

AGREEMENT

between

BRITISH COLUMBIA TRANSMISSION CORPORATION

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 TRANSMISSION CORPORATION, an Agent of the Crown in Right of Province of British Columbia with its Corporate Office at 1055 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:

PART I

GENERAL CLAUSES

Article 1

Liaison Meetings

The parties recognize that without a shared relationship, resolution to problems related to the Agreement cannot be achieved. With this in mind, 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, and that representatives of the parties agree to meet regularly in the effort to resolve issues between them.

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.

- (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 BCTC 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 13th day of January, 2005 and which are those:

“employees of British Columbia Transmission Corporation involved in the operation and protection of the transmission, generation, and distribution of electrical energy and related work in British Columbia, except those included in the bargaining unit certified to Canadian Office and Professional Employees Union, Local 378 and those excluded by the Code.”

- (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 13(e), 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) When requested by the Employer, employees will co-operate in providing familiarization to non-bargaining unit employees involving operations of the electrical and telecommunication system. Such co-operation may include ‘shadowing’ of control centre staff while they carry-out their normal responsibilities. No employee will lose employment as a result of this provision.
- (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) BCTC will indemnify and hold harmless BCTC employees from legal liability imposed upon them arising from their normal course of employment. BCTC 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 BCTC. In most situations covered by this indemnity agreement the interest of BCTC and the employee will coincide and BCTC 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

- (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 12(e)2. An employee displaced under this provision shall be subject to Article 15(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.

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 15 (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 standards, including a background check, and medical standards of the Employer.
- (f) All employees hired after 19 May 2005 shall be required to undergo a background check in accordance with the Employer's policy. See also Appendix G.

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 workforce diversity. 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

- (a) The Employer agrees to furnish the representatives of the Brotherhood a pass through the Employers' facilities where IBEW affiliated employees work.
- (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:

	<u>Board & Lodging</u>	<u>Wages</u>	<u>Transportation</u>
Union Members	Union	Employer	Employer
Employer Members	Employer	Employer	Employer

Article 8

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

Appendix	Subject
"A"	Memoranda of Understanding 4, 7,12, 13, 20, 25, 26, 27, 34, 35, 40, <u>41, 42, 43, 44, 45</u>
"B"	Apprentice and Trades Training Committee
"E"	Interpretation of Article 15(f)(ii)
"F"	Application of Article 2(a)(b)(c)(d)and(e)
"G"	Background Checks
"H"	<u>Job Descriptions – SCMP Transition</u>

WELFARE PLAN

Article 9

- (a) Medical Services Plan

The Employer shall provide coverage for medical and surgical expenses as outlined in the Medical Services Act (B.C.1968), and subject to its regulations. Effective 1 July 1989, premiums for this coverage will be paid 100% by the Employer. (Should the British Columbia Hospital Insurance Plan reinstate the system of hospital insurance premiums for covered

employees, the Employer shall meet the cost of such premiums to the extent of the same liability the Employer bore on behalf of covered employees in the Brotherhood as set out in Article 12 of the Agreement between predecessors of the parties which was effective 1 August 1953, and which was in force at the time B.C.H.I.S. premiums went out of existence.)

(b) Extended Health Benefit Plan

Effective 1 July 1989 the Employer shall pay 100% of the premiums for health benefits equivalent to the Medical Services Association, Extended Health Benefit Plan in existence on 19 June 1989. Effective 1 July 1989 the maximum lifetime benefit under this plan will be \$500,000 and there shall be no deductible. Effective 1 July 1989 the plan shall be amended to include a vision care addendum which provides benefits up to \$100 each 12 months per dependent child. Effective 1 January 1999 the plan shall be amended to include a vision care addendum which provides benefits up to \$100 each 24 months for the employee and spouse. Effective 1 April 2001 the plan shall be amended to include a vision care addendum which provides benefits up to \$250 each 24 months for the employee and spouse. Effective 17 May 1996 the B.C. Pharmacare drug formulary shall be adopted.

(c) Dental Plan

The Employer agrees to provide a dental plan for all eligible regular employees covered by this Agreement. The benefits under the plan will be equivalent to those offered by MSA in Plan A (80% co-insurance, 90% effective January 1st, 1999 and 95% effective April 1st, 2001), Plan B (50% co-insurance, 65% effective January 1st, 1999), and Plan C (50% co-insurance) with a limit of \$2000 (\$2500 effective April 1st, 2001) maximum lifetime benefits per person enrolled in the plan. Premiums for this coverage will be paid 100% by the Employer.

(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 coverage will be as follows:

It is the intent of both BCTC 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 until qualifying (off 105 calendar days within a continuous 26 week period) for benefits under the income continuance plan.

- (ii) BCTC 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	BCTC 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 plan. An employee unable to work due to sickness or off-the-job 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.
- (v) 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 BCTC. Employees shall be reimbursed for charges levied by the physician for producing the medical certificate.
- (vi) 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.
- (g) Effective January 2006, prior to the beginning of each calendar year, shift employees who are regular employees will be provided with the option of electing from the following options:
 - (1) to receive a lump sum payment in lieu of all or a portion of their SWP time off in the year ahead; or
 - (2) allocating a portion of SWP entitlements to purchase Level 3 benefits; or
 - (3) allocating all or a portion of SWP entitlements for the year ahead to fund a Private Health Spending Plan (PHSP); or
 - (4) allocating all or a portion of SWP entitlements for a mortgage subsidy under the Group Home Mortgage Plan.

SWP allocations to these plans must be in full day equivalents. Where the election results in a residual amount it will be paid out as cash. The terms of the Private Health Spending Plan and Group Home Mortgage Plan will be established by the Employer, who reserves the right to cancel either program with appropriate notice to the Union and employees provided that the program is cancelled for all BCTC Employees.

Article 10

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 11

- (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) 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.
- (c) 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:

	<u>Worked</u>	<u>Straight Time To Be Paid</u>
A. Foreman/woman	30 hours	Foreman/woman's rate for 75 hours
Sub-Foreman/woman	15 hours	
Telecom Network Controllers	<u>30 hours</u> 75 hours	
B. Foreman/woman	15 hours	Foreman/woman's rate for 15 hours Sub-Foreman/woman's rate for 60 hours
Sub-Foreman/woman	30 hours	
Telecom Network Controllers	<u>30 hours</u> 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 11(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.

- (d) 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.
- (e) 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.
- (f) 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 17(b)4(a) and (b) on the basis of the differential paid during the second last complete pay period prior to the absence.

- (g) Payment for sick leave will be based on the employee's basic rate of pay prior to the day sick leave commences.
- (h) 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.
- (i) Income continuance benefits from the carrier will be based on the employee's current basic rate of pay.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) Employees will be advised, in writing if necessary, of any changes made to their timeslips.
- (o) Temporary employees in receipt of W.C.B. payments shall continue to receive their supplemented income, in accordance with Article 10, from the Employer until they would otherwise have been laid off in accordance with Article 5(f)12.
- (p) 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 earned at normal straight time rate for that year shall be paid to the employee in cash. Any deficiency will be deducted. In the event an employee elects a portion of SWP to be allocated to benefits in accordance with Article 9(g) the standard 7.143% calculation factor shall be reduced proportional to the days allocated.
- (q) Shift employees who elect to use a portion of their SWP days to fund options under Article 9 (g) will have their 17 days available for scheduling off through that year reduced by the number of days allocated.

HEADQUARTERS, TRANSPORTATION AND

TRAVELING EXPENSES

Article 12

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 control centre 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 Director, Human Resources.

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 12(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 kilometers from their home to the temporary headquarters be greater than the distance in road kilometers 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. 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 BCTC 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 effective 10 January 2008 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 per day effective 10 January 2008 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 13

- (a) The Union shall appoint a Shop Steward, or Stewards, at each location considered necessary. The Union shall notify the Director of Human Resources 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 13 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 first line manager/supervisor. Within five (5) days the first line Manager (or their delegate) shall consider the grievance involving the first-line Manager, the Shop Steward, Assistant Business Manager and the grieving employee. Depending on the nature of the issue, the first line Manager may elect to refer the matter directly to the next stage of the grievance procedure. The written decision shall be provided to the Business Manager of the Union, the Manager of Control Centers, and the Director Human Resources 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 Manager of Control Centers. The Manager of Control Centers and the Business Manager (or delegate) shall meet within 10 (ten) working days to discuss the grievance. The Manager of Control Centers 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.

(g) Policy or Termination Grievances

In the event that an employee grieves their termination, or if the Union submits a policy grievance, the Union may, submit such a grievance in writing to the Vice President of System Operations and Director Human Resources (or their delegates). 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 of System Operations, Director of Human Resources, 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 BCTC. 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.

- (j) 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.
- (k) In the event of disputes involving changes, questions relating to safety shall be referred to the Safety Liaison 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 14

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 15

(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 (6) 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.

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 BCTC. 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, System Operator, Load Operator, or Outage Scheduler, appointments will be made on the basis of merit, efficiency and seniority.

(h) Selection grievances arising through the application of Article 15 shall be discussed initially at Stage 2 of the grievance procedure.

(i) Seniority General Classification:

General Classification #1:
Outage Scheduler*
Load Operator*
System Operator*

Interchange/Plant Operator*

*includes general classification seniority earned in prior classifications of Operator/Area Dispatcher or Power Dispatcher

General Classification #2:
Telecommunications Network Controller

Note 1: Foreman/woman and Sub Foreman/woman 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 and Senior Operator.

SEVERANCE PAY

Article 16

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 17

(Refer to Memorandum of Understanding #44)

(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 18.

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 18 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.

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. 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:

Load Operators.

System Operators.

Interchange/Plant Operators.

Telecommunications Network Controllers.

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 17(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.

The reduction in hours worked by regular employee 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 18 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.

According to the shift change protocol established by the Employer, prior to the commencement of a scheduled shift, employees shall become familiar with all operating conditions and understand the details necessary to competently operate the portion of the system assigned to them.

Employees holding the position of Telecommunications Network Controller or Forman/Woman or Sub-Forman/Woman in this classification, shall be provided with a one-half (½) hour unpaid lunch period and therefore not be credited with QV, except while working a 12 hr shift. This lunch period will be scheduled in accordance with Article 17 (a) 1.

The continued eligibility for QV while working 12 hr shifts is for the purpose of maintaining operational continuity on Console 1/Desk 1.

Those Telecommunications Network Controllers currently earning QV will continue to do so until the end of 2005.

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 Manager of the Control Centres. 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 18 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 Schedule 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.

- (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.

OVERTIME

Article 18

- (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 18(d) below, in 18(e)2 for Station Operators relieving for 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 16 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 an extended time, this condition shall be discussed between the parties and if agreed 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 16 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 17(b)(5)) shall be paid at 200% of regular rates, except when a employee is moved or promoted, or as covered under Article 17(c). 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 (VO) 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 VO 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. An employee who transfers to another location on a bulletined basis will have all their V.O. bank in excess of 75 hours at their current rate paid off in cash at the time of transfer, unless time off can be scheduled without interfering with staffing arrangements at the location

concerned.

5. An employee may at any time request to take all or part of their V.O. days or OT bank days as time off. The requested day or days off will be granted provided that:

(i) The request is made with the appropriate notice, i.e. 14 calendar days for day workers or 5 calendar days' prior to the posting of the shift schedule for shift workers

(ii) The taking of V.O. or OT bank days will not interfere with work to be scheduled or require relief at overtime rates.

6. Management may waive the conditions described in 5 above.

7. 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 19

- (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:

<u>In the calendar year of:</u>	<u>Annual Vacation</u>
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., 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. V.O. days off requested in combination with A.V. must be scheduled in accordance with Article 18(l) 5 and 6.

- (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 18. (refer to MOU #44)

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 21(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 20

- (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 20(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 employees 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.

LEAVE PROVISIONS

Article 21

- (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 11(p).

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.

ELECTION DAYS

Article 22

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 23

It shall be permissible for one employee at any 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 24

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.

When safety shoes are required on the job, and approved by the supervisor, the Employer shall pay half the cost of safety shoes purchased.

LICENSES AND DRIVING BCTC VEHICLES

Article 25

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

SAFETY PRACTICES

Article 26

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 Liaison 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 13, with arbitration if required.

The Safety Liaison 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 Liaison 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 Liaison 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.

APPRENTICE AND TRADES TRAINING COMMITTEE

Article 27

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.

PART II

JOB DESCRIPTIONS

DEFINITIONS, DUTIES AND JURISDICTIONS

Article 28

(see Appendix "H")

The descriptions for Interchange/Plant Operator, Load Operator, System Operator, and Outage Scheduler assume the status of a qualified electrical operator through the completion of an electrical operations apprenticeship program and authorization on the BCTC system.

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

If a crew is composed of six or more Tradesmen/women - 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.

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

If a crew is composed of five or less Tradesmen/women - 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.

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 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 11 (c) 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.

Senior Operator

When two or more Operators are on a shift without the supervision of a shift manager, one of the operators will be assigned the shift and designated as the Senior operator. The senior operator will work as an Operator and provide general supervision to the operating personnel with whom they are working to ensure that work is carried out safely, efficiently and expeditiously.

Telecommunications Network Controller (from deleted MOU #36)

A Telecommunications Network Controller holds a Diploma of Technology, or an equivalent combination of education and experience, and undertakes work associated with all aspects of network operations as assigned.

Outage Scheduler

An Outage Scheduler is a qualified electrical operator who assists the outage scheduling manager and operations planning engineers in providing operational planning support to real-time operating staff. They may also be delegated other related duties which do not interfere with their primary responsibilities.

Interchange/Plant Operator

An Interchange/Plant Operator is a qualified electrical operator who administers the BCTC transmission services tariff as assigned and co-ordinates curtailments between BCTC and the affected balancing authority as directed by the Transmission or Generator Coordinator. They shall also have charge of and be responsible for the operation of plants as assigned by Operating Orders. They may also be delegated other related duties which do not interfere with their primary responsibilities.

Load Operator

A Load Operator is a qualified electrical operator delegated the operation of an assigned portion of the power system. They shall have charge of and be responsible for the operation of distribution circuits, generating stations, substations or portions of substations as assigned by Operating Orders. Their duties shall also include issuing instructions for safe, efficient and proper operation; issuing or authorizing safety protection guarantees; dealing with electrical disturbances and the restoration of service; communication with customers in matters of prearranged or accidental service interruptions. They may also be delegated other related duties which do not interfere with their operating responsibilities.

System Operator

A System Operator is a qualified electrical operator delegated the operation of an assigned portion of the power system. They shall be certified and accredited by relevant agencies or organizations as required, and have charge of and be responsible for the operation of transmission circuits, generating stations, substations or portions of substations as assigned by Operating Orders. They may also be delegated other related duties which do not interfere with their operating responsibilities. 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 allow managers to perform work previously performed by Power Dispatchers.

(Article 29 deleted)

PART III

Article 30

REGULAR AND TEMPORARY EMPLOYEES' WAGE SCHEDULE

Effective 1 April 2007

- The Wage Rate for all job classifications to be increased by 3%;
- The Wage Rate used for the Apprentice scale to be Interchange/Plant Operator.

Effective 1 April 2008

The Wage Rate for all job classifications in Article 30 in effect on 31 March 2008 to be increased by 3%.

Effective 1 April 2009

The Wage Rate for all job classifications in Article 30 in effect on 31 March 2009 to be increased by 3%.

JOB CLASSIFICATION

	1 Apr 2007	1 Apr 2008	1 Apr 2009
S OPERATOR/AREA DISPATCHER, CHIEF CLASS 1 STATIONS	41.04	42.27	43.53
S OPERATOR/AREA DISPATCHER (INCLUDING RELIEF OPERATOR/AREA DISPATCHER) CLASS 1 STATIONS	36.97	38.08	39.22
S POWER DISPATCHER	42.52	43.80	45.11
<u>S LOAD OPERATOR</u>			
<u>Level 1</u>	<u>36.97</u>	<u>38.08</u>	<u>39.22</u>
<u>Level 2</u>	<u>37.89</u>	<u>39.03</u>	<u>40.20</u>
<u>Level 3</u>	<u>38.84</u>	<u>40.01</u>	<u>41.21</u>
<u>S SYSTEM OPERATOR</u>			
<u>Level 1</u>	<u>42.52</u>	<u>43.80</u>	<u>45.11</u>
<u>Level 2</u>	<u>43.58</u>	<u>44.90</u>	<u>46.24</u>
<u>Level 3</u>	<u>44.67</u>	<u>46.02</u>	<u>47.40</u>
<u>S INTERCHANGE/PLANT OPERATOR</u>	<u>35.21</u>	<u>36.27</u>	<u>37.36</u>
<u>S OUTAGE SCHEDULER</u>	<u>42.52</u>	<u>43.80</u>	<u>45.11</u>
S TELECOMMUNICATIONS NETWORK			

CONTROLLER, FOREMAN/WOMAN S TELECOMMUNICATIONS NETWORK	45.84	47.22	48.64
CONTROLLER, SUB-FOREMAN/WOMAN S TELECOMMUNICATIONS NETWORK	44.22	45.55	46.91
CONTROLLER	40.57	41.79	43.04

APPRENTICESHIP WAGE RATES (APPENDIX B)

EFFECTIVE DATE	IPO RATE	1	2	3	4	5	6	7
APR 1/07	35.21	22.37	22.37	22.37	22.37	23.85	25.36	26.84
APR 1/08	36.27	23.07	23.07	23.07	23.07	24.59	26.15	27.67
APR 1/09	37.36	23.76	23.76	23.76	23.76	25.33	26.94	28.51

WAGE NOTES

Note 1: The rate of pay for Sub-Foreman/woman and Designated Sub-Foreman/woman is 109% of the appropriate basic job classification rate.

The rate of pay for Foremen/women listed in Article 30 is 113% of the appropriate basic job classification rate.

The rate of pay for Senior Operator is 104% of the designated employee's rate of pay.

Note 2: System Operators will be paid the System Operator 1, 2, or 3 rate based on the following levels of authorization. All System Operators will have the opportunity to train and become authorized up to the System Operator 3 level.

System Operator 1: Authorized to work on any two of grid 1, grid 2, generation or transmission.

System Operator 2: Authorized to work on any three of grid 1, grid 2, generation or transmission.

System Operator 3: Authorized to work on all of all grid, generation and transmission.

Note 3: Load Operators will be paid the Load Operator 1, 2 or 3 rate based on the following levels of authorization. All Load Operators will have the opportunity to train and become authorized up to the Load Operator 3 level.

Load Operator 1: Authorized to work on less than all Lower Mainland or all outside Lower Mainland.

Load Operator 2: Authorized to work on either all Lower Mainland or all outside Lower Mainland.
Load Operator 3: Authorized to work on all of Lower Mainland and outside Lower Mainland.

Note 4: In order to maintain authorizations beyond level 1, Load Operators and System Operators will be subject to on-going evaluation ensuring they stay current on all applicable duties. Employees will have access to the training required in order to maintain their qualifications, which shall consist of a combination of class training and self study during scheduled shifts. An employee who loses their authorization will have their rate of pay adjusted to their new level of authorization if they are unable to regain their authorization within a reasonable period of time.

Note 5: The rate of pay for Co-op students is based on the market rate.

Note 6: In classroom training situations where an employee is assigned to teach skills to employees the instructor will be paid at 110% of his/her regular rate of pay.

TEMPORARY EMPLOYMENT, HIRING PROCEDURE AND TRAVEL ARRANGEMENTS

Article 31

- (a) Temporary employees may be hired to augment the regular employees for a limited time period outlined in Article 12 (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. (i) For the purposes of hiring temporary employees for work in the Lower Mainland of B.C., the designated local hire area shall be defined as the region that extends from Lions Bay to West and up to, but not including, Hope to the East. 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.
 - (ii) For the purposes of hiring temporary employees outside the Lower Mainland of B.C., the local hire area is defined as that area surrounding the work location within 48 kilometres using the shortest road route.

2. 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 notify the Union when a temporary position needs to be filled. 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 living the local area of the job site.
4. When no qualified member is available locally, the Employer may employ any qualified applicant who has resided in the local area of the job for at least 90 days or can satisfy the Employer and the Union that he/she is a bona fide resident of the area.
5. When the Employer is unable to fill the position in the manner described in 3 or 4 above the Employer will then request the Union to provide the names of any qualified IBEW members available from outside the local area. In the event the Union is unable to recommend any suitable candidate within two working days of the request, the Employer may recruit from a point remote from the job site in order to fill the position.
6. The point of hire for temporary employees shall be as follows:
 - (i) for local residents the job site which shall become the temporary employees assigned headquarters for the duration of their temporary employment;
 - (ii) except by mutual agreement by the Employer and the Union, for other than local residents the place at which the individual is located when the offer of employment is made.
7. Time and travel expenses will be paid from the point of hire to the job. Return travel time and travel expenses will be paid when the following circumstances prevail:
 - (j) layoff for lack of work,
 - (ii) termination of service for cause,
 - (iii) resignation after 90 calendar days of continuous employment,
 - (iv) acceptance of 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. 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.
3. Accredited classification seniority can be used to apply for a regular position in accordance with the terms of Article 15 (d) and (e).

HEADQUARTERS, TRANSPORTATION AND TRAVELLING EXPENSES

Article 32

- (a) Each temporary employee shall have an assigned headquarters and this shall be the point of hire as determined in Article 31 (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.

- (c) The provisions of Article 12, where applicable, will apply to temporary employees.

HEALTH AND WELFARE

Article 33

Temporary employees under this agreement shall be covered by the health and welfare benefits provided in Article 9 subject to required waiting periods for eligibility specifically:

- Dental plan – 3 months
- Long Term Disability – 3 months

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 20(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 17.

APPENDIX "A"

MEMORANDA OF UNDERSTANDING

- | | |
|-------|------------------------|
| No. 4 | Basic Hand Tools |
| No. 7 | Remote Microwave Sites |

No. 12	Treatment of Indentured Apprentices Who Graduate, Resign or Are Removed From Their Apprentice Program
No. 13	Apprentices Attending Training Courses
No. 20	Co-op and other Student Hiring
No. 25	Training Courses
No. 26	Self-Funded Sabbatical Leave
No. 27	12-Hour Shifts
No. 34	Leaves of Absence
No. 35	Vehicle Use
No. 40	Gainsharing
<u>No. 41</u>	<u>Provincial Fiscal Dividend</u>
<u>No. 42</u>	<u>SCMP Transition</u>
<u>No. 43</u>	<u>Introduction of Outage Scheduler Category</u>
<u>No. 44</u>	<u>Shift Schedules</u>
<u>No. 45</u>	<u>Payment of Sick Leave on 12 Hour Shifts</u>

MEMORANDUM OF UNDERSTANDING NO. 4

BASIC HAND TOOLS

It is the BCTC'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. 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 Liaison 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. 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 12 and this will be considered to be an employee initiated move for subsequent moves under Article 12(e)3. An employee displaced under this provision shall be subject to Article 15(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 15 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 apprentices who are 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 effective 10 January 2008 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 BCTC policy rates and shall not exceed \$63.00 per day effective 10 while 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 BCTC will pay the difference between the available assistance and the allowable expenses as set out above.

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. BCTC 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 six months per work term 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.
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. 25

Training Courses

The Parties agree they will encourage employee participation in professional and skill development related to their work. The Employer agrees to provide information on courses for both on the job and home study training. The Union agrees to co-operate, by attempting to reduce associated collective agreement costs.

The Employer shall identify such training requirements and notify shift employees, via the shift scheduler. In accordance with Article 17(b) 5 the employees shall incorporate the training requirements into the monthly shift schedule. All training identified on the monthly shift schedule and all associated out-of-headquarter travel will be at straight time. Training requirements identified by the Employer after the monthly shift schedule is posted which require employees to attend training on a scheduled day off will attract overtime rates.

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 BCTC will provide to all Local Union 258 members employed as regular BCTC 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 BCTC 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 15 (a).

MEMORANDUM OF UNDERSTANDING NO. 27

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 a 12-hour shift operation on a rotating 24-hour basis as the needs of the service require as provided in Article 17 (b) 3, fourth paragraph. Where employees have requested a 12 hour shift operation management may require stand alone 12 hour shifts as the needs of the service require. The Parties agree the employer may schedule up to 7 stand alone 12 hour shifts on the shift schedule at FVO. No employee will be laid off as a result of this agreement.

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 17 (b) 3, the payment of shift employees' premiums as set out in Article 17 (b) 4, and Article 18 (i) shall not apply when working on a 12-hour rotation. Employee premiums, as provided for in Article 17 (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 17 (b) 5. 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 17 (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 17 (b) 5 (a) on a posted schedule so that QV not earned on sick days will not have to be taken off.

Minimum payment outlined in Article 19 (d) is understood to be 8 hours at 200% for the shift worked.

The Parties recognize the above 12 hour shift arrangement is a mutually agreed variation to the standard hours of work provisions for shift employees as set out in Article 17 (b) 3, and as such either party may withdraw their agreement to this variation with a minimum of 3 months notice. Where such notice is given the Parties will meet to discuss the timetable for re-establishment of the standard hours.

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 BCTC 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 15 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 BCTC vehicles outside of working hours, the following agreement was reached in resolve of the matter.

1. BCTC 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 BCTC 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, BCTC 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 Sun Life for claims under this rider only, the Business Manager of the IBEW Local 258 and the Director of Human Resources will meet and review with regard to a resolve. In the event they are unable to achieve one, referral to an appropriate agreed to 3rd 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 BCTC.

4. The 3rd party indemnity agreement dated 12 August 1981 which holds harmless, BCTC employees from legal liability, will apply to employees pre-authorized to use BCTC 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 BCTC 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 BCTC's Corporate Policy Statement on use of BCTC Owned, Rented and Employee Owned Vehicles.

The Union's agreement in this matter is with an understanding that BCTC 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. 40

Gainsharing

BCTC agrees to amend and renew the Gainsharing Program for the term of the renewal collective agreement, i.e., April 1, 2007 to March 31, 2010.

The objective of the Gainsharing program is to provide tangible recognition of IBEW employees' significant contribution to the success of the organization and connect the day-to-day work of employees to BCTC's objectives.

The Gainsharing Program will provide a potential maximum value of five percent (5%) of regular earnings, based on achievement against a combination of corporate, division, department, and/or group measures, as determined by BCTC. Up to 2/5ths of the maximum potential value of the program, may be based on group measures.

The amount of the gainsharing payout, if any, may vary between employees based on performance on division, department and/or group measures, and will be paid out as soon as practicable following the tabulation of the year-end results.

It is understood that Measures and Performance Levels will be determined by BCTC with each measure generating payment as follows:

- Achievement of target performance level shall yield 2/3 of the maximum payment assigned to the measure
- Achievement of stretch performance level shall yield the maximum payment assigned to the measure

New employees must be an employee of record for a minimum of three (3) months in order to be eligible for a Gainsharing pay out for the fiscal year.

Retirees, including those on pre-retirement leave, employees laid off to the recall list, employees released from a temporary job, employees on approved leaves of absence with or without pay, or on income continuance during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on earnings attributable to time actually worked.

Employees will have the option of taking their Gainsharing award in the form of a lump sum payment or they may choose to direct the full amount toward the BCTC Group RRSP as long as they are members of such a plan and have the RRSP room to do so.

Employees who are terminated for cause or who voluntarily terminate their employment prior to 31 March of the fiscal year are not eligible for this award.

Gainsharing awards for employees of record as of the date of the payment will be pensionable, as such a pension contribution will be deducted from the payment.

MEMORANDUM OF UNDERSTANDING NO. 41

Provincial Fiscal Dividend

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the

Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid in equal amounts to all employees, including employees on approved leaves, who are on the active payroll on March 30, 2010.

MEMORANDUM OF UNDERSTANDING NO. 42

SCMP Transition

The Parties agree to the following process for assigning employees from their current headquarters to either Southern Interior Operations (SIO) or Fraser Valley Operations (FVO).

1. Upon ratification of the new Collective Agreement all IBEW staff will receive a letter outlining the process for assigning staff to the new SIO and FVO headquarters. BCTC commits to provide positions, with no reduction in pay, at either SIO or FVO for all IBEW staff.
2. Management will bulletin the additional System Operator positions for SIO and FVO and select amongst the applicants based on the provisions of the amended Article 15 (g) and 15 (i). The selection letters will confirm appointment to the new position and the terms of the relocation to Vernon or Langley in accordance with Article 12 (d). For the purposes of these appointments the 6 week provision in Article 15 (c) is extended up to 24 weeks.
3. Subject to item 4 below, the Interchange/Plant Operator positions to be headquartered at FVO will be bulletined. On the date of acceptance of one of these positions, staff will have the option to elect termination with severance to be effective on the date one year after the date on which the placement commences.
4. In recognition of BCTC maintaining a Control Centre at Vernon, and the opportunity that creates to provide a special accommodation for current SIC staff, the Union agrees to waive the bulletining requirement for up to 6 Interchange/Plant Operator positions to be headquartered at SIO for the purpose of offering these positions as placement opportunities for the current SIC staff. Where one of these staff accepts an Interchange/Plant Operator position at SIO their wage will

be maintained (i.e., rate escalates with future wage increases) at the Operator/Area Dispatcher rate and they must agree to retire or transfer to FVO within 3 years of their placement. On the date of acceptance of one of these placements, staff will have the option to elect termination with severance to be effective on the date one year after the date on which the placement commences. Management will determine whether the Interchange/Plant Operators headquartered at SIO will prepare their own shift schedule or be part of the FVO shift schedule.

5. To accommodate NCC and VIC staff the Employer agrees to provide a monthly allowance of \$1000 for a period not to exceed 3 years to NCC and VIC staff who elect to maintain their existing residence and work at FVO. This allowance is available to NCC and VIC staff as an option to the relocation assistance package provided to employees outside the lower mainland.
6. All staff not selected to SIO or not selected to Interchange/Plant Operator positions will be assigned to FVO as follows:
 - (a) On November 27, 2007 TNO staff began reporting to their new headquarters at FVO.
 - (b) Staff at SCC, LMC, SIC, VIC, and NCC will be provided individual letters confirming their assignment to FVO. These letters will confirm that the Parties have agreed to apply the terms of Article 2 to their assignment to FVO, and that accordingly the employee must advise within 30 days of the date of the letter whether they are electing to either terminate with severance in lieu of being assigned to FVO or defer termination with severance for the period of one year following the employee's date of transfer to FVO. The letter will also confirm that in the event an employee does not respond they will be deemed to have accepted the transfer with no severance or deferred severance.
 - (c) Employees electing to terminate with severance, or deferred severance, will be permitted to schedule a pre-retirement leave using their time banks prior to their date of termination. It is understood that such pre-retirement leave is subject to the employer's pre-retirement leave policy, specifically that employee's electing to take a pre-retirement leave are not eligible for short term sick leave or long term disability benefits during the period of the leave. It is understood that pre-retirement leave extends beyond closure date of the headquarters.
 - (d) Employees who elect severance, or deferred severance, within the 30 days described in (b) above will be advised by management of their scheduled last day of work which, unless otherwise agreed by

- management, will not be later than the closure date of their headquarters or one year thereafter in the case of those who have elected to defer severance.
- (e) Vacancies at FVO for System Operators or Load Operators created as a result of employees electing severance will be bulletined and filled in accordance with Article 15. Load Operators from LMC selected to these System Operator positions will continue to be eligible for relocation assistance in the event they choose to move their permanent residence closer to FVO. Load Operators from NCC, SIC or VIC selected to these System Operator positions will continue to be eligible for the enhanced relocation package.
 - (f) The current Chief Operator/Area Dispatchers will be assigned to the Outage Scheduler positions.
 - (g) Power Dispatchers assigned to FVO will be reclassified to System Operators and Operator Area/Dispatchers will be reclassified to Load Operators. The required training and authorization for System Operators and Load Operators will be undertaken before the employee is assigned new responsibilities at the new control centre.
 - (h) Following commencement of operations at FVO and SIO future regular vacancies for System Operators, Load Operators, Interchange/Plant Operators and Outage Schedulers will be bulletined in accordance with Article 15.
7. Employees who elect to defer termination with severance as described in paragraphs 3, 4 and 6 (b) above will not be eligible for the relocation provisions of the collective agreement, any other relocation assistance provided by the employer, or the monthly allowance described in paragraph 5 above.
 8. To ensure the continuity of operations up to the closure date of BCTC's existing control centres and aid in transition for staff, all staff actively employed as of closure date of their current assigned headquarters will receive a retention and transition allowance of \$2000.
 9. The following provisions apply to all employees transferred as per paragraph 3 and 6 above:
 - a) Power Dispatchers reclassified to System Operators will receive the System Operator 1 rate of pay. Power Dispatchers reclassified to System Operator 1 will not be required to train for and become authorized on grid functions.

- b) Power Dispatchers or Operator/Area Dispatchers who apply and are accepted on an Interchange/Plant Operator bulletin at FVO will have their rate maintained at their current Power Dispatcher or Operator/Area Dispatcher rate until such time as it is overtaken by the Interchange/Plant Operator rate.
 - c) Operator/Area Dispatchers (Desk 4) reclassified to Load Operators will maintain their rate of pay until such time that they obtain a level of authorization with a pay rate in excess of their current rate.
10. Management agrees to amend the terms of the relocation assistance provided to employees residing outside the Lower Mainland to provide:
- a) The requirement to commence the move under Option 1 within 2 to 3 months of transfer to FVO is extended to 6 months. All other terms of Option 1 remain as previously approved.
 - b) Employees electing to relocate under Option 1 or 2 may, within one year of their transfer to FVO, elect to terminate with severance provided that all relocation costs incurred by the employer are repaid by the employee. In the event an employee electing to terminate with severance was paid a forgivable loan the amount to be repaid is the gross amount paid before taxes.
11. It is agreed that following the move to the new control centres, the parties will establish a schedule for periodic meetings between management, the union, and an agreed number of employee representatives to provide a forum for ongoing consultation on SCMP implementation.

MEMORANDUM OF UNDERSTANDING NO. 43

Introduction of Outage Scheduler category

Outage Schedulers hired after 10 January 2008 will be classified as a day worker. Chief Operator/Area Dispatchers as at the effective date of the new classification will be reclassified to Outage Schedulers and individually will have the choice of continuing to be classified as a shift worker accumulating QV with their rate maintained at the Chief Operator/Area Dispatcher rate, i.e., rate of pay (\$39.84) escalates with future wage increases, or to be classified as a day worker in which they will no longer accumulate QV and be paid at the Outage Scheduler rate of pay.

MEMORANDUM OF UNDERSTANDING NO. 44

Shift Schedules

The Parties agree that the following is a variation to the shift scheduling provisions set out in the Agreement, and will apply to the preparation of shift schedules commencing January 1, 2009. Either party may withdraw their agreement to this variation to the shift scheduling provisions by serving notice to the other party prior to November 30, 2009. In the event either party withdraws their agreement to this variation the shift schedules commencing January 1, 2010 will revert to Article 17 (b) of the Collective Agreement or subsequent variations as agreed to by the parties.

Within 60 days of ratification, the parties will establish a schedule for meetings between management, the union, and an agreed number of employee representatives to review the implementation of this variation and work diligently to resolve any issues that may arise and to make recommendations to the parties on mutually agreed improvements.

Shift Schedules

- (a) Separate shift schedules will be prepared for FVO and SIO 24 hour rotating shift operations, FVO standing day shift personnel and TNO staff.
- (b) Annual Schedules
 - (i) An annual schedule of days-on (desk assignments and training days) will be established for all positions in accordance with management's shift staffing requirements for the calendar year. Management will endeavour to plan training on an annual basis in order to provide employees with as much notice as possible of training requirements. It is recognized however some additional training days may be added to the monthly schedule. The FVO and SIO 24 hour rotating shift positions will be grouped into cross functional teams consisting of System Operators, Load Operators and Interchange/Plant Operators. Each team will have common rotation of days-on through-out the year, and the combined days-on rotation for all teams will provide the required 24 x 7 shift staffing.
 - (ii) Provided that the required days-on shifts are covered the employees concerned will establish an annual schedule for Annual Vacation. Annual vacation for this purpose shall consist of blocks of a minimum of 3 days of current year AV entitlement. Other monthly days-off entitlements (MV, HMT and SWP) may also be combined with AV blocks on the annual AV schedule. The annual AV schedule will be provided to management before 15 December of the prior year.

(c) Monthly Schedules

The employees concerned will draw up a monthly schedule so that regular and adequate relief will be provided. The monthly schedule will provide the coverage for the days-on requirements for the month and the Annual Vacation as set out in the annual schedules. In addition the monthly schedule will accommodate the additional days-on requested by management in accordance with productivity requirements for the month. Other days-off to provide MV, HMV, SWP or QV required for the month (set out below) and current year AV not deferred or scheduled on the annual AV schedule will be scheduled by employees in the remaining days of the month. Provided that regular and adequate relief is provided for days-on, annual vacation and other required monthly days off employees may schedule VO days off in accordance with Article 18 (I) 5. In the event the employees are unable to produce the required monthly schedule management shall draw up the schedule. The schedules for any particular month shall be submitted to management for approval 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:

- (i) The same number of MV days as there are Saturdays and Sundays in the calendar month;
- (ii) The same number of HMV days as there are statutory holidays in the calendar month;
- (iii) Not more than a combined total of three SWP days and HMV days per employee in the calendar month;
- (iv) QV days off to maintain an employee's QV bank within the limits of plus 30 or minus 15 hours at the end of the calendar month.

To facilitate the scheduling of Annual Vacation on the annual schedule:

- (a) Employees electing to defer vacation must confirm the number of deferred AV days from the current year AV entitlement on the annual schedule prepared for Annual Vacation. Employees electing to defer vacation may take annual deferred vacation on any subsequent monthly schedule subject to scheduling requirements.
- (b) Employees who have commenced an annual vacation of 3 or more continuous days of scheduled absence 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., except when only one day of VO is granted without the required notice in which case the employee shall be paid as per the provisions of Article 18.

MEMORANDUM OF UNDERSTANDING NO. 45

Payment of Sick Leave on 12 Hour Shifts

The Parties agree that the employer will pay 7 ½ hours and credit 3.75 QV hours to employees scheduled to work a 12 hour shift who are unable to attend work due to short term illness.

This arrangement is intended to be ongoing but may be withdrawn by either party with written notice, at which time the application of sick leave on 12 hour shifts will immediately revert to the provisions of the collective agreement. The employer agrees it will not withdraw the additional sick leave payment without first consulting with the Union and unless there is a significant increase in sick leave absences.

APPENDIX "B"

APPRENTICE AND TRADES TRAINING COMMITTEE

1. Committee

The Employer and the Brotherhood each agrees to appoint one representative to a committee to be known as the Apprentice and Trades Training Committee (A&TTC). The Employer and the Brotherhood agree to assign to the committee the responsibility for developing maintaining, and overseeing a program for entry level Interchange/Plant and Load Operators.

(a) The committee shall be responsible for:

- (i) Determining the duration of the entry level training program.
- (ii) Recommending upon the training, examination, educational prerequisites 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 training 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 job the employee is learning. The employee shall be permitted to perform Interchange/Plant Operator and Load Operator work under the supervision of a Qualified Electrical Operator.

(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

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.

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

(d) Removal from the program

Since an effective training program depends upon the orderly progression of apprentices to graduation, 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 bulletined position 6 months prior to completion of their training program. If successful in obtaining a bulletin position the employee will not be considered a Qualified Electrical Operator until successful completion of the training program.

(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

Apprentices will incur no loss of normal straight-time earnings when training activities require that they be absent from the job.

The percentage of applicable Qualified Electrical Operator rates of pay for apprentices commencing on the first complete pay period following signing of the Agreement shall be:

(a) Electrical Operator Apprentice

Term	Percentage of <u>Interchange/Plant Operator rate</u>
1 st (3 months)	<u>63.6</u>
2 nd (3 months)	<u>63.6</u>
3 rd (3 months)	<u>63.6</u>
4 th (3 months)	<u>63.6</u>
5 th (<u>3</u> months)	<u>67.8</u>

6 th (3 months)	<u>72.1</u>
7 th (6 months)	<u>76.3</u>

(h) Apprentices hired following 10 January 2008 are excluded from the accumulation of QV during an 8 hour classroom training day during the first six months of their apprenticeship program. On these days the apprentice will be paid 7 ½ hours and have a ½ hour unpaid lunch break.

3. Productive Work

Periods of unsupervised work can be interspersed within Terms 2 to 7 when the A&TTC members agree the apprentice is qualified and upon authorization by the Interchange/Plant Operator and/or Load Operator manager. Productive work can be no more than 25% of the total program duration, i.e., approximately 120 days. While performing productive work as an Interchange/Plant Operator and/or Load Operator the apprentice will receive the Interchange/Plant Operator or Load Operator rate as appropriate.

APPENDIX "E"

INTERPRETATION OF ARTICLE 12(f)(ii)

The following interpretation of Article 12(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 BCTC permit employees to use private vehicles for purposes of Article 12(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 18(m) will be the prime consideration when assigning employees to overtime work.
5. BCTC 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 12(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 12(e)2; or,
 - (2) Elect termination with severance pay pursuant to Article 16. 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 12(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 16.

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 16. 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 Apprentices 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 16 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 16 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 16 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 16 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) or (2) termination with severance pay pursuant to Article 16.

- 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.

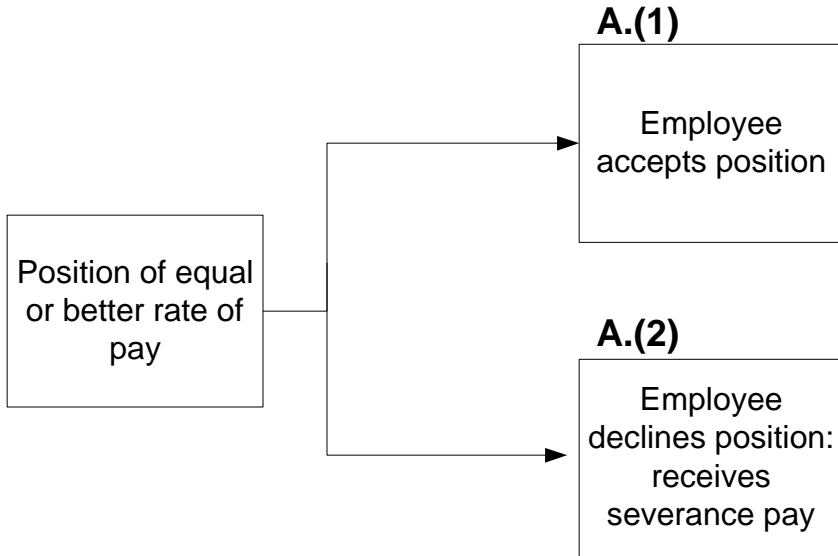
- (3) Where under A above, more than one employee has the present skills to perform a position and is currently in the same job classification, the vacancy will be offered in order of greater seniority. In the event senior employee(s) decline the position the junior employee shall be directed.
- (4) (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 15 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 15 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 15.
- (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.

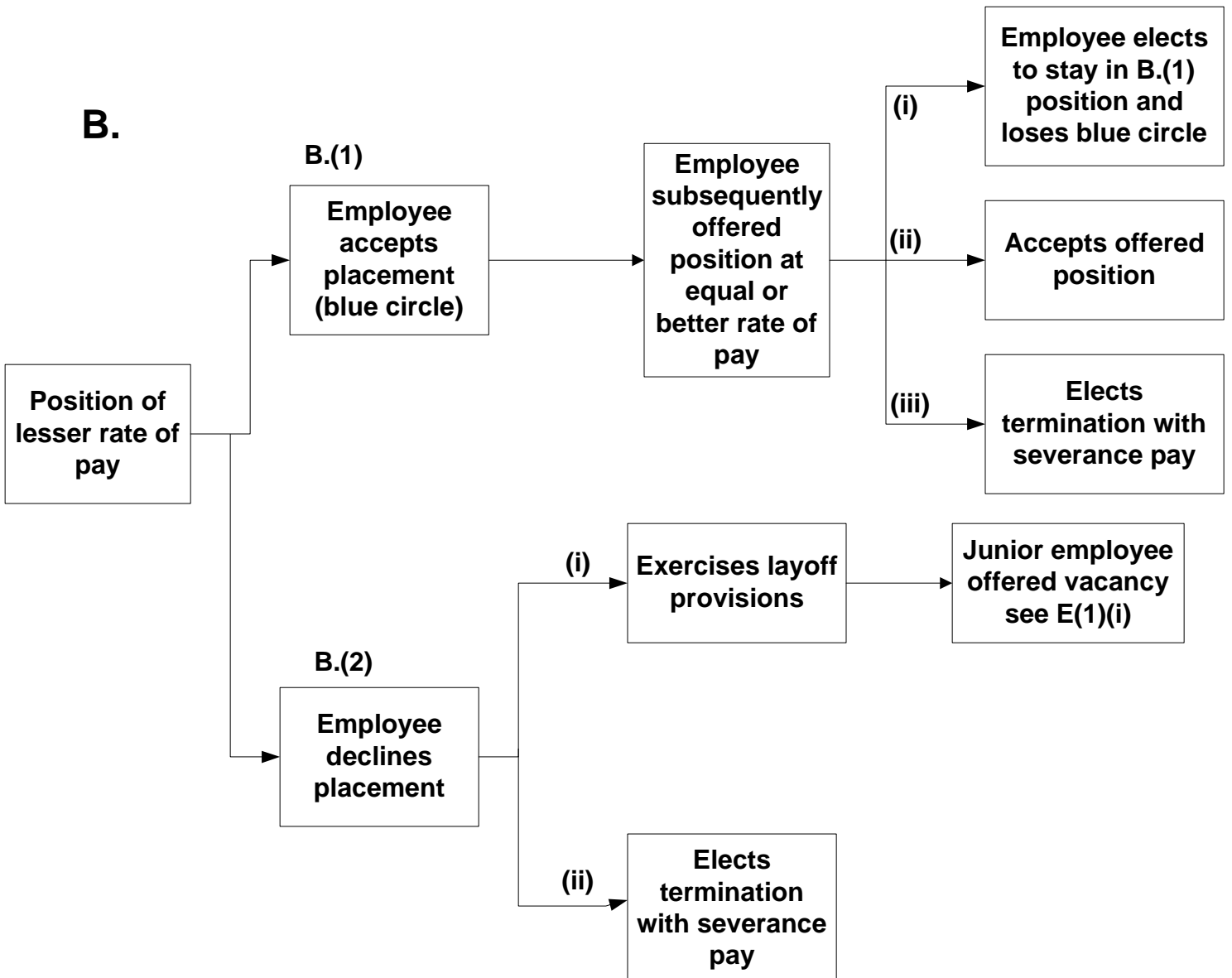
- (5) The procedures in A, B, C, D and E(2) above do not preclude employees from applying on bulletined vacancies.
- (6) Where an employee elects termination with severance pay the Employer and employee may, by mutual agreement, establish a termination date within the six month period. Should this occur 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.

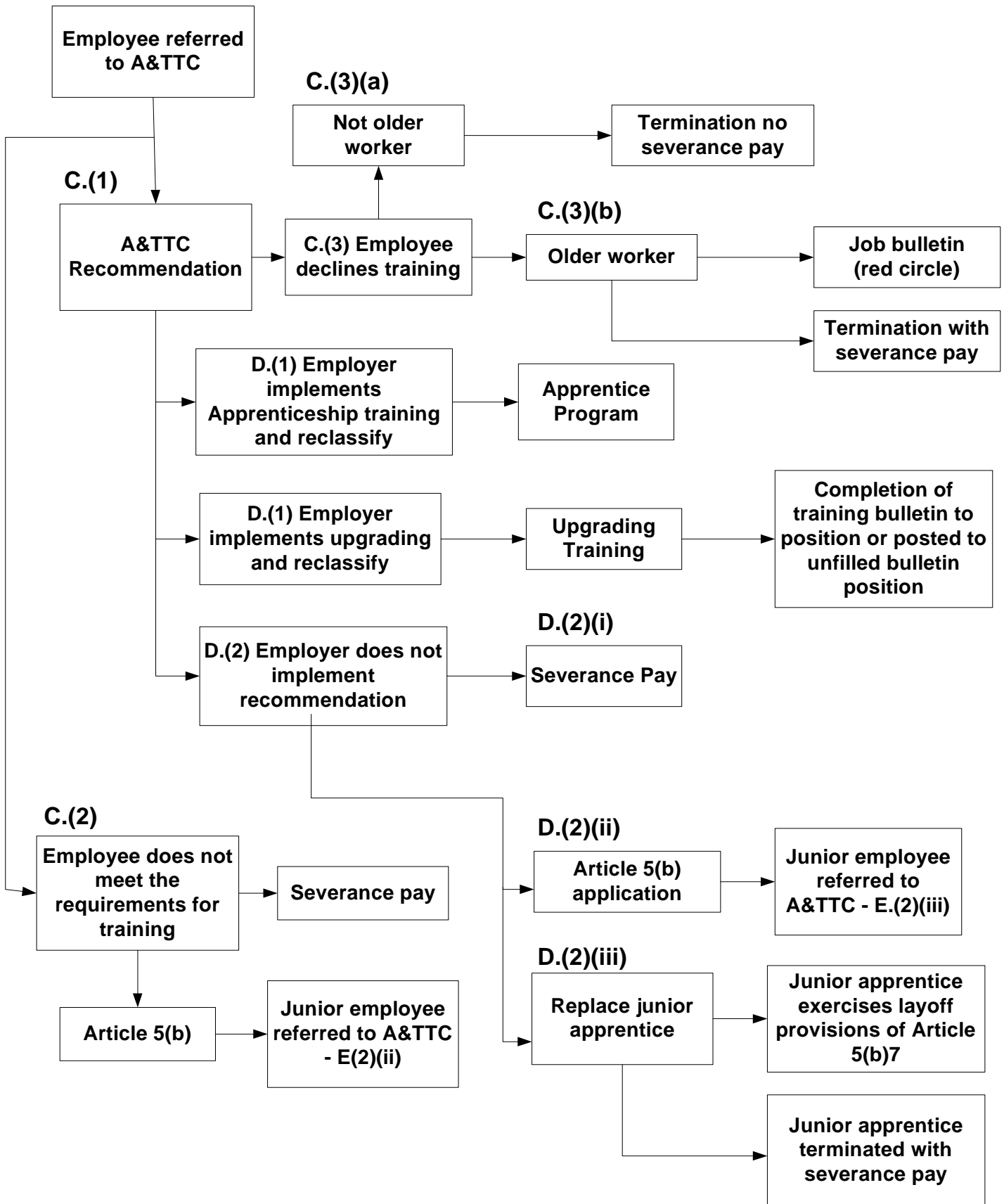
A.



B.



C.



APPENDIX "G"

BACKGROUND CHECKS

1. The Employer must take reasonable and lawful measures to avoid placing and retaining personnel in positions that could potentially compromise the security of BCTC's critical information and / or assets through physical and / or electronic access.
2. In order to minimize this risk, and as a condition of employment, employees hired after 19 May 2005 will be required to undergo a criminal record background check once every five (5) years from date of hire. As a condition of employment employees will be expected to provide the necessary permissions and process requirements.
3. The background check will be conducted in accordance with the Employer's policy and will be carried out in a manner so as to ensure the information obtained will be treated with the strictest of confidence and in accordance with applicable privacy legislation.
4. Where an employee declines to provide consent for a background check, or where the background check reveals a criminal activity which significantly compromises the security of BCTC's critical information and / or assets the employee will be immediately removed from the work schedule and placed on paid leave pending the Employer's determination of the employee's status.
5. Within 15 days of a decision to remove an employee from their position as outlined in 4 above, the Employer will advise the Union and the Employee of it's decision regarding placement of the individual into another position or failing that termination.
6. Upon being advised of the Employer's decision in 5 above, the Union may file a Stage 3 grievance and an expedited meeting will be held to attempt to resolve the matter. In the event the Employer denies the grievance the matter will be submitted to an expedited arbitration for resolution. The Arbitrator may, as part of the decision, direct the parties in respect to the appropriateness of the disclosure of the facts or outcome to other third parties.
7. Notwithstanding the provision for regular background checks, an employee hired after 19 May 2005 who is charged with a criminal offence is required to promptly report the charge or conviction to the Employer and in addition provide consent for a criminal record check.
8. In the event an outside regulatory agency imposes new, or modifies current, security standards with which BCTC chooses or is required to comply, or should BCTC determine that the security protocols must be significantly

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

APPENDIX "H"

JOB DESCRIPTIONS – SCMP TRANSITION

The following job descriptions will be phased out upon transition to the consolidated control centres and replaced with the job descriptions contained within Article 28:

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.

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 shall undertake work associated with all aspects of power system operation and market operation as assigned. A Power Dispatcher must hold or has held a ticket for Journeyman/woman Operator/Area Dispatcher, and is a Certified System Operator accredited by relevant agencies or organizations as required. 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 managers to perform work now performed by Power Dispatchers.

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 11(d).

SUPPLEMENTARY INFORMATION

Information on Pension and Benefits can be found on the BCTC Intranet.

PAYROLL DEDUCTIONS

1. Pension contributions during absence on Workers' Compensation time-loss, income continuance or sick leave are deducted from payments made by BCTC. If the payments are insufficient to have deductions made an employee may qualify for credits of pension contributions or, failing that, arrangements with Pay Department are possible to maintain contributions to the BCTC Pension Plan.
2. Union dues deductions during absence on Workers' Compensation time-loss, income continuance or sick leave are maintained only while the employee receives regular payments through Pay Department of sick pay or supplements to Workers' Compensation or income continuance. When payment ceases the employee should make personal arrangements to continue union dues.

See Article 9 for agreement provisions.

Income continuance premiums are not paid during any period the employee is drawing income continuance.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands and seals through their respective officers, on the _____ day of _____ 2008.

BRITISH COLUMBIA
TRANSMISSION CORPORATION

LOCAL UNION 258 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Scott Boogemans
Human Resources Director

Jim Greenwell
Negotiating Committee Chair

Devinder Ghangass
Real Time Operations Manager

Doug Buchanan
Negotiating Committee Member

Don McNamara
Interior Control Manager

Dave Herrington
Negotiating Committee Member

Tracy Guterres
Senior HR Advisor

Bill Major
Negotiating Committee Member

Al Woodruff
Lower Mainland Control Manager

Tim Reid
Negotiating Committee Member