4 weeks of the submission of the application. The committee is comprised of 3 management representatives and 3 Union representatives: Bridge River Plant Manager, Coastal Generation General Manager, BC Hydro Employee Relations Advisor, IBEW Business Manager and/or his/her appointed delegate(s) and 1 IBEW Bridge River crew member, who shall not be the applicant.
- d. Townsite Residents will continue to pay rent for their premises in accordance with the rental rates in effect under Article 14.
- e. Employees who are not Townsite Residents nor local residents residing in their own homes ("Local Resident Employees") are referred to herein as "Commuting Employees" and they may reside in the BC Hydro staff houses during the workweek without charge. They are not eligible for payment of an Isolation Allowance. Staff houses will be maintained to reasonable standards.

f. A food allowance will be paid to employees in the following amounts:

Commuting Employees - \$57.50 for each day they are performing work at Bridge River. For clarity, this does not include days off.

Townsite Employees - \$41.70 for each day they are at Bridge River. For clarity, this does not include days they are away from Bridge River, e.g. Annual Vacation.

Local Resident Employees - \$57.50 for each day they are performing work at Bridge River. For clarity, this does not include days off.

g. Immediate families of Full Time Regular Employees may visit them at the Bridge River townsite for up to 30 days each year and one staff house will be made available for family accommodation on an as needed basis. For these visits to the townsite, a food allowance in the amount of \$44.00 per day will be provided for one of the members of the immediate family.

h. A budget of \$61,406.00 will be established by BC Hydro for the operation, maintenance and enhancement of the townsite recreation facilities, such budget to be administered by the Bridge River Recreation Committee in accordance with guidelines determined by the Plant Manager. Any facility changes must be approved by the Plant Manager, such approval not to be unreasonably withheld.

### **3. STANDBY COVERAGE**

It is not Hydro's current intention to require standby service pursuant to Article 21(n), unless unusual operating circumstances prevail. In such conditions, the employee designated must be available no further distant than Lillooet. Employees with permanent domiciles beyond Lillooet are not exempt from this requirement. If standby service is required, it will be from Thursday to Sunday, and payment will be made in accordance with Article 21(n).

### **4. TEMPORARY EMPLOYEES**

Where temporary employees are hired to supplement the regular workforce headquartered at Bridge, it is understood that they will participate in the terms and conditions outlined in this Memorandum. For clarity, the following provisions apply:

a. Employees will be hired in accordance with Article 47, with the exception that the point of hire, irrespective of the individual's location, will be deemed to be Bridge.

b. Employees hired directly into Bridge River will be provided with lodging in the staff house without charge.

- c. Hours and days of work shall be the same as for regular Bridge River employees, and temporary employees shall participate in the banking of Bridge River hours. Upon termination, positive Bridge River balances will be paid out at straight time and negative balances will be recovered on the final paycheque.

## **5. TRANSPORTATION**

- a. Commuting Employees may utilize BC Hydro transportation, equipped as required by the applicable Safety Acts and Regulations, to travel between Lillooet and Bridge River, or between one of five (5) Remote Muster Locations and Bridge River, at the commencement and completion of each work week outlined in paragraph 1(a)(i). Time spent in travel will not be paid as time worked.
- b. The Remote Muster Locations referred to in paragraph 5(a) are:
  - (i) Kamloops (2 locations)
  - (ii) Vancouver
  - (iii) Lumby
  - (iv) Squamish
- c. Where an employee for any reason is absent or otherwise misses the transportation provided by Hydro, the employee is then responsible for providing their own transportation at their own cost.
- d. Employees residing in staff houses may utilize company vehicles for personal use in and around the town site and to Seton Portage at no charge. The employer reserves the right to limit the number of vehicles utilized for this purpose.
- e. Employees residing in staff houses may also utilize company vehicles for personal use outside the townsite or in the case of an emergency as far distant as Lillooet. Employees will record the mileage for each such trip in a logbook and the standard charge per Vehicle Services Bulletin #2301R related to the use of personal vehicles, will be deducted from the employee's pay on a quarterly basis. The Plant Manager reserves the right to limit when, how and where company vehicles are used.
- f. Employees driving Hydro vehicles under the conditions above are covered by Hydro's vehicle accident insurance.

## **6. PERSONAL USE OF CREW BOAT**

- a. Employees may occasionally use the Crew Boat to travel from Bridge River to Lillooet for personal reasons, subject to operational, weather, and other considerations including operator qualifications, safety, and liability issues, and prior approval from the Plant Manager. Employees using the Crew Boat for personal use assume

- all responsibility and liability stemming from that use except for mechanical failure or other damage not related to negligence or misuse.
- b. Only B.C. Hydro employees and their immediate family members may be transported.
  - c. Except as noted above, all rules, regulations, policies, and procedures pertaining to use of the Crew Boat while on the job will apply.
  - d. The use of the Crew Boat will be co-ordinated through the Plant Manager based on requests received and having regard to the considerations outlined in paragraph (a) above and other bona fide considerations.

## **8. ALLOWANCES**

- a. Commuting Employees, including FTT employees who are hired for a minimum 3-month posting and are headquartered in Bridge River, are eligible for a bi-weekly allowance of \$183.00 (the "Bridge River Allowance") which will be included in their regular bi-weekly paycheques and which will be subject to applicable statutory deductions.
- b. Commuting Employees who commute between Lillooet and Bridge River, instead of between the Remote Muster Locations and Bridge River, will receive an additional \$46.00 per bi-weekly paycheque as part of their Bridge River Allowance, subject to applicable statutory deductions.
- c. Local Resident Employees are eligible for the Bridge River Allowance, including the additional \$46.00 per bi-weekly paycheque referenced in paragraph 8(b), less the amount of Isolation Allowance they may receive pursuant to Appendix "C" of the Collective Agreement. As a result of receiving the Bridge River Allowance and Food Allowance, Local Resident Employees are not eligible for the Remote Location Benefits offered by BC Hydro.
- d. Employees who are normally headquartered in Bridge River but who are absent may lose their eligibility for the Bridge River Allowance for the period of time they are away. The conditions for suspending the Bridge River Allowance due to absence will be the same as those set out in Section 6 of Appendix "C" to the Collective Agreement regarding Isolation Allowance.

Signed: September 08, 2005

**MEMORANDUM OF UNDERSTANDING # 37**  
**(As per LoA dated February 21, 2000)**

**Re: TRADES TRAINING PROJECTS COORDINATOR**

The Parties agree there is a new classification of work which will be known as a Trades Training Projects Coordinator. The duties of this position are such that the knowledge and skills may not necessarily be associated with only one trade classification, in fact there is an expectation the incumbent would understand and appreciate the work requirements and unique qualifications of all trades. As such all selections for this position will be considered outside the General Classification and will be based on merit and efficiency per Article 18 (f). Selected candidates will retain and continue to accrue their General Classifications seniority under Article 18. The rate of pay for the position will be 110% of the Trades Training Instructor rate.

The duties and responsibilities are: (below is proposed for Article 34)

“In addition to the responsibilities of the Trades Training Instructor, the Trades Training Projects Coordinator will provide leadership and project coordination in research, design, development, evaluation and maintenance of a variety of trades training programs, work procedures and reference materials. Program implementation and assessments must ensure safe and efficient trade work practices. This position may direct the work of other Trades Training Instructors, journeymen/women, external consultants or subject matter experts and may assist in the monitoring of overall product/program cost and quality. The Trades Training Projects Coordinator may make recommendations as to external training products and providers.”

Normal recruitment and bulletining practices will apply. Bulletin information will specify qualifications as follows:

- i) journeyman/woman status in a trade covered by the Agreement (it may indicate if there is a preference for a particular trade) and demonstrated safe and proficient performance on the job;
- ii) additional formal training and/or experience in the principles of adult education, needs assessment, course design and evaluation, and project management;
- iii) superior interpersonal, written and oral communication skills as well as the demonstrated capability to develop and maintain positive working relationships with peers, managers and external contacts;
- iv) working knowledge of BC Hydro's organization and operations, safety practices and WCB regulations;
- v) proficiency in basic computer applications, including CDS;
- vi) understanding of basic BCH budget systems and cost control methods.

## **MEMORANDUM OF UNDERSTANDING #38**

### **APPRENTICES ASSIGNED TO CONSTRUCTION BUSINESS UNIT (CBU)**

The parties agree that it is advantageous for apprentices to be assigned to the CBU.

To facilitate this, and to more closely align the working conditions of these apprentices to those of the other employees working with the CBU, the parties agree to the following:

1. During a rotation of 3 months or more, as part of a full apprenticeship when full-time regular apprentices are rotated for an assignment to CBU, the following provisions of Part VIII of the Collective Agreement will apply:

- Article 48: Headquarters, Transportation and Travelling Expenses
- Article 49: Helicopters
- Article 50: Overtime

2. Full-time regular apprentices will accumulate their SWP days during the CBU assignment and those days will be taken off before their next rotation or those days may be scheduled off during their assignment when approved by the supervisor or manager.

*Signed October 10, 2003*

## **MEMORANDUM OF UNDERSTANDING NO. 39**

### **POWER LINE TECHNICIAN PRE-APPRENTICESHIP HIRES**

*See revised MoU #39 on BC Hydro Employee Relations website.*

## **MEMORANDUM OF UNDERSTANDING #40**

### **re: BACKGROUND CHECKS**

#### **PURPOSE – Part A**

1. To help protect BC Hydro's critical assets and operations from vandalism, sabotage, mischief or other malicious activity by those with significant access to and/or control over those assets and systems, through the reasonable exercise of Corporate due diligence and compliance with applicable regulatory and industry requirements.

#### **SCOPE – Part B**

2. **Reference Check:** Before hire, where appropriate, the Company reserves its right to require that a candidate provide external referees whom the Company can contact regarding his/her previous employment. The results of these checks will be considered by the Company in making its selection decision.
3. **Education Verification and Professional Qualification Check:** In instances where the Company determines that a position requires specific qualifications or level of education, a candidate and/or employee will be asked for consent to allow the Company to verify these qualifications and education, as listed on his or her resume or application. The results of this verification will be considered by the Company in making its selection decision.
4. **Criminal Record Check (“CRC”):** The Company reserves its right to require that a candidate for any position, before hire, undergo a CRC. Existing employees who seek to occupy a position within the classifications listed in Appendix “A” (“Appendix “A” Positions”) that they have not previously occupied within the previous five (5) years are also be required to undergo a CRC.
5. Employees hired into Appendix “A” Positions after the signing of this Memorandum of Understanding are required to undergo a CRC every five (5) years as long as they continue to occupy an Appendix “A” position.
6. Notwithstanding paragraph 5 above, the employees referred to in paragraph 5 must immediately disclose to the Company any criminal charges or convictions that arise after the signing of this Memorandum of Understanding, in which event the Company may require the employee to undergo a CRC.
7. Disclosures under paragraph 6 above must be made directly to the appropriate Employee Relations Advisor (ERA) for investigation, as outlined in Part D below.
8. Employees who are required to undergo a CRC in accordance with the foregoing will provide all necessary consent for the conduct of the CRC process.

### **CRITERIA FOR INCLUSION – Part C**

9. Employees in Appendix “A” Positions have significant access to and/or control over BC Hydro’s critical assets and operations and, if so inclined, could cause significant loss or harm to BC Hydro, its customers, or others.

### **CRC PROCESS – Part D**

10. Employees who are required under Part B to undergo a CRC must complete a “CRC Form” and submit it to HR Services.
11. HR Services will oversee the processing of all CRC forms.
12. The results of all CRCs will be securely stored by HR Services in compliance with applicable privacy legislation.
13. In the event that an employee’s CRC itemizes a criminal conviction, it will be forwarded in confidence by HR Services to the appropriate ERA.
14. The ERA will lead a review of the CRC results and will determine whether the itemized criminal conviction is related to the employee’s employment at BC

Hydro. Except in extraordinary cases, BC Hydro will not decide that a criminal conviction is related to employment without prior discussions with the affected employee.

15. If the ERA determines that the itemized criminal conviction is unrelated to the employee's employment, the employee will be so advised and the CRC and any other investigatory documentation will be returned to HR Services for storage in compliance with all applicable legislation.
16. If the ERA determines that the criminal conviction is related to the employee's employment in an Appendix "A" Position, BC Hydro will, except in extraordinary cases, such as where an employee has given BC Hydro just cause for discipline, attempt to accommodate the employee:
  - within his or her current position by re-bundling duties without loss of pay;
  - or
  - by placing the employee into another vacant position at BC Hydro, without loss of pay; or
  - in some other way that is mutually agreeable to the Parties.
17. If BC Hydro cannot reasonably accommodate an employee according to paragraph 16 above, the Employee will be given layoff notice and/or severance pay under Article 5(b)6. The layoff and recall process outlined in Article 5(b) will not otherwise apply.
18. Disputes related to paragraphs 16 or 17 above, including whether a reasonable attempt to accommodate an employee has been made, will be subject to the grievance procedures.

## **AMENDMENTS – Part E**

19. In the event that new positions created within the IBEW jurisdiction meet the criteria set out in Part C, the Company will notify the Union of its intention to require a CRC for all persons hired into the new classification.
20. In the event that an existing position within the IBEW jurisdiction, not currently listed as an Appendix "A" Position, is determined by the Company to properly meet the criteria set out in Part C, the Parties shall meet within 30 days of notification. Agreement to such additions to Appendix "A" shall not be unreasonably withheld by the Union. Parts B and D will apply to anyone who seeks to occupy these new Appendix "A" Positions.
21. In the event that the Parties cannot agree on amendments to Appendix "A" under paragraphs 19 or 20 above, either Party may refer the matter to a standing arbitrator as agreed by the Parties, for expedited resolution:
  - Hearing, if required, will be conducted informally, all decisions are to be non-precedential, and all disputes are to be resolved within 30 days of referral.
  - The question for the arbitrator's consideration will be: *Have the criteria outlined in Parts A and C been fairly and reasonably applied to the position(s) in dispute such that it should be included in Appendix A?*
22. In the event that an outside regulatory agency imposes new, or modifies current, security standards with which BC Hydro chooses or is required to comply, or should BC Hydro determine that its security protocols must be

significantly changed, the Parties will meet within 30 days of notification to negotiate any necessary amendments to this MOU.

#### **APPENDIX "A" – Classifications Requiring a Background Check**

1. Communication, Protection and Control Technologist

Signed: October 14, 2005

#### **MEMORANDUM OF UNDERSTANDING #41**

##### **Re: Process for Hiring CBU Apprentices**

##### **The parties agree to the following:**

##### **Subcommittee**

1. CBU apprenticeship training will be governed by the employer, which will include a sub-committee of the Apprentice and Trades Training Committee, referred to in Appendix "B" of the collective agreement between the parties. Costs for the committee will be covered as per Art. 7.
2. The sub-committee as appropriate will be responsible for determining the duration of the apprenticeship program and recommending upon the training, examination, educational requirements and physical standards required of the apprentices, subject to the final approval of the Parties.

##### **Hiring**

3. CBU management shall be responsible for the selection and placement of Apprentices. In selecting Apprentices preference will be given to Local Union 258 IBEW members in good standing who are eligible to apply on a bulletin for apprentices, provided they meet the requirements of the Apprenticeship program established under clause 2 above, and subject to merit and efficiency.

##### **Training**

4. CBU Apprentices will take training at a recognized post-secondary institution, and will be laid-off during the classroom training and re-instated at the end of the classroom training.

5. CBU Apprentices who fail to successfully complete classroom requirements will be required to reimburse BC Hydro for all travel, expense and course costs incurred by BC Hydro.
6. When CBU Apprentices attend other specific work-related training assigned by BC Hydro, BC Hydro will pay the costs of the training and, for the purposes of service and seniority in accordance with this Agreement, time spent in the training will be considered time worked.

### **Rotation**

7. The rotation of CBU apprentices will occur as a result of assignment to crews with exposure to various projects, affording learning opportunities appropriate to a construction business environment.

### **Safety**

8. (a) Except for apprentice Power Line Technicians and Cable Splicers, no apprentice shall be called upon to come into direct contact with energized high voltage equipment or high voltage conductors which are potentially alive, until the last six months of their apprenticeship, and then only when assisting a Journeyman/woman appropriate for that contact. "High Voltage" is defined in Appendix "B", 2(c) Training.
- (b) The provisions of Appendix "B" 3 (a) apply to CBU Apprentice Power Line Technicians.

### **Seniority and Service**

9. Graduate CBU Apprentices will be considered as Temporary Journeypersons and will be awarded one day of seniority, for the purpose of bidding on regular positions bulletined by BC Hydro.
10. A CBU Apprentice who had CBU service before entering the CBU Apprenticeship, and who has resigned or is removed from their apprentice program will return to their former classification and former seniority, as of the date of entry into the program.
11. CBU Apprentices who had CBU service in another classification before entering the apprentice program will be able to use that service for the application of benefits related to accumulated service in accordance with Part 8 of the collective agreement.

## **Layoff**

### **Apprentices**

12. Where the available work on a project is insufficient to support journeyed CBU workers and indentured apprentices, then apprentices will be laid off first in accordance with their date of entry into the apprentice program.
13. If an apprentice is laid off during an apprentice program, the following will apply:
- (a) If the layoff is for less than 6 months, the apprentice may re-enter the program without reassessment.
  - (b) If the layoff is for 6 months or longer, the subcommittee will assess the apprentice in order to identify the stage at which they should be placed.

### **Graduates**

14. Graduate CBU Apprentices who do not have continuing assignment will be designated for lay off and 15 below will apply.

### **CBU Layoff**

15. For layoff purposes within a classification, time spent in the apprentice program will be considered as time worked.

### **Pay**

16. Pay will be based on the percentages outlined in Article. 44 for Apprentices, applied to the Article 55 rates of pay for each trade classification.

Signed: November 14, 2005

## MEMORANDUM OF UNDERSTANDING #42

### USE OF LINE TRUCK OPERATOR

The parties agree that BC Hydro may hire or assign employees to work in the Line Truck Operator classification, currently described in Article 34, as part of the regular workforce (non-Construction Business Unit), under the following conditions:

1. Any hire or assignment of employees to work in the Line Truck Operator position will be on a temporary basis.
2. BC Hydro will determine the locations where Line Truck Operators are required.
3. BC Hydro may assign a Driver/Helper or Machine Operator to work as a Line Truck Operator in a location provided that:
  - (a) The employee is normally headquartered in that location;
  - (b) The employee has the qualifications and the aptitude to perform the duties of a Line Truck Operator; and
  - (c) The employee successfully completes a training program prescribed by BC Hydro.
4. A change of status will be entered in respect of a temporary assignment made under paragraph 3.
5. BC Hydro may hire a graduated student of an approved Power Line Technician pre-apprenticeship program into a Line Truck Operator position in locations where there is no Driver/Helper or Machine Operator who is qualified to do the work, as per paragraph 3 above, and the following conditions will apply:
  - (a) A graduated student may work in the position for up to two (2) years as a temporary employee, with the expectation that they will seek to obtain an apprenticeship during that time. If at the end of the two years, the graduated student has not secured an apprenticeship position, their employment will be terminated, unless an alternative arrangement is agreed to between the parties.
  - (b) Should the graduated student be considered unsuitable for the position, they may be reassigned to other work as set out in Memorandum of Understanding #39 (Power-Line Technician Pre-Apprenticeship Hires) and in that case they will be treated in accordance with that Memorandum.

6. The wage rate for the Line Truck Operator will be equivalent to the Machine Operator.
7. This Memorandum of Understanding will expire with the expiry of the Collective Agreement, unless renewed by the parties.
8. The parties will review this Memorandum of Understanding mid-term to ensure that it is being utilized as intended.
9. The effective date of this Memorandum of Understanding is April 1, 2006.

Signed April 21, 2006

### **MEMORANDUM OF UNDERSTANDING #43**

#### **HIRING PLTs INTO REMOTE LOCATIONS**

1. In acknowledgement of the challenge of hiring Power Line Technicians (PLT) into certain remote locations, the parties agree that the Employer may post bulletin(s) for PLT(s) that identifies an established headquarters away from the remote location and that stipulates that 50% of the work time will be spent working in the remote location. The parties will agree in writing to which locations can be considered remote for the purposes of this Memorandum of Understanding, and will further agree on the length of the rotation period.
2. The selection to the position pursuant to this MoU would be on the basis of merit, efficiency and seniority, and the employee selected to this position would be paid at the Subforeman/woman rate of pay and, while working in the remote location, would receive seven-day standby pay.
3. The employee would not be eligible for any isolation allowance pay that may be applicable in respect of the remote location.
4. Other terms and conditions may be agreed to by the parties with respect to a particular location.

This Memorandum is effective April 1, 2006 and will expire at the expiry of the Collective Agreement unless renewed by the parties.

Signed April 21, 2006

## APPENDIX "B"

### APPRENTICE AND TRADES TRAINING COMMITTEE

#### 1. Committee

The Employer and the Brotherhood each agrees to appoint three representatives to a committee to be known as the Apprentice and Trades Training Committee. The Employer and the Brotherhood agree to assign to the committee the responsibility for developing and overseeing a program of development and upgrading, and retraining where necessary for Journeymen/women Tradesmen/women in every trade covered by the Collective Agreement. Though not responsible for Journeyperson training, the committee may also make recommendations to the Employer on other training programs for employees. The committee shall appoint two 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.

Appointments to the main committee and to the sub-committees proposed by one party must be approved in writing by the other party. In making and approving appointments, the parties will give consideration to the person's suitability to the role, including their ability to work on a team, communications skill, mentoring and coaching competencies, and technical competence in their trade.

Appointments will be for a term of two (2) years, which may be renewed upon review by the parties of the appointee's performance, having regard to the considerations referenced above.

- (a) The committee shall be responsible for:
  - (i) Determining the duration of the apprenticeship programs.
  - (ii) Recommending upon the training, examination, age, educational requirements and physical standards required of apprentices, subject to final approval of the Parties to the Agreement.
  
- (b) The Employer shall be responsible for:
  - (i) The selection and initial placement of Apprentices. In selecting Apprentices preference will be given to Local Union 258 IBEW members in good standing, who are eligible to apply on the bulletin provided they meet the requirements for

the Apprenticeship program established under 1(a)(ii) above, and subject to merit and efficiency.

- (ii) The rotation of apprentices from location to location.
  - (iii) The removal from the program of any apprentice who fails to show satisfactory effort or progress.
- (c) Where the Committee cannot agree under (a)(i) or (ii), or either Party fails to approve a Committee recommendation under (a)(ii), the Employer will make the decision on the matter. If the Local Union disagrees with the Employer's decision the matter will be resolved through arbitration.

Decisions by the Employer under (b)(i), (ii) or (iii), or any unresolved items related to apprentices, will be resolved through the grievance procedure including arbitration if necessary.

## 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 the employee is learning. The employee shall be permitted to use tools under the supervision of a Journeyman/woman. The ratio of apprentices to Journeymen/women shall not exceed one in four in any branch of the trade except by agreement between the Parties.

### (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 job vacancies through the Agreement bulletining process. Apprentices will not fill regular job vacancies through the bulletining process and the only time the bulletining process will apply is on the initial selection of apprentices for entering the program or as provided in (d) and (e) below.

### (c) Training

Vocational school training should be utilized wherever 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. Where Vocational school training is utilized and employees are, therefore, required to be away from home, the Employer should arrange to provide board and room through the

Vocational school, which maintains a listing of recommended accommodation.

Text books, which will remain the property of the employee, will be purchased by the employee. Recommended reference books will be loaned by the Employer.

Where indentureship is involved, apprentices shall be indentured to the Employer.

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

Excepting apprentice Power Line Technicians and Cable Splicers, no apprentice shall be called upon to come into direct contact with energized high voltage equipment or high voltage conductors which are potentially alive, until the last six months of their apprenticeship, and then only when assisting a Journeyman/woman. For the purposes of this Agreement, "high voltage" shall mean an alternating current potential in excess of seven hundred and fifty (750) volts to ground, or direct current potential in excess of three hundred (300) volts to ground.

(d) Removal from the program

Since an effective apprenticeship scheme depends upon the orderly progression of apprentices to Journeyman/woman status, the Employer may remove from the program anyone who fails to show satisfactory effort or progress.

Where an apprentice's effort or progress is not considered satisfactory the Employer will counsel the apprentice about the expected standards and requirements to remain on the program, failure to meet these will result in an extension or removal from the program.

See Memorandum of Understanding No. 12 regarding treatment following removal from the apprentice program.

(e) Placement on completion of training

An Apprentice may apply to any Journeyman/woman bulletined position 12 months prior to completion of their indentured Apprenticeship. If successful in obtaining a bulletin position the employee will not be considered a Journeyman/woman until successful completion of their Apprenticeship, except as provided in Appendix "B" 3. The Apprentice shall continue to be an employee in training and as determined by the A&TTC, they are subject to completing their instruction in every aspect of their trade until their

normal graduation date. If an Apprentice has not obtained a bulletined position upon graduation the Parties agree that the employee may then be posted to a position of the same general classification to any location within the Authority to a regular job vacancy that has not been filled by a qualified employee with selection seniority in the same general classification. A move resulting from an apprentice posted to a vacancy will not be considered an employer initiated move for purposes of Article 15 (e) 3.

(f) Costs

The costs of required courses which are not covered by any other means will be borne by the Employer. For guidelines regarding the costs when Apprentices attend training activities, refer to Memorandum of Understanding No. 13.

(g) Earnings

Employees selected for apprentice training will incur no loss of normal straight-time earnings when training activities require that they be absent from the job.

The percentage of applicable Journeyman/woman rates of pay for apprentices commencing on the first complete pay period following signing of the Agreement shall be:

	10 Term Program	8 Term Program	7 Term Program	6 Term Program
1st 6 months	75	75	75	75
2nd	75	75	75	75
3rd	75	75	75	75
4th	75	75	75	75
5th	75	75	80	80
6th	80	80	85	90
7th	85	85	90	
8th	90	90		
9th	90			
10th	95			

The addition of a first to fourth term apprentice to a crew shall not be taken to affect the status of a Sub-Foreman/woman. Where the addition of a fifth to tenth term apprentice results in upgrading a Sub-Foreman/woman, then the employee shall be treated as a working Foreman/woman and paid a Foreman/woman's rate.

3. Apprentice Trades Classifications

(a) Apprentice Power Line Technician

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/woman 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/woman will keep their supervisor informed. Under no circumstances shall an apprentice Power Line Technicians be considered as part of the required complement of Journeymen/women Power Line Technician until the employee has successfully completed their fifth term of the program.

An apprentice Power Line Technician shall not be called upon to come into direct contact with high voltage equipment or conductors which are potentially alive, except under the following guidelines and then only when assisting and under the direct supervision of a Journeyman/woman Power Line Technician:

1st month - no contact

After 1 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 Journeyman/woman Power Line Technician.

(b) Electrical Operator/Area Dispatchers

A first to a fourth term apprentice Operator/Area Dispatcher shall be instructed in the performance of an Operator/Area Dispatcher's duties but shall not act as an Operator/Area Dispatcher. A fifth to a seventh term apprentice Operator/Area Dispatcher may perform Operator/Area Dispatcher's duties under the direct supervision of an Operator/Area Dispatcher or in an emergency the employee may act as an Operator/Area Dispatcher for not more than one full shift. When acting as an Operator/Area Dispatcher, without supervision, the employee shall receive Operator/Area Dispatcher's pay.

(c) Apprentice Instrument-ation and Controls Technologist

An apprentice (first to sixth term) will be permitted to use tools under the direct supervision of a Journeyman/woman. The employee may do shop work in accordance with their training and advancement. Seventh to tenth term employees may work together, subject to the discretion of the Foreman/woman. Seventh to tenth term apprentices will be considered as Journeymen/women in these trades when determining the ratio of apprentices to Journeymen/women.

- (d) During the first 18 months an Apprentice Cable Splicer shall be governed by the conditions pertaining to Power Line Technician Apprentices as described in Appendix B, 3(a). The employee shall receive instruction from either Journeyman/woman Cable Splicer or Journeyman/woman Power Line Technicians.

4. Expanding Training Opportunities For Apprentices.

For the purposes of rotating apprentices, Kootenay Canal and Seven Mile generating plants will be considered as one Headquarters.

## APPENDIX "C"

### ISOLATION ALLOWANCE

#### PAYMENT OF ISOLATION ALLOWANCES

1. Both Hydro and the Union accept the Joint Housing, Attraction and Retention Committee's Report and Recommendation on "A Basis for the Payment of Isolation Allowance", dated 26 July 1967.
2. Resolution of Differences

Any changes to payment of allowances resulting from changes to the isolation indices or to the measurement system must be agreed upon by the parties to the Agreement before they are put into effect.

In the event that the approval of one or the other of the parties is not given to a recommendation of the committee or the parties cannot resolve a difference referred to them by the committee, then the matter will be decided at the arbitration stage of the grievance procedure set out in the collective agreement.

3. Definition of Isolation Allowance
  - (a) An isolation allowance shall be paid to each eligible employee (as defined in condition 4 of this Appendix). Effective 01 January 2006 the amount of the allowance shall be \$5.00 per point per month based on the isolation index for each isolated location provided the isolation index is twenty (20) points or higher.
  - (b) An isolation allowance shall not be considered as part of normal earnings for the purpose of determining overtime, annual vacation pay, sick leave pay, shorter work-time (Q.V.), supplements to Income Continuance Insurance or Workers Compensation Board Benefits, or any other premiums or benefits under any present or future welfare plans or working conditions.

4. Employees who are Eligible for Isolation Allowances

Except where otherwise agreed between the parties the term "eligible employees" as used in this Appendix shall mean only those employees who:

- (a) are full time regular employees covered by this Agreement and
- (b) have an established headquarters at or near to an isolated location which has an isolation index of twenty points or greater, and

- (c) are domiciled at or near to the established headquarters defined in condition 4(b) above.

A long-term temporary employee headquartered at an isolated location may be paid an isolation allowance upon special agreement between the parties; the name of any such employee shall be recorded in a letter of understanding.

5. Method of Payment of Isolation Allowance

Isolation allowances shall be paid bi-weekly and to the nearest full day. Isolation allowances will cease on termination of employment, death, or change of headquarters when no allowance applies at the new headquarters and will be subject to modification on change to headquarters where a different isolation index applies.

6. Conditions for Suspending Isolation Allowances

No isolation allowance shall be paid to an employee for any period during which the employee is absent from work without leave.

- (a) Absences During Temporary Work Assignments at Other Locations

When an employee who is headquartered at an isolated location is assigned to temporary work at another location the isolated allowance payable to the employee will continue uninterrupted for 14 calendar days from the beginning of the temporary assignment. Where the temporary assignment is longer than 14 calendar days the supervisor at the employee's regular headquarters may suspend the isolation allowance until the employee returns to work at their isolated headquarters.

- (b) Absence During Annual Vacation with Pay, Q.V. and V.O.

Full isolation allowances shall be paid in respect of a period which an employee is on annual vacation, V.O. or Q.V., with pay provided their headquarters are not changed during or immediately following that period.

- (c) Absence Due to Sickness or Injury With or Without Pay

An isolation allowance shall continue uninterrupted up to a maximum period of ninety (90) calendar days from the onset of an absence due to a sickness or injury and shall be suspended thereafter until an employee returns to full regular employment and becomes eligible for an isolation allowance in accordance with

condition 5 of this Appendix. Suspension of the allowance shall only occur pursuant to this provision if the employee and their dependants move to a location where isolation allowances do not apply.

(d) Absence on Union Business

Employees absent without pay on Union business shall be eligible for isolation allowances providing the absence does not exceed 14 consecutive calendar days.

7. Changes to Isolation Indices

All isolation indices will be reviewed at periods not exceeding two (2) years. Management or the Union may, at any time, request in writing an adjustment of any isolation index by the Joint Housing, Attraction and Retention Committee. A formal recommendation for change to any isolation index shall be made in writing by the committee as set out in the terms of reference which govern the committee.

Where changes to isolation indices are agreed upon by the parties and where such changes affect isolation allowances, the allowances shall be adjusted retroactively to a point in time when the Joint Housing, Attraction and Retention Committee made a written recommendation to the parties for a change.

Any new isolated location added to the Hydro's system shall be evaluated by the Joint Housing, Attraction and Retention Committee which will recommend an isolation index to the parties.

## **EDUCATION SUBSIDIES**

1. An employee who feels they may have a claim for education subsidies may request the appropriate questionnaire and information form from the Joint Housing, Attraction and Retention Committee. The committee will review the application and determine eligibility for subsidies for education costs. The committee will report to the parties by making a formal recommendation as to the amount of subsidies, if any, and the reasons why they should or should not be paid.

2. Conditions Governing Payment of Education Subsidies

(a) Education subsidies shall only be paid on reasonable proof of actual expenses incurred. Claims for reimbursement of expenses may be submitted at month end, for expenses incurred during that or previous months.

- (b) Education subsidies shall only be paid on the recommendation of the Joint Housing, Attraction and Retention Committee and on the approval of both Hydro and the Union.
- (c) An education subsidy, like an isolation allowance, as outlined in condition 3(b) herein, shall not be considered as part of normal earnings.

## **TERMS OF REFERENCE OF THE JOINT HOUSING, ATTRACTION AND RETENTION COMMITTEE**

### **A. Isolation Allowance Duties**

- 1. To review and adjust isolation indices at specific locations when Hydro or the Union report to the committee significant changes in the conditions of isolation;
- 2. To survey the prevailing conditions of isolation and to establish an isolation index for any new locations referred to the committee as a result of extension of present Hydro services into new areas;
- 3. To conduct every two years an overall review of isolation indices and to make any adjustments resulting from changes to the conditions of isolation;
- 4. To conduct every four years a review of isolation factors, categories, quantifiers and relative weightings as set out in the committee manual and to recommend any amendments to the measurement system. The Committee will conduct this four year review concurrent with every second 2 year review referred to in A 3. above;
- 5. To maintain complete records of all revisions, changes and additions to isolation indices and to the measurement system.

### **B. Duties re Proposed Subsidies for Education Costs**

- 1. To obtain from employee applicants through line organization information necessary to calculate subsidies and to confirm that the information so obtained is complete and correct;
- 2. To calculate the amount of subsidies according to the formula agreed upon between Hydro and the Union, as set out in the committee report;

3. To record pertinent data and related calculations for each subsidy and to include this information in a recommendation for payment to Hydro and the Union.

C. Attraction and Retention Programs

The Employer may request the Committee to formulate and recommend specific programs for given locations. The committee may appoint employees from those locations to a Sub-Committee that will arrive at recommendations for the Main Committee to review and forward to the Employer. The Employer may implement all, part, or none of the Committee's recommendation, as it may decide. If implemented, the Employer will provide full details of the program to the Committee. Prior to change or cancellation of an established program, the Employer shall provide the Committee with full details and provide the Committee with an opportunity to make recommendations related to the changes or cancellation.

D. Hydro Housing Purchase Option Plans

The Employer may request the Committee to formulate and recommend Hydro Housing Purchase Options Plans for locations where the Employer owns housing. The Committee may appoint employees from those locations to a Sub-Committee that will arrive at a recommendation for the Main Committee to review and forward to the Employer. The Employer may implement all, part, or none of the Committee's recommendation, as it may decide. If implemented, the Employer will provide full details of the Plan to the Committee. Prior to changes, or cancellation of the Plan, the Employer shall provide the Committee with full details and provide the Committee with an opportunity to make recommendations related to the changes or cancellations.

E. Committee Recommendations

1. All recommendations for payment of education costs subsidies, for changes to isolation indices, and for any changes to the measurement system will be made in writing and directed to the Business Manager of Local 258 IBEW and to the Manager, Labour Relations Department B.C. Hydro.
2. All recommendations will state whether the committee was of unanimous agreement or majority agreement. Any committee member who disagrees with a recommendation may submit a minority report to the parties outlining their reasons for not agreeing with the majority.
3. In the event that a majority agreement cannot be reached among the committee members on any recommendation the committee will

define the problem on which agreement cannot be reached and present the problem to Hydro and the Union for negotiation.

4. All recommendations, whether or not they are unanimous, will be subject to the approval of the parties to the Agreement, except as provided for in C and D.

F. Rotation of Committee Members

1. It is necessary to maintain continuity of committee.
2. All members should not be replaced at the same time.

G. Induction of New Members

1. A new committee member should be given an opportunity to make field trips to isolated areas if the employee is not already familiar with isolated communities.
2. New committee members will be provided with a copy of the committee manual and any member leaving the committee is required to return their manual to the committee.

H. Committee Manual

1. The purpose of the manual is to preserve continuity and uniform application of the system of measurement and to describe how the system was evolved.
2. The details of the rating system for determining isolation indices will remain in the confidence of the committee and will be communicated to future committee members by the Committee manual.

ISOLATION INDICES

Location	Current Isolation Index
<u>Bella Coola</u>	<u>48</u>
<u>Burns Lake</u>	<u>28</u>
<u>Chetwynd</u>	<u>34</u>
<u>Clearwater</u>	<u>30</u>
<u>Clinton</u>	<u>35</u>
<u>Clowhom</u>	<u>85</u>
<u>Clowhom(Note 1)</u>	<u>61</u>
<u>Dease Lake</u>	<u>94</u>
<u>Duncan Dam-Meadow Creek</u>	<u>65</u>
<u>Fort Nelson</u>	<u>48</u>
<u>Ganges</u>	<u>22</u>

<u>Glenannan Sub (Fraser Lake)</u>	<u>35</u>
<u>Golden</u>	<u>21</u>
<u>GMS G.S.</u>	<u>77</u>
<u>GMS G.S. (Note 2)</u>	<u>67</u>
<u>Hazelton</u>	<u>43</u>
<u>Hudson's Hope</u>	<u>48</u>
<u>MacKenzie</u>	<u>40</u>
<u>Madeira Park (Malaspina Sub)</u>	<u>26</u>
<u>Masset</u>	<u>79</u>
<u>Mica Creek</u>	<u>72</u>
<u>Nakusp</u>	<u>29</u>
<u>Pemberton</u>	<u>31</u>
<u>Port Hardy</u>	<u>21</u>
<u>Queen Charlotte City</u>	<u>77</u>
<u>Sandspit</u>	<u>100</u>
<u>Shalalth</u>	<u>84</u>
<u>Smithers</u>	<u>28</u>
<u>Telkwa Sub (Houston)</u>	<u>33</u>
<u>Valemount</u>	<u>39</u>
<u>Vanderhoof</u>	<u>23</u>

Note 1:	Clowhom	
	2/3 Clowhom (85)	= <u>56.7</u>
	+ 1/3 Sechelt (14)	= <u>4.7</u>
		<u>61.4</u>

Note 2:	G.M. Shrum Generating Station	
	2/3 G.M.S. Gen. Stn. (77)	= <u>51.3</u>
	+ 1/3 Hudson Hope (48)	= <u>16.0</u>
		<u>67.3</u>

The list of locations and the current isolation index is valid at the time of printing of this Collective Agreement. The list will be further updated as recommended by the Committee and agreed to by the Parties, including adding other remote locations that become populated or upon review, have an index greater than 20 points. The revised list will be included at the next printing of the Collective Agreement.

**APPENDIX "D"**  
**(DELETED)**

**APPENDIX "E"**

**INTERPRETATION OF ARTICLE 15(f)(ii)**

The following interpretation of Article 15(f)(ii) shall apply only to employees required to travel to temporary headquarters which lie outside working circle limits:

1. When an employee is assigned to a temporary headquarters in the circumstances of travel outside the working circle described in Article 15(f)(ii), the Employer shall do one of the following:
  - (i) provide Authority transport
  - (ii) arrange for public transport or taxi
  - (iii) make other acceptable travel arrangements in order that the employee may report directly to the temporary headquarters at the commencement of their working day.
2. In the event that "other acceptable travel arrangements" as described in 1(iii) above are made, the employee affected shall receive a payment of not less than three-quarters of an hour per day at straight-time, or the amount equal to the additional travel time and additional expenses, whichever is the greater.
3. L.U. 258 reserves the right of final determination as to the acceptability of travel arrangements. The right so described is the general right of veto and refers specifically to those travel arrangements described in paragraph 1(iii).
4. At no time will B.C. Hydro permit employees to use private vehicles for purposes of Article 15(f)(ii), or for overtime work assignments unless their automobile insurance is valid for purposes of the assignment. In other words, a supervisor responsible for authorizing the use of a private vehicle in the circumstances described will satisfy themselves that the vehicle is insured for purposes of the assignment. Notwithstanding the foregoing, the provisions of Article 21(m) will be the prime consideration when assigning employees to overtime work.
5. B.C. Hydro will bear the cost of any additional insurance premium that may be required to protect the employee while fulfilling work assignments. The expression "additional insurance premium" refers specifically to any additional automobile insurance premium required by the insurer when an individual uses their private vehicle to respond to a call-out, or travel beyond the limits of their working circle.
6. An employee involved in circumstances of reassignment to temporary headquarters as described in Article 15(f)(ii) will not have the work assignment revoked by the employer should the employee exercise their option to require transportation rather than use their private vehicle.

(Reference documents - letters from D.L. Cronk to E.R. Peck dated 31 August 1970 and from E.R. Peck to D.L. Cronk dated 1 September 1970).

## **APPENDIX "F"**

### **APPLICATION OF ARTICLE 2**

Where notice of a technological change is given by the Employer Article 2 will be applied in the following manner.

Following the issuing of notice pursuant to Article 2(b) the Employer will assess the present skills of the employee or employees about to be displaced. The intent of this assessment is to facilitate placement. This placement may involve the employee being directed to a position in a different headquarters and/or being reclassified to the appropriate job classification and where deemed appropriate given assistance in obtaining such job requirements as a driver's license, herbicide permits, etc.

- A. Where the Employer directs the employee to a position at an equal or better rate of pay the employee's options are:
  - (1) Accept the placement with the Employer paying the costs of a directed move as provided in Article 15(e)2; or,
  - (2) Elect termination with severance pay pursuant to Article 19. The termination would be effective when the employee's current position is declared redundant by the Employer or at the end of the six month notice period, whichever occurs later.
  
- B. Where the Employer directs the employee to a position at a lesser rate of pay the employee's options are:
  - (1) Accept the placement, with the Employer paying the costs of a directed move as provided in Article 15(e)2. If the employee accepts the placement they will continue to receive their regular weekly pay (i.e. blue circle). The employee will continue to receive this rate protection provided that they are willing to accept other employment which may be subsequently offered by the Employer at an equal or better rate of pay. Where the Employer subsequently offers the displaced employee another position at an equal or better rate of pay the employee may either (i) remain in their current position with no further rate protection; or (ii) accept the offered position which will remove them from further application of Article 2; or (iii) elect termination with severance pay pursuant to Article 19.

For the purpose of this clause blue circling means the employee's rate of pay shall be maintained and adjusted by any subsequently negotiated wage increases.

- (2) Decline the placement and then elect between (i) exercising layoff provisions detailed in Article 5(b) when the employee is no longer required in their current position; or (ii) electing termination with severance pay pursuant to Article 19. The termination would be effective when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later.
- C. Where the Employer determines there is no foreseeable vacancy that utilizes the employee's present skills the employee will be referred to the Apprentice and Trades Training Committee.
- (1) The committee will evaluate the employee's work history and qualifications and recommend to the Parties a program for the training and/or upgrading of such employees at the Employer's expense. The committee's recommendation will advise which apprentice programs, if any, the employee meets the apprenticeship standards of and the term the employee would begin their indentureship if placed on the program; or alternatively the program and duration of "upgrading" which would qualify the employee for a specific trade.
  - (2) Where the Apprentice and Trades Training Committee advises that an employee, while willing to undertake training, does not meet the requirements for an apprenticeship program or is unable to be upgraded for a specific trade the employee will then elect between (i) exercising layoff provisions detailed in Article 5(b) when the employee's current position is no longer required; or, (ii) electing termination with severance pay pursuant to Article 19 when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later.
  - (3) In the event the employee declines training or upgrading as provided in C(1) above the following applies:
    - (a) Where the employee does not qualify as an older worker the employee will be terminated without severance pay pursuant to Article 19 at the point their position is no longer required or at the end of the six month notice period, whichever occurs later; or,
    - (b) Where the employee qualifies as an older worker the employee will be terminated with severance pay pursuant to Article 19 at the point the employee's current position is no longer required by the Employer or at the end of the six month notice period, whichever occurs later. If prior to

termination the employee is selected to a lower paying position their rate-of-pay is red circled.

D. Upon receipt of the Apprentice and Trades Training Committee recommendation the Employer will determine whether the proposed training/upgrading is consistent with foreseeable manpower requirements.

(1) Where the employer implements the Apprentice and Trades Training Committee recommendation the employee will be reclassified as appropriate. If reclassified to apprentice status the employee will be paid in accordance with Article 2(e).

Where the employee declines training C.(3)(a) or (b) above apply as appropriate.

(2) Where the Employer does not implement the Apprentice and Trades Training Committee recommendation the employee will elect between:

(i) termination with severance pay pursuant to Article 19 when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later; or,

(ii) exercising layoff provisions detailed in Article 5(b) when the employee's current position is no longer required; or,

(iii) replacing the most junior apprentice on the system that the employee has been deemed qualified to replace. The apprentice replaced, if "designated" by the Employer shall elect between (1) exercising layoff options as provided in Article 5(b)7 or (2) termination with severance pay pursuant to Article 19.

E. (1) With respect to A(1), B(1) or D(1), the Employer shall not place an employee into a position which is subject to recall if the individual who would otherwise be recalled is more senior to the employee being placed under Article 2 and in fact wishes to exercise their recall rights.

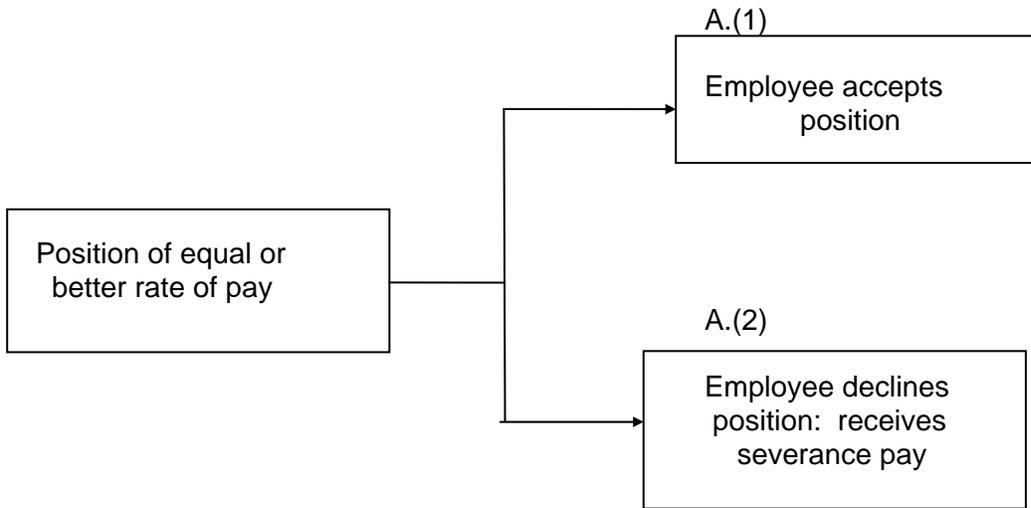
(2) (i) Where an employee in B(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping, shall providing the employee is capable of performing the job be offered the vacancy originally offered the employee displaced under Article 2. If the employee accepts the position the employee shall be treated in accordance with B(1) above.

- (ii) Where an employee in C(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping, shall in turn be referred to the Apprentice and Trades Training Committee for assessment pursuant to C(1) above.
  - (iii) Where an employee in D(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping will be referred to the Apprentice and Trades Training Committee pursuant to C(1) above provided that a foreseeable manpower requirement exists in a trade that the employee in D(2) was not considered for.
- (3) Where under A above, more than one employee has the present skills to perform a position and is currently in the same job classification, the vacancy will be offered in order of greater seniority. In the event senior employee(s) decline the position the junior employee shall be directed.
- (4) (a) Where an employee is directed to another position under A(1) or B(1) and is reclassified to a job classification outside the employee's general classification in Article 18 the employee shall hold dual selection seniority as follows:
- (i) On the date the employee is reclassified the employee shall commence to accrue selection seniority in their new job classification and general classification.
  - (ii) The employee shall retain and continue to accrue their former Article 18 general classification seniority.
  - (iii) An employee will lose their dual general classification seniority if the employee applies and is selected to another position at which time the employee will hold general classification seniority in the new position as provided in Article 18.
- (b) Where an employee under A(1) is reclassified to a job classification outside the employee's seniority group in Article 5(b) and within 2 years of reclassification is affected by a layoff, the employee shall be given a once only choice of exercising their Article 5(b) options either within their new seniority group or in their prior seniority group.

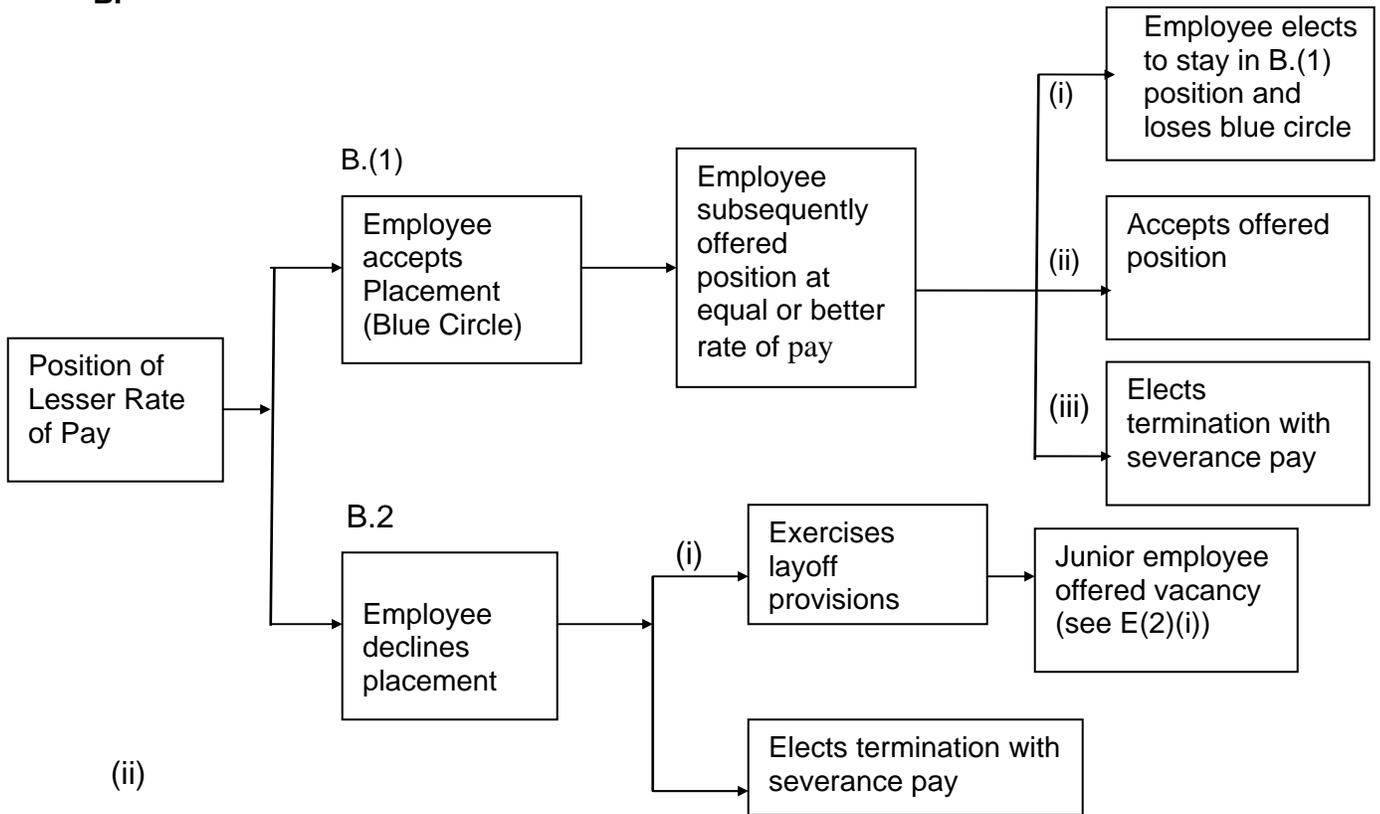
The above shall not apply where the employee is re-established into their prior seniority group or bulletins to another position.

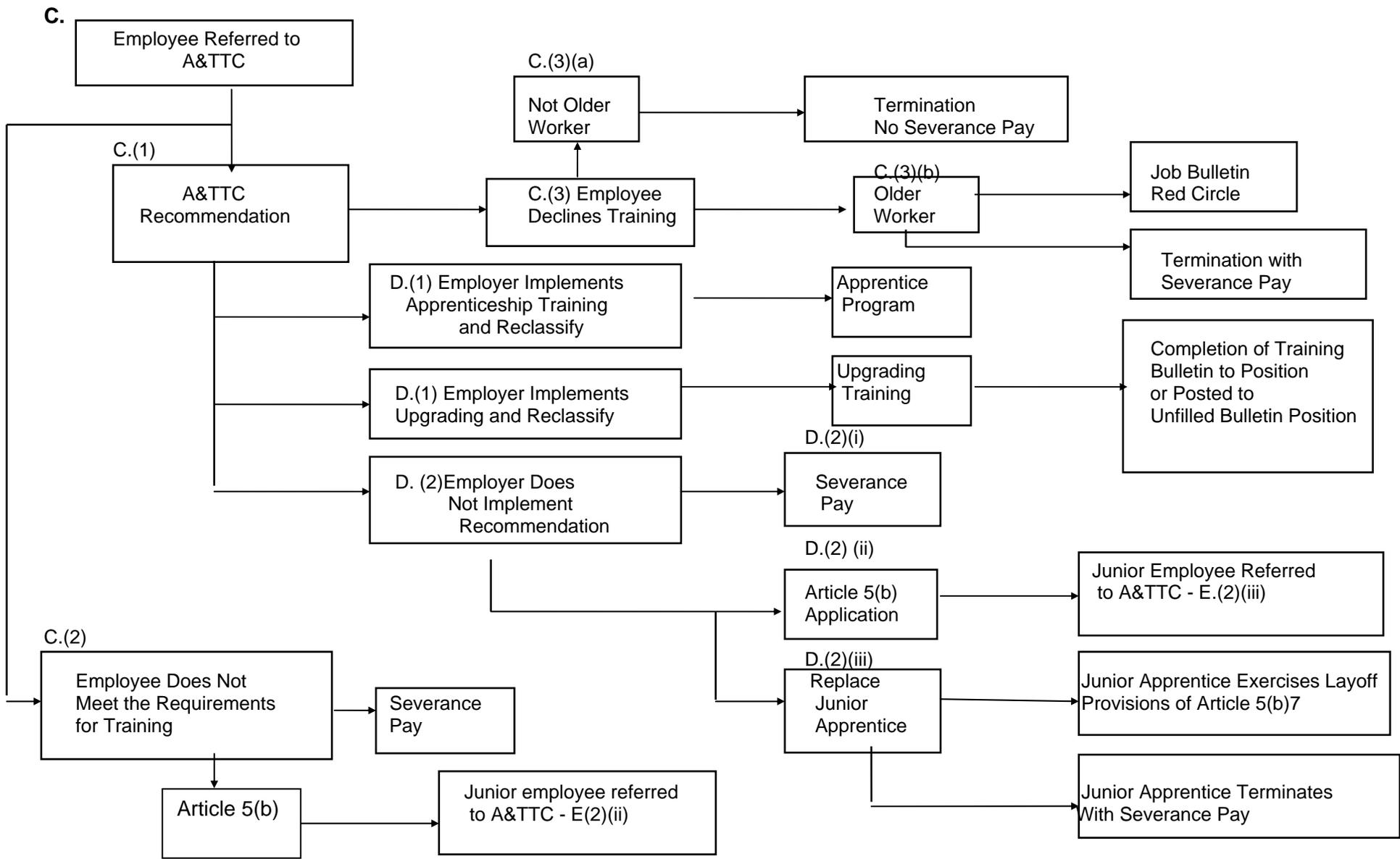
- (5) The procedures in A, B, C, D and E(2) above do not preclude employees from applying on bulletined vacancies.
- (6) Where an employee elects termination with severance pay the Employer and employee may, by mutual agreement, establish a termination date within the six month period. Should this occur Local Union 258 shall receive written confirmation from the Employer.
- (7) The Union will receive copies of all correspondence sent to employees pursuant to this process.
- (8) The following flow chart developed as part of the 16 May 1984 Memorandum is intended only to describe the flow of the process and remains a reference document for the Parties. The flow chart does not modify the terms of Article 2 or this Appendix F.

A.



B.





## APPENDIX "G"

### TROUBLE TECHNICIANS

During the 1993 and 2002 negotiations it was agreed the Employer may utilize Trouble Technicians working on shift in the following areas:

1. Trouble Technicians working on shift may be introduced at no more than five headquarters; three to be located in the greater Vancouver area west of the Fraser River, the fourth to be within the boundaries of Delta, Surrey and Langley municipalities, with the fifth being established in the Victoria region.
2. The maximum number of Trouble Technicians working on shift shall be thirty-nine (39) in total and these positions shall be filled in accordance with Article 18.
3. The hours of work shall be the normal shift times for a two shift operation. Each shift will be an eight hour shift including a one-half hour unpaid lunch period.
4. The lunch period to be taken as follows:  
  
#2 shift 12:00 - 12:30  
#3 shift 20:00 - 20:30  
  
provided, however that the lunch period may be varied not more than one-half hour in either direction by the Trouble Technicians where special circumstances or completion of a particular task warrants such variation.
5. The Trouble Technicians description in Article 34 shall apply.
6. Article 20(b)2, paragraph 1. and Article 20(b)5.(e) do not apply.
7. No dayworker Power Line Technician headquartered in the area described in paragraph 1. above as at 9 January 1992 will lose employment in their classification or location as a result of Trouble Technicians working on shift.

Agreed to this 6<sup>th</sup> day of March, 2006, in the City of Vancouver, British Columbia.

For the Employer: \_\_\_\_\_ For the Union:

Debbie Jung \_\_\_\_\_ Doug McKay

Neil Sharpe \_\_\_\_\_ Tony Brand

Willi Friml \_\_\_\_\_ Robert Brandon

Neil Campbell \_\_\_\_\_ Larry Byhre

Steve Fowles \_\_\_\_\_ Doug Hill

David Graves \_\_\_\_\_ Ed McEwen

\_\_\_\_\_ Tom Knight

## **SUPPLEMENTARY INFORMATION**

### **B.C. HYDRO & POWER AUTHORITY PENSION, GROUP LIFE INSURANCE, MEDICAL SERVICES AND INCOME CONTINUANCE PLANS**

Information about these plans can be found on the BC Hydro Intranet under Human Resources, Benefits.

### **TEMPORARY EMPLOYEES' WELFARE COVERAGE**

**\*UNION TO PROVIDE UPDATE FOR THIS SECTION**