

# AGREEMENT

*Between*

BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY

*And*

LOCAL UNION 258  
OF THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

*RELATING TO*

WAGES AND WORKING CONDITIONS

EXPIRY DATE 31 MARCH 2025

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## PART VIII

### UTILITY AND CONSTRUCTION SERVICES TEMPORARY EMPLOYEES

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## AGREEMENT

This Agreement made and entered into by and between:

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

(hereinafter called "the Employer")

OF THE FIRST PART,

AND:

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

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

OF THE SECOND PART.

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

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

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

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



## **Article 1**

### Liaison Meetings

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

## **Article 2**

### Technological Improvements and Automation

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

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

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

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

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

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

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

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

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

## COVERAGE

### Article 3

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

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

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

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

## **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 March 31, 2025 or thereafter until a new or revised Agreement is signed.

Either party to the Agreement may, at any time within four months immediately preceding the date of expiry of the Agreement, by written notice require the other party to the Agreement to commence collective bargaining.

The operation of Section 50(2) of the Labour Code of British Columbia (R.S.B.C. Chapter 122) as amended is hereby excluded pursuant to Section 50(3) of the said Code.

## Article 5

### Check Off, Layoff, and Hiring

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

(b) 1. Regular Employee Layoff/Recall

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

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

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

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

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

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

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

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

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

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

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

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

4. Layoff Seniority

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

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

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

5. Layoff Seniority Groups

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

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

6. Layoff Notice/Severance Pay

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

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

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

7. Apprentice Layoff/Recall

Prior to a Journeyperson 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 Journeyperson 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 Journeyperson 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 Journeyperson shall be declared surplus in a headquarters in which there is an apprentice in the same trade.

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

- (i) Indentured apprentices shall be released from each apprentice program in the reverse order of their total time, excluding extensions due to unsatisfactory progress, on the apprenticeship program concerned. Each indentured trade is a separate apprentice program. There shall be no bumping between apprentice programs. Where two or more apprentices have identical time on their apprentice program, seniority as calculated in Article 5(b)4 above shall be used to determine the junior employee to be released from the program.
- (ii) An apprentice who is released from their apprentice program under 7(i) above who has unbroken regular bargaining unit service immediately prior to being appointed to their apprentice position shall revert to their regular classification and layoff seniority group as at date of selection to the apprentice program. An apprentice who reverts to their former regular classification will be deemed to be a "designated employee" and, provided with the options under Article 5(b)1. An apprentice who reverts to their former regular classification will have their layoff seniority calculated in accordance with Article 5(b)4.
- (iii) An apprentice who is released from their apprentice program under 7(i) above and who does not have unbroken regular bargaining unit service immediately prior to being appointed to their apprentice program shall be laid off.
- (iv) Effective 5 November 1986 the recall of apprentices to each apprentice program shall be on the basis of the reverse order that they were released from each of the apprentice programs. There shall be a separate recall list for each apprentice program and Article 5(b)2 shall not apply. A former apprentice shall forfeit their recall rights under this clause where they reject their first opportunity to be recalled to their apprentice program or are selected to another apprentice position. A former apprentice who is laid-off and out of service retains recall rights to their apprentice program for 24 months following the date of release from their apprentice program.



8. Graduate Apprentices

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

9. Notwithstanding the agreed to changes to Article 5(b) during the 1983 and 1986 negotiations the parties agree that the Hope Arbitration Awards on layoff (dated 18 January 1983, 21 February 1983, 7 March 1983, 10 March 1983) shall continue to apply unless the agreed to changes specifically alter the awards.

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

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

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

## **PART I**

### **GENERAL CLAUSES**

#### **Article 6**

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

#### **Article 7**

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

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

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

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

|                  | Board &<br>Lodging | Wages    | Transportation |
|------------------|--------------------|----------|----------------|
| Union Members    | Union              | Employer | Employer       |
| Employer Members | Employer           | Employer | Employer       |

**Article 8**

**Elimination of Previous Job Descriptions**

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

**Article 9**

**Emergency Transportation**

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

## Article 10

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

| Appendix | Subject  |
|----------|--|
| "A"      | Memoranda of Understanding 2, 3, 4, 5, 7, 8, 10, 12, 13, 14, 16, 20, 23, 25, 26, 27A, 27B, 29, 30, 31, 32, 35, 36, 37, 39A, 39B, 40, 43, 44, 46, 48, 49, 50, 53, 54, 58, 60, 61, 62, <u>63</u> , <u>64</u> , <u>65</u> , <u>66</u> , <u>67</u> , <u>68</u> |
| "B"      | Apprentice and Trades Training Committee.  |
| "C"      | Isolation Pay.   |
| "D"      | Deleted.   |
| "E"      | Interpretation of Article 15(f)(ii).   |
| "F"      | Application of Article 2(a) (b) (c) (d) and (e).   |
| "G"      | Trouble Technicians/Trouble Electricians   |

## WELFARE PLAN

### Article 11

(a) Medical Services Plan

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

(b) Extended Health Benefit Plan

The Employer shall pay 100% of the cost to provide extended health benefits equivalent to Level 2 of the Extended Health Care Plan in existence on January 25, 2023.

(c) Dental Plan

The Employer agrees to provide at its cost a dental plan for all eligible regular employees covered by this Agreement. The benefits under the plan will be equivalent to Level 2 of the Dental Plan in existence on January 25, 2023.

(d) Accident Insurance

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

(e) Group Life Insurance

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

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

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

(i) Sick Leave (Short Term Disability)

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

Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees attributable to that portion of the settlement or damages representing lost wages, but not more than those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

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

| Full Sick Leave Entitlement<br>As at 1 January 1990 | B.C. Hydro Sick Leave<br>Bank in Days |
|---|---------------------------------------|
| 50  | 1.6                                   |
| 55  | 5.0                                   |
| 60  | 8.3                                   |
| 65  | 11.6                                  |
| 70  | 15.0                                  |

|     |      |
|-----|------|
| 75  | 18.3 |
| 80  | 21.6 |
| 85  | 25.0 |
| 90  | 28.3 |
| 95  | 31.6 |
| 100 | 35.0 |

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

(iii) Income Continuance (Long Term Disability)

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

Effective (May 17, 1996), employees on Long Term Disability will be eligible for annual indexing of their benefits to the Canadian CPI on their thirty-seventh month. The indexing increase will be implemented on 01 January of each year and will be based on the CPI in the preceding 01 October to 30 September period. Effective January 1, 2016, the indexing increase will be implemented on 01 January of each year and will be based on the percentage change in the Average CPI for the twelve (12) month period ending October 31<sup>st</sup> of the preceding calendar year. 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 five (5) consecutive working days or if four (4) separate absences occur during a 12 month period, a medical certificate from the employee's personal physician may be required by Hydro. Employees shall be reimbursed for charges levied by the physician for producing the medical certificate.

**Article 12**

**WCB Supplement and Jury Duty**

In cases where employees are on Compensation and receiving Workers' Compensation Board payments, the employer will provide a supplement, where applicable to ensure that the employee will receive no less than their straight time take home pay, based on the employee's basic rate of pay. The employee's combined WCB payment and supplement will be adjusted to reflect any changes to the employee's basic rate of pay.

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

## **METHOD OF PAYMENT**

### **Article 13**

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

Effective July 24, 2015, all employees will be required to be on direct deposit as a condition of employment.

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

- (b) When working at an elevation of 26 metres (85 feet) or more above the ground on poles, bridges, towers or structures, any employee's pay shall be computed as per schedule plus their regular hourly rate.
- (c) Shift employees shall be paid for 10 days' work (75 hours) in each pay period (with adjustments for overtime and lost time), even though more or fewer than 10 days (75 hours) may be scheduled as working days during the period.
- (d) Employees engaged temporarily at a work classification paying more than their regular wage rate shall be paid the higher rate for the time so worked. However, if an employee works 60% or more of their regular working hours plus any stand-by time during any period at the higher classification, the employee shall be paid the higher rate for all time worked in the pay period including overtime and stand-by time.

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

|    | Worked   | Straight Time To Be Paid |
|----|----------|--------------------------|
| A. |          |                          |
|    | 30 hours | <u>Foreperson</u> rate   |
|    | 15 hours | for 75 hours             |
|    | 30 hours |                          |
|    | 75 hours |                          |
| B. |          |                          |
|    | 15 hours | <u>Foreperson</u> rate   |
|    |          | for 15 hours             |
|    | 30 hours | <u>Sub-Foreperson</u>    |
|    | 30 hours | rate for 60 hours.       |
|    | 75 hours |                          |

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

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

Employees engaged temporarily at work classified as paying less than their regular rate shall not have their rate reduced while so working. Employees shall not unreasonably refuse any work offered under this condition, if no work of their trade is available to them. This applies to short-term changes not recorded in the employee's records.

- (e) 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.
- (f) 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.
- (g) Payment for Workers' Compensation supplement will include straight time wages and, where applicable, tool allowance. For shift workers the calculation of normal straight time pay will also include the shift premiums provided in Articles 20(b)4(a) and (b) on the basis of the differential paid during the second last complete pay period prior to the absence.
- (h) Payment for sick leave will be based on the employee's basic rate of pay prior to the day sick leave commences.



- (i) 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.
- (j) Income continuance benefits from the carrier will be based on the employee's current basic rate of pay.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) Employees have the right to sign their timeslips before being submitted for payment. Employees will be advised, in writing if necessary, of any changes made to their timeslips.
- (p) Helicopters
  - (i) Employees who are actually engaged in working in and under helicopters shall be paid a premium of 25% over and above the wage rates as set out in Part VII (Article 44) of the Agreement.
  - (ii) Employees assigned to work above the ground, and outside of a helicopter, shall be paid a premium equal to fifty percent (50%) of their straight-time wages for the time so worked.
  - (iii) Human External Transport (HET) - An employee who during the course of a day is assigned to work suspended outside the helicopter (e.g. hoisting, Class "D", platform, "touch and go") shall be paid a premium equal to seventy-five percent (75%) of their straight-time wages for the time so worked or a minimum of four (4) hours, whichever is greater.
  - (iv) Nothing contained in (i), (ii), or (iii) above shall be construed or interpreted in such manner as will entitle an employee in any one day in respect of the use of a helicopter to claim a premium exceeding an amount equal to seventy-five percent (75%) of their straight-time wages for any hour worked during that day.

- (v) The Employer shall provide a minimum Life Insurance in the amount of one hundred thousand dollars (\$100,000) for all employees assigned to actually work with helicopters.
- (q) Temporary employees in receipt of W.C.B. payments shall continue to receive their supplemented income, in accordance with Article 12, from the Employer until they would otherwise have been laid off in accordance with Article 5(f) or Article 47(b). The employee shall submit W.C.B. cheque stubs to their supervisor who will arrange for supplemental payments through Pay Department.
- (r) Reduced working hours time off shall be taken at the employee's normal straight-time rate. Once each year, or at the time of termination a calculation shall be made on the basis of 7.143% of gross straight-time earnings. Any excess of this amount over the amount earned at normal straight-time rate for that year shall be paid to the employee in cash. Any deficiency will be deducted.
- (s) In addition to pay for Statutory Holidays as outlined in Article 23, Temporary employees shall also receive four point eight percent (4.8%) of their overtime earnings paid out on an annual basis.
- (t) The Employer has the right to recover overpayments and this will constitute an assignment of wages under the Employment Standards Act. At least 30 days written notice will be given to the employee of: (1) the nature of the overpayment; (2) the option to negotiate a mutually agreeable pay back plan; (3) failing that, the employer will begin to deduct the overpayment in the next pay cycle. Such repayments will not exceed more than 10% of net pay in any pay period. When negotiating a repayment plan the employee shall have the right to request the Union to represent them in such negotiations.

Overpayments mean "monetary payments made in error or personal charges incurred without authorization," and shall not involve any interpretive issue under the collective agreement.

In cases where an employee leaves the company (quit, fire, lay-off) the recovery can be 100% offset by the final pay and any subsequent payments that may be owed after termination (e.g. gainsharing).

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

### **Article 14**

- (a) The Employer and the Union each agree to appoint three representatives to the Joint Housing, Attraction and Retention Committee. The Joint Committee shall discuss problems related to housing, including Hydro housing purchase option plans, in isolated areas during the life of this

agreement. The Joint Committee shall also discuss problems related to attraction and retention of employees in specific locations as identified by the Employer and make recommendations on attraction and retention provisions. The Employer may choose to implement all, part or none of the Joint Committee's recommendations on housing purchase option plans and attraction and retention provisions. Where appropriate, the Joint Committee may appoint subordinate committees to assist them.

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

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

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

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

- (c) The Employer shall maintain a cookhouse or arrange for equally suitable eating facilities at any particular isolated location when more than three employees are living in employees' quarters. Employees who are assigned to temporary duty in circumstances where it is essential that they cook for themselves will be allowed \$78.00 per day by the Employer for food and cooking. Where the circumstances warrant it, BC Hydro may provide a cook. Beginning April 1, 2023 this allowance shall be increased by general wage increase percentages on the applicable date (e.g. April 1).
- (d) When employees terminate up to forty days shall be allowed for vacating Employer's premises.

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

## Article 15

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

- (a) Each employee shall have an assigned headquarters and this will be the point where an employee normally reports to commence work, such as line room, powerhouse, meter room, warehouse, or office, etc.
- (b) Time spent in travel between headquarters and the work-site at the commencement and termination of each day's work will be paid for as time worked.
- (c) An employee directed to work away from their headquarters shall be notified whether the change is to a position of a continuing nature or to a temporary job.
- (d) If the change is to a position of a continuing nature and is outside the municipal area or town in which the employee's assigned headquarters is located, and the new headquarters is further from their current home in road kilometres than their assigned headquarters, and where the employee chooses to move a minimum of 20 road kilometres closer to the new headquarters outside of the Lower Mainland (or a minimum of 15 road kilometres closer to the new headquarters within the Lower Mainland, the Employer will pay the cost of personal traveling expenses and transportation of household effects should the employee change their place of residence. In addition in cases of Crew Supervision or promotion and directed moves, the Employer will reimburse regular employees for Realtor's commission in selling their present home, legal fees in purchasing a new home, mortgage penalty or break lease penalty for three months interest or the equivalent amount if calculated as an interest differential to a maximum of \$3000, and receipted, incidental expenses, up to a total of \$350.00, for such items as cleaning, disconnecting and reconnecting appliances, etc. Other employee moving situations may require additional consideration and/or additional payments and may be applied with the approval of the responsible Senior Vice President.

The definition of Lower Mainland outlined in article 48 will apply.

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 Journey position of a continuing nature.

(f) (i) If the change is of a temporary nature, travel time and reasonable expenses of board, lodging and travel incurred by employees will be borne by the Employer in circumstances where employees are assigned to duties which preclude the commencement and termination of each day's work at their assigned headquarters, as defined in Article 15(a).

(ii) If the change is to a temporary headquarters to which an employee reports directly at the commencement of the working day, the employee shall be compensated for any additional travel time and expenses should the distance in road kilometres from their home to the temporary headquarters be greater than the distance in road kilometres from their home to their regular headquarters. Time spent in additional travel by the employee shall be paid as time worked. Additional travel expenses incurred shall be reimbursed by the Employer (refer Appendix "E").

(g) (i) In the event that the employee is assigned temporarily to a place which is so far removed from their regular headquarters that the

employee is not returned there at the end of the working day, the Employer will be obligated to provide board and lodging. Under these circumstances, a report point shall be established, which may be either the job site or the designated place of temporary accommodation. Such report point will be treated as the temporary headquarters where the employee will report for duty. The job site shall be defined as a place where employees are assigned to work which may be a line truck or alternate vehicle assigned to a line crew. When required, report points will be established in individual areas by the Local Union and the Employer's representative concerned at a pre-job discussion prior to the work commencing.

- (ii) Where time spent in travel between the designated place of accommodation and the job site is less than 16 minutes, computed under normal travel conditions, the report point will be the job site. Time spent in travel in excess of the normal travel time due to abnormal conditions will be paid as time worked at the prevailing rate.
- (iii) Where the time spent in travel between the designated place of accommodation and the job site is 16 minutes or more, computed under normal travel conditions, the report point will be the designated place of accommodation.
- (iv) Notwithstanding the conditions as set out in (ii) and (iii) above, drivers of Hydro vehicles will be paid in circumstances where traveling time between the designated place of accommodation and the job site is less than 16 minutes. Pay for such travel time will encompass the total time involved in transporting employees from the designated place of accommodation to the job site and return, which may include pick-up and delivery of the vehicle from and to a third location.
- (v) An employee who is quartered in a commercial facility may request a single room for themselves and such a request will be granted provided such accommodation is available at the time.
- (vi) Regular employees on temporary assignment who are unable to return to their normal place of residence at the end of each working day shall have normal public transportation costs paid to their regular headquarters at three-week intervals.

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

It is understood that this entitlement includes public transportation fare only and does not include time or other expenses of travel. It is

also understood that employees taking advantage of the paid trip home entitlement are not eligible for weekend living out allowance for non-working days.

- (vii) Regular employees on temporary assignment away from their regular headquarters for one (1) week or more will be entitled to one (1) telephone call per each seven (7) days to their normal place of residence at the employer's expense. Telephone calls must be of reasonable duration and made during discount periods; for this purpose five minutes will be the upper limit.
- (h) It is the intent of the parties that no employee will be deprived of normal earnings because the employee is required to travel away from headquarters to or from a job, between jobs or on incidental work assignments. To achieve this end the following rules will govern the payment of wages for time spent in travel:

- (i) time spent in travel in the Employer's vehicle will be paid for as time worked;
- (ii) where the designated method of travel is by public or chartered carrier and the employee is required to travel on a day they actually work, time spent in travel during that calendar day will be paid for as time worked except that if sleeping accommodation is provided the period between midnight and 08:00 hours shall not be paid;

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

- (i) Where employees elect to use personal transportation in lieu of transportation made available by the Employer, they will be reimbursed as follows:
  - (i) Where the Employer's vehicles are available but employees choose and are permitted to travel in personal vehicles, time occupied in travel will be paid for as time worked. In this circumstance employees will not be entitled to any reimbursement for use of their personal vehicles.
  - (ii) Where employees elect to use personal vehicles in preference to public carrier they will be paid as if they had been traveling by public carrier. Reimbursement for use of the vehicle will not exceed the cost of the fares which otherwise would have been incurred by the Employer. The employee must have adequate insurance coverage. Personal vehicles shall not be used in the performance of any work for the Employer.

- (j) Employees engaged in work away from headquarters who are discharged will be allowed transportation and traveling time to headquarters.
- (k) Regular employees engaged on work away from headquarters who resign will be allowed transportation and traveling time to headquarters provided they had been employed by the Employer for at least one year.
- (l) The Employer will pay up to \$1,000.00 of the cost of transportation of household effects to their new residence to any employee, who at the time of their retirement, is living in housing rented from the Employer and located at a headquarters which attracts an isolation allowance payment. This allowance will be paid on presentation of receipts for costs incurred.
- (m) At any point where the Employer is responsible under this Agreement for board and lodging a living out allowance of \$153.00 per day for seven days per week may, by mutual agreement between the Employer and the Local Union, be granted in lieu thereof provided the employee affected lodges in the immediate vicinity of this temporary headquarters. Beginning April 1, 2023 this allowance shall be increased by the general wage increase percentages on the applicable date (e.g. April 1). Effective April 1, 2024 the living out allowance will increase by an additional \$5.00 and then the applicable percentage of the general wage increase will be applied.

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 out allowance for such non-working days on which they do not utilize the board and lodging provided by the Employer.

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

## **GRIEVANCE PROCEDURE**

### **Article 16**

- (a) The Union shall appoint a Shop Steward, or Stewards, at each location considered necessary. The Union shall notify Employee Relations as to the names and locations of each Steward. The Employer shall likewise notify the Union as to the names and locations of the first-line Managers.



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

(e) Problem Solving Stage

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

(f) Stage One

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

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

Stage Two

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

written decision shall be provided to the Business Manager of the Union and the Manager of Employee Relations.

(g) Policy, Termination, and Individually Specified Grievances

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

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

(h) Non-Binding Opinion

In keeping with the spirit and intent of the parties to resolve grievances as quickly as possible, following the formal grievance procedure but prior to arbitration, either party may request a third party "non-binding opinion". If both parties agree to this additional step, a brief written submission; including a summary of the issue, the alleged violation of the collective agreement, and the remedy sought, will be submitted by each party to an agreed to third party for a non-binding recommended settlement. An Agreed Statement of Facts may also be provided. Following the review of the written submissions, the third party shall render their non-binding opinion within two weeks of completing the review. The cost of the third party will be shared equally between the Union and BC Hydro. Any non-binding opinion as a result of this process shall not be put into evidence during any Arbitration.

(i) Arbitration

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

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

award handed down within thirty (30) working days of commencement of such proceedings.

#### Single Arbitrator

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

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

#### Arbitration Board

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

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees fail to agree upon the chairman within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party. The decision of the arbitration board shall be final and binding on the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, or if there is no majority decision, the decision of the chairman shall be the decision of the board.

- (j) Each party shall pay the fees and expenses of its appointee to aboard, and one-half (1/2) the fees and expenses of the chair, or one-half (1/2) of the fees and expenses in the case of a single arbitrator.
- (k) The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this agreement.
- (l) In respect to any grievance of a general nature, or relating to the dismissal or discipline of any employee(s) the grievance procedure may be varied by commencing the grievance procedure at any appropriate stage up to and including the last stage before Arbitration.

- (m) In the event of disputes involving changes, questions relating to safety shall be referred to the Safety Practices Committee to be resolved before the change is introduced, but all other questions shall be processed through the grievance procedure in the usual manner with the ultimate determination being retroactive to the date on which the change was introduced as far as this is feasible.

## **BULLETIN BOARDS**

### **Article 17**

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

## **BULLETINS AND SELECTIONS**

### **Article 18**

- (a) Bulletins:

All vacancies and new positions covered by the Agreement will be bulletined on a system-wide basis. Except where otherwise agreed to by both parties to this Agreement, temporary jobs of six months or less may not be bulletined. Bulletins will be posted at all headquarters where employees engaged on work covered by this Agreement report for duty. Wherever possible a minimum of two (2) weeks will be allowed for the receipt of applications. Selection and appointment of the successful candidate will be completed not later than 60 calendar days after the bulletin posting date. A successful applicant to a bulletined vacancy must confirm their acceptance within ten (10) days of the date they received notification of their selection; failing this their name will be dropped from the competition.

- (b) Applicants:

Employees, 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, and Journeypersons applying for crew supervision, instructor positions, or Fleet Services mobile positions are excluded from this provision. Other exceptions may be made if approved by the Employer and the Local Union.

Apprentices and grads in holding applying for positions or posted to a position in accordance with Appendix B(2)(e), will not be eligible to compete for bulletined vacancies for a period of twelve (12) months from the start date in the new

position.

Bulletins and eligibility for bidding for Apprentices will be in accordance with Appendix B(2)(e) and MOU#12.

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

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

Programmed IBEW members not employed by BC Hydro as at (17 May 1996) will, if re-employed into the same general classification within 12 months of being laid off, be credited with 50% of their seniority upon re-

hire, and will accumulate seniority day for day thereafter; all other IBEW members not employed with BC Hydro as at (17 May 1996) will upon hire or re-hire, start accumulating seniority day for day while working as a temporary employee.

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

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

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

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

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

(e) Selections Within the General Classification:

Except as provided in (g), in the circumstances that employees apply to move to a job within the same general classification as they are currently in, the following will apply, (for the purposes of this Article, those who have graduated from an 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 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 and other specific job classifications.

When the job bulletined is one of crew supervision, trouble technician, telecommunications network controller, interchange/plant operator, load operator, outage scheduler, system operator, field storekeeper, tool crib attendant, senior tool crib attendant, area planner/scheduler, vehicle technical advisor, machine operator, machine operator 1, line field representative, mobile truck and transport vehicle tradesperson mobile utility truck and transport vehicle tradesperson, vehicle quality & commissioning facilitator or utility vehicle quality & commissioning facilitator appointments will be made on the basis of merit, efficiency and seniority.

When the job bulletined is for a Thermal Plant Maintenance Technician the appointment will be made on the basis of merit, efficiency and seniority. Seniority will be calculated by utilizing the current General Classification journey person seniority. Successful applicants to the position will continue to accrue their General Classification seniority and will be considered within that General Classification when applying on other positions. New hires into this position will have their General Classification seniority established according to their Trade Qualification (TQ). If dual ticketed they must designate which TQ applies.

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

(i) Seniority General Classification:

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

General Classification #2:  
Electrician.

General Classification #3:  
Winder.

General Classification #4:

Interchange/Plant Operator,  
Load Operator,  
Outage Scheduler,  
System Operator.

General Classification #5:

Mechanic,  
General Tradesperson Mechanic with Machinist or Millwright, T.Q.

General Classification #6:

Diesel Station Mechanic.

General Classification #7:

Communications Protection and Control,  
Telecom Network Controller.

General Classification #8:

Meter Technicians.

General Classification #9:

Power Cable Technician.

General Classification #10:

'Deleted'.

General Classification #11:

Instrumentation and Controls Technologist.

General Classification #12:

'Deleted'.

General Classification #13:

Equipment Safety Tester.

General Classification #14:

'Deleted'

General Classification #15:

General Tradesperson, Dam Caretaker I.

General Classification #16:

Lockkeeper.

General Classification #17:

Driver/Helper,  
Machine Operator,



Machine Operator 1.

General Classification #18:  
Dam Caretaker II.

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

General Classification #20:  
'Deleted'

General Classification #21:  
Diesel Station Attendant.

General Classification #22:  
'Deleted'

General Classification #23:  
'Deleted'

General Classification #24:  
Vehicle Tradesperson,  
Truck and Transport Vehicle Tradesperson,  
Utility Truck and Transport Vehicle Tradesperson,  
Mobile Truck and Transport Vehicle Tradesperson,  
Mobile Utility Truck and Transport Vehicle Tradesperson,  
Vehicle Technical Advisor,  
Vehicle Quality & Commissioning Facilitator,  
Utility Vehicle Quality & Commissioning Facilitator.

General Classification #25:  
Automotive and Heavy Vehicle Partsperson.

General Classification #26:  
Shift Engineer.

General Classification #27:  
'Deleted'

General Classification #28:  
Trades Training Instructors.

General Classification #29:  
'Deleted'

General Classification #31:  
Thermal Plant Operations Technician.

General Classification #32  
Thermal Plant Maintenance Technician.

General Classification #33  
Generation Plant Operator.

General Classification #34  
Safety Advocate.

General Classification #35  
Fleet Safety Trainer

General Classification #36  
Area Planner/Scheduler

Note 1: Foreperson, Sub Foreperson, Instructors, Senior Field Storekeeper and Chiefs, Senior Automotive and Heavy Vehicle Partsperson, Thermal Plant Operations Technician and Thermal Plant Maintenance Technician are included in each General Classification where applicable.

Note 2: The following are positions of a temporary nature and shall not be bulletined positions: Designated Sub-Foreperson, Senior Operator

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

## **SEVERANCE PAY**

### **Article 19**

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

## **HOURS OF WORK**

### **Article 20**

(a) Day Workers.

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

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

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

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

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

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

taken at other time if mutually agreed. Employees will utilize unused leave prior to termination.

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

It is understood that the foregoing arrangement of hours and rates of pay as defined in (3) above is devised to cover emergent conditions peculiar only to government action or order limiting access to BC forests due to wildfire, risk of wildfire or other forest health emergencies.

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

(b) Shift Employees

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

Station Operators:

- (a) Generation Plant Operator.
- (b) Steam Operators.

Diesel Station Attendants.

Including Helpers To Above Classifications.

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

Interchange/Plant Operator

Load Operator

System Operator

Lockkeepers.

Telecommunications Network Controllers.

Trouble Technician (see Appendix G).

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

## 2. Shift Employees - Hours of Work

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

It shall be the intent of the parties to provide for 24 hour shift operation as needs of the service demand. It is recognized that in many of the operations a two or three shift system is essential and it is agreed that an eight-hour day will be maintained, provided a planned schedule shall be arranged whereby, within a maximum three month period, shift workers shall have time off to average out a 35 hour straight time week.

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

The reduction in hours worked by shift workers shall be achieved by including 17 days off with pay for 7 1/2 hours at straight time rates in the shift schedules. Shift workers who are required to work on a scheduled SWP day shall be paid in accordance with Article

21 and in addition shall be paid for 7 1/2 hours at straight time and no day off in lieu shall be taken.

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

Each Surrey Central Stores shift will be an 8 hour shift including a one-half hour unpaid meal period. The Employer may schedule the unpaid meal period by no more than one half (1/2) hour in either direction.

According to the shift change protocol established by the Employer, for continuous shift operations at FVO and SIO, 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.

### 3. Shift Times

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

Shift Times will be:

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

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

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

### 4. Shift Employee Premiums

(a) Shift employees working the #1 shift will, in addition to their regular rates of pay, receive an hourly shift differential payment of eight point two five percent (8.25%) of their regular rates of pay.

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

5. Shift schedules

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

The monthly schedule for shift employees shall include:

- (a) disposition of any spare shifts to accommodate productivity;
- (b) the same number of MV days as there are Saturdays and Sundays in the calendar month;
- (c) the same number of HMV days as there are statutory holidays in the calendar month;
- (d) not more than a combined total of three SWP days and HMV days per employee in the calendar month;
- (e) QV days off, to maintain an employee's QV bank within the limits of plus 30 hours or minus 15 hours at the end of the calendar month.

6. Shift Changes

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

72 hours' notice - no penalty;

48 hours' notice - 1 shift at double time;  
24 hours' notice - 2 shifts at double time;  
less than 24 hours' notice - 3 shifts at double time.

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

(c) Day Workers Scheduled to Temporary Shift Work

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

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

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

On the establishment of such temporary shift operations or when a temporary shift employee's shifts are changed, three working days' notice will be provided. If less notice is given, up to the first 3 of the shifts, occurring consecutively, shall be at double time rates as follows:

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

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

The following premiums will be paid:

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

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



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

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

## **OVERTIME**

### **Article 21**

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

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

- (b) Except as provided in 21(d) below, in 21(e)2 for Station Operators relieving in cases of illness, or where the overtime immediately follows the regular working day or shift, the minimum amount of pay for any overtime period shall be the proper amount of two hours at overtime rates which shall include report time. In addition, travel time of one-half hour shall be allowed an employee to reach their living quarters on completion of an overtime period. This travel time allowance will be granted irrespective of the amount of time worked, except for overtime periods of under two hours' duration at generating stations and dam sites for employees who live on the site or where the overtime period immediately precedes or follows the regular working day or shift.
- (c) Notwithstanding the above, all overtime between the hours of 00:00 and 08:00 shall be paid at 200% of the regular rate, and furthermore, no employee will be allowed to work more than 16 hours in any 24-hour period, this 16 hours to include paid meal breaks and travel time if applicable.
- (d) When an employee commences work within a period of four hours prior to their regular working day or shift, the employee shall be paid at 200% of the regular working rate until the commencement of their regular working day or shift, regardless of the time worked. The Employee shall thereafter be paid their regular rate for the duration of their regular working day or shift which they will be required to work.
- (e) Scheduled Overtime

1. Notification while at work.

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

2. Notification while off duty.

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

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

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

(f) Pre-scheduled Overtime.

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

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

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

(g) Call-Out Overtime

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

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

(h) Overtime Intermissions and Meals

It is the intent that the employees will be provided with a meal and an intermission break by the Employer during overtime work at intervals of four hours, that is, four hours elapsed time from the end of the prior meal. Employees who have earned and take a paid meal intermission may claim reasonable costs for an overtime meal, once daily and with a receipt, up to \$42.00 all-inclusive. 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 (30) 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, or when an employee works through their overtime meal intermission, or they have already claimed a receipted overtime paid meal intermission, an employee will be paid three-quarters (3/4) of an hour at prevailing rates for each meal to which they would otherwise have been entitled.

As an exception to the paragraph above, employees working overtime on non-regular working days may claim receipted meals more than once daily provided any subsequent meal claims do not exceed \$26.00, all-inclusive.

Beginning April 1, 2023 the receipted meal limits set out above shall be increased by the general wage increase percentages on the applicable date (e.g. April 1).

In lieu of claiming a receipted overtime meal, employees entitled to an overtime meal may opt to claim the applicable meal per diem pursuant to the Employer's expense policy.

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

- (i) Time worked by shift employees in excess of eight hours, for an eight hour shift, or twelve hours, for a twelve hour shift, in twenty-four (except when changing shift) shall be paid for as overtime.
- (j) Time worked by shift employees on scheduled days off (Article 20(b)(5)) shall be paid at 200% of regular rates, except when an employee is

moved or promoted, or as covered under Article 20(d). If an employee is moved or promoted, they shall undertake the schedule of the employee they are replacing, and shall work at their regular rate provided that in the first week of their new assignment they do not work more than forty hours, and providing that they do not lose or gain scheduled days off as a result of the transfer.

- (k) Where an employee commences overtime work more than four hours prior to their normal working day or shift, they shall not return to, nor continue into their working day or shift unless otherwise requested until they have had eight hours' time off which shall be calculated from the time their overtime work finished plus one-half hour travel time where applicable. The Employee shall be paid for their working day or shift at straight-time until the eight hours' rest time expires at which time they must return to work to qualify for the remainder of their working day or shift at straight-time rates.

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

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

- (l) Overtime Banking

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

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

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

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

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

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

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

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

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

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

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

## **ANNUAL VACATION**

### **Article 22**

- (a) Service with the Employer and its predecessors is included in calculating annual vacation entitlements.

- (b) Employees shall EARN their annual vacation entitlement for any calendar year only when the employee reaches their anniversary, although the employee may TAKE their annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

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

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

- (c) There shall be no restrictions as to the time annual vacations may be taken or as to the number of M.V., V.O., H.M.V., Q.V., and S.W.P. days that can be combined with annual vacations provided they are pre-scheduled in accordance with the Employer's staffing requirements. Annual vacations must be commenced by 31 December.

- (d) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. If they are called back they will be paid at 200% for each day they are required to work and the vacation days missed will be rescheduled at mutual convenience at a later date. This shall also apply to employees called back from V.O. or Q.V. Except when only one day of V.O. is granted without the required notice in which case the employee shall be paid as per the provisions of Article 21.

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

- (e) Employees who are laid off solely for the reason of lack of work who return to work with the Employer within two years will retain the same status in respect to vacation, holiday and sick leave entitlement upon return as that which they held at the time of lay-off.

- (f) Annual vacation will continue to be earned while employees are on leave, except while on full-time long-term disability, unpaid union leave, or unpaid personal leave.

(g) Call Back from AV (*Formerly MOU #52*)

The parties recognize that the employer has the right to approve or deny requests for extended vacations. If the employer approves an extended vacation, and subsequently, due to legitimate business needs, determines that it is necessary to call the employee back from vacation, it may occur without penalty, if the following conditions are met:

When an employee receives approval for an extended leave of absence that is 14 weeks or greater, using AV, VO (including historical VO and current OT banks) or QV, the employer may provide the employee with a letter specifying that the approval is subject to the employee being recalled to work due to legitimate business needs, upon a minimum of three weeks' notice. If recall occurs and three weeks' notice is provided it will not trigger call back from vacation premiums under article 22 (d).

## **STATUTORY HOLIDAYS**

### **Article 23**

- (a) Holidays shall be as follows: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and British Columbia Day, or days in lieu of as designated by the Provincial or Federal Governments, and any additional holiday not related to the above holidays and gazetted by the Provincial or Federal Governments.
- (b) Employees who do not normally work statutory holidays shall receive one day's pay at straight time rates for each holiday outlined in 23(a). Employees shall not receive pay for statutory holidays or H.M.V. days during a leave of absence except when these days occur during sick time off (exclusive of time off on income continuance). Where statutory holidays or gazetted holidays occur during annual vacations, V.O., Q.V., or S.W.P. days, employees shall receive one additional paid day off in lieu thereof. Where M.V., V.O., Q.V., S.W.P., or leave of absence is continuous with annual vacation it shall be considered to follow the scheduled annual vacation. All time worked on statutory or gazetted holidays by other than shift men shall be considered overtime and paid at 200% of the regular rate in addition to the regular day's pay.
- (c) Shift employees who normally work statutory or gazetted holidays (H.M.V. days) shall receive the same number of paid statutory or gazetted holidays on an annual basis as received by day workers. Work performed on days off in lieu of statutory and gazetted holidays shall be paid for at 200% of regular rates in addition to the regular day's pay.



- (d) When employees temporarily working in isolated locations request with the approval of the Local Union and such request is agreed to by the Employer, any of the statutory holidays listed in Article 23(a) which fall on a Tuesday, Wednesday, or Thursday may be taken off either the preceding Monday or following Friday.

## **Article 24**

Moved to Article 11 (f).

## **LEAVE PROVISIONS**

### **Article 25**

- (a) Compassionate Leave

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

Immediate family shall include: spouse, common-law spouse, children, step-children or foster children, parents, step-parents or foster parents, siblings or step siblings, grandparents, grandchildren, parents-in-law, and children-in-law.

- (b) Maternity/Parental Leave

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

Employees on maternity leave may be eligible for a "top-up" of their employment insurance payment for the first seventeen (17) weeks of leave. The top up allowance is equal to the difference between the employee's gross employment insurance payment (based on the standard parental EI benefit rate) and eighty-five percent (85%) of the employee's pre-leave weekly base salary.

Employees on parental leave may be eligible for a "top-up" of their employment insurance payment for the first eight (8) weeks of leave. The "top-up" allowance is equal to the difference between the employee's gross employment insurance payment (based on the standard parental EI benefit rate) and eighty-five percent (85%) of the employee's pre-leave weekly base salary.

- (c) Subject to staffing requirements and following five (5) years of employment the employer may allow 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.

- (d) Family Responsibility Leave

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

- (e) The Parties agree the following will apply to leaves of absence granted to employees where such leave is not specifically covered in the paragraphs above.

1. Prior to granting final approval to such a leave Hydro will advise, in writing, the terms of the leave and seek the concurrence of the Union if:

- (i) those terms alter the provisions of the Collective Agreement, or

- (ii) the leave is greater than four weeks.

Union concurrence will be provided in writing.

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

## **ELECTION DAYS**

### **Article 26**

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

## **REST BREAKS**

## **Article 27**

Employees shall be permitted a 15 minute rest break once each half normal working day or shift. Employees are not to leave their work area unless otherwise agreed by the supervisor.

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

### **Article 28**

The Employer will make available through its Stores, overalls, inclement weather clothing, gloves and tools where required on the job for purchase by employees at prices equal to cost to the Employer. In addition, the Employer will furnish a pool of clothes for work in dirty locations, e.g., for cable crews, oil crews, spray crews, and certain work at thermal plants and other locations as mutually agreed. A pair of gloves will be issued to each line crew employee on, or about, 1 April, 1 July and 1 October of each year. When required on the job, employees will be reimbursed up to \$125 once every calendar year towards the purchase of high visibility rain gear unless such gear is provided by the Employer. Tools on approved listing which are the basic hand tools of the trade concerned, worn out or broken through reasonable wear and tear, or if there is proper proof of unavoidable loss in the service of the Employer, will be replaced at the Employer's expense. Such replacement will be at the Managers discretion for temporary employees. When safety shoes are required on the job, and approved by the supervisor, the Employer shall reimburse with receipts, once per calendar year, the cost of one pair of safety shoes purchased. Electrical Journeyperson will be supplied with tools as per Memorandum of Understanding # 4. Rubber boots will be supplied to spraying crews.

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

## **LICENSES AND DRIVING HYDRO VEHICLES**

### **Article 29**

- (a) Any employee competent to do so shall, upon request, drive an automotive vehicle assigned to them by the Employer. If this duty involves the necessity of such an employee holding an appropriate license, the Employer shall bear the cost of such licenses and associated expenses, which will include physical examinations which may be required by the Motor Vehicles Act. However, the Employer will not be required to bear any higher-than-normal costs of licensing or associated expenses resulting from an employee's driving record.

- (b) Where required by the Employer, Power Line Technicians and Apprentice Power Line Technicians shall hold a Class 3 driver's license with air brake endorsement.

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

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

## **SAFETY PRACTICES**

### **Article 30**

Both the Employer and the Local Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply and are supplemented by the Safety Practice Regulations as issued and amended from time to time.

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

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

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

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

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

## **ASSIGNMENT OF DUTIES**

### **Article 31**

Notwithstanding the jurisdiction assigned to the separate trade classifications, an employee may perform on a temporary basis duties which are not within their regular trade classification whenever an employee of the appropriate classification is not regularly or readily available. It is the intent of the parties that employees may perform only the duties for which they are properly qualified (within the terms of this Agreement) and under no circumstances would such temporary assignments involve non-Journeyperson performing work outlined within a Journeyperson's jurisdiction.

## **APPRENTICE AND TRADES TRAINING COMMITTEE**

### **Article 32**

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

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

### **Article 33**

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

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

## **PART II**

### **JOB DESCRIPTIONS**

#### **DEFINITIONS, DUTIES AND JURISDICTIONS**

##### **Article 34**

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

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

Construction Services employees in the Power Line Technician and Electrician classifications may only operate and switch in the following circumstances: to perform their own work, to facilitate storm restoration, and to expedite service response in emergent situations when regular operations personnel are not readily available.

##### **Foreperson**

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

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

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

If a crew is composed of seven or more employees - that is, Journeyperson, Driver/Helper or Apprentices, or of more than twelve non-journeypersons one of the crew shall be designated as a Foreperson.

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

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

### **Sub-Foreperson**

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

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

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

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

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

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

The Sub-Foreperson rate will apply when a Journeyman is working with an apprentice in their last year, who for work purposes is authorized to perform the work of a Journeyman.

### **Composite Crew**

When two crews, with a Sub-Foreperson in charge of each, are working together temporarily as a composite crew, one Sub-Foreperson shall become Foreperson

and be in charge of both crews. The second Sub-Foreperson shall retain their status while the crews are so composed.

### **Designated Sub-Foreperson**

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

### **Area Planner/Scheduler**

An Area Planner/Scheduler has a Journey level trades qualification as either an Electrician, (including a Generation Plant Operator with electrical trades qualification), a Mechanic (with a machinist or millwright trades qualification); a General Tradesperson 1 with electrical experience in Generation/Transmission stations and who can demonstrate electrical understanding; or a journeyperson CPC Technologist. This role will be responsible for work planning and scheduling for a designated Stations coverage area.

The Area Planner/Scheduler develops work plans and procedures for the crews as well as arranges for materials, tools, and equipment. They work with the appropriate departments and positions to determine planning requirements, including crew availability/expertise, safety, environmental, and other business considerations. They are subject matter expert in the use of outage scheduling tools and plant operation software. They perform scenario analysis to determine the optimal time, resource and outage combinations to perform work. They may be authorized and assigned the duties to create, adjust, and cancel outages in the Outage Management Systems.

### **Automotive and Heavy Vehicle Partsperson**

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

### **Power Cable Technician**

Journeyperson Power Cable Technicians shall undertake jointing, splicing, testing, bonding, racking, installing, inspecting and repairing of lead covered and any metallic covered types of cables over 600 volts.



Notwithstanding the duties assigned to a Power Line Technician or Electrician, Power Cable Technicians shall on all type of cable carrying over 600 volts, do the fitting of potheads and other accessories and the assembly, testing, repair and maintenance of such cables. They may act as a Foreperson or a Sub-Foreperson over Power Line Technicians, Driver/Helpers, Apprentices or labourers. All Power Cable Support Technicians shall be Journey Power Line Technicians or Electricians except where it is necessary to employ, temporarily, Power Cable Technicians from other companies for the purpose of instruction or specialized work. Excluding generating stations a Power Cable Technician, under the direction of the person-in-charge, may for the execution of their own work on 35 kV and below, operate and switch lines and equipment up to but not including the feeder bus in distribution supply stations. Power Cable Technicians will not operate any apparatus equipped with supervisory control.

Preference for Power Cable Support Technicians will be given to Power Line Technicians however, should no Power Line Technician apply, Electricians may be selected for these positions in accordance with Article 18(e). Electricians working in this role will be paid the Power Line Technician wage rate.

### **Chief Engineer**

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

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

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

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

A Construction Material and Tool Handler will perform all duties necessary for the receiving, sorting, shipping and delivery of tools and materials at those locations where Construction Services has an established place of business. The worker will maintain a stock of consumable items and will arrange for the maintenance of tools, where necessary performing minor repairs. The worker will use power tools in connection with their work. The worker will be required to prepare stores requisitions, make local purchases, raise Goods Received and Goods Returned Reports, etc. The worker will prepare and maintain documents. The worker will be responsible for housekeeping within the warehouse area. The worker may be assisted by a Driver/Helper, and in addition may themselves act as a Driver/Helper.

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

### **Dam Caretaker I**

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

### **Dam Caretaker II**

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

### **Diesel Station Attendant**

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

### **Diesel Station Mechanic**

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

### **Driver/Helper**

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

## **Electrician**

Electricians shall work in generating stations, substations, repair shops and other locations and except as provided for Power Line Technician, Electricians shall have jurisdiction over the operation of unattended stations and unattended portions of stations. Notwithstanding the duties assigned to a Power Line Technician, an Electrician may be required to perform dual radial switching and for their own work only – distribution field switching, except when this requires the employee to climb the pole or use an aerial lift. A Journeyperson Electrician shall maintain, install, adjust, inspect, modify, test, troubleshoot and repair main and auxiliary equipment and apparatus. This may include electrical wiring, switchboard wiring, transformer connections, switchgear, bus work, low tension control cables, electrical and electronic equipment. Notwithstanding the duties assigned to a Power Cable Technician or Power Line Technician, an Electrician may work on single conductor plastic insulated cables and accessories up to and including 20/35 kV restricted to cables utilizing mechanical terminations and connections. Such cable work is not to include work on line terminations, distribution feeders or on lead or metallic cables over 600 volts.

## **Equipment Safety Tester**

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

## **Field Storekeeper**

A Field Storekeeper shall undertake work associated with the operation of the Surrey Central Stores and field-stores location(s) including planning inventory levels and co-ordinating tool and material availability in accordance with customer needs, inventory counting and count discrepancy reconciliation, ordering, receiving, storing, monitoring, controlling, shipping, delivering and the disposal of tools and materials. A Field Storekeeper, where applicable and necessary, will arrange for the maintenance of tools, and perform minor repairs. A Field Storekeeper will also be required to operate a forklift and load and unload trucks.

## **Fleet Safety Trainer**

A Fleet Safety Trainer is a Vehicle Tradesperson with a Commercial Transport BC Trade Qualification who provides training on the safe use of vehicles, vehicle equipment and how to conduct safety inspections of this equipment. The Fleet Safety Trainer is qualified to issue Class 1 and 3 driver's licenses, and maintains the qualifications to do so as per ICBC guidelines. During driver training, the Fleet Safety Trainer is present in the cab for the training of new drivers. The Fleet Safety Trainer is also responsible for establishing and maintaining proper documentation and reporting to ICBC, and works with other relevant business areas to determine and deliver the organization's vehicle safety training needs.

The Fleet Safety Trainer will have its own General Classification. Incumbents in the Fleet Safety Trainer role will continue to accrue seniority in their former General Classification. Selections into this position will be based on Merit and Efficiency.

### **General Tradesperson**

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

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

### **Generation Plant Operator (GPO)**

*(Refer to MOU # 61)*

A qualified electrical operator who is responsible for and may have charge of the operation of attended generation plants (Revelstoke, Mica, GMS, and Burrard), as assigned by operating orders, under normal and emergency conditions. Duties shall include inspection of electrical equipment, preparation of switching and operating procedures, alarm monitoring and investigation, performing or directing operations to isolate and restore equipment, and other related or relevant duties. GPOs with an electrical ticket will be able to carry out electrician duties as outlined in the agreement. GPOs with a Power Engineering ticket will be able to carry out any work within Burrard that they are qualified to do based on their training, education and experience.

## **Interchange/Plant Operator**

An Interchange/Plant operator is a qualified electrical operator who administers the transmission services tariff as assigned and coordinates curtailments as directed. 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.

## **Instrumentation and Controls Technologist**

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

## **Labourer**

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

## **Line Field Representative**

*(Refer to MOU # 62)*

The Line Field Representative has a Journey level ticket as either a Power Line Technician or a Power Cable Technician. They are required to inspect electrical projects for completion and adherence to BC Hydro standards, administer distribution contracts and maintain liaison with Contractors/Construction Services, to ensure that work, materials, progress and costs meet BC Hydro expectations; resolve related problems and advise contractors of deficiencies and safe work practices; authorize legitimate deviations from contract scope; prepares reports of ongoing project activities and requirements for large and small projects throughout the province. Line Field Representatives may be required to switch and direct others to switch overhead and underground work as qualified and assigned.

The job posting for a Line Field Representative may specify a requirement for either a Power Line Technician (PLT) or a Power Cable Technician.

## **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; communications 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.

### **Lock-Keeper**

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

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

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

### **Machine Operator**

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

#### **Machine Operator 1**

(Refer to MoU 68)

In addition to the duties of a Machine Operator listed above a Machine Operator 1 will hold a Class 'A' crane certificate and is qualified to set poles in an energized environment and pick energized conductor with a crane truck. The wage rate is equivalent to the GT1 rate of pay.

### **Mechanic**

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

### **Meter Technician**

Journeyperson Meter Technician shall undertake work associated with all aspects of metering.

Journeyman Meter Technician shall undertake work associated with all aspects of metering including new and emerging metering and communications work associated with smart meters and revenue assurance. They may also undertake power quality work, and third party municipality services work, and other associated work that they are qualified and trained to perform.”

Note:

- Meter Technicians or other qualified IBEW personnel shall perform ‘in-field physical’ disconnections of any meters that are not single phase self-contained meters or network meters. They shall also perform ‘in-field physical’ reconnections of any type of meter that has been physically disconnected. They may be utilized to perform ‘in-field physical’ and ‘in-field using an electronic field tool’ disconnections or reconnections’ for any type of meters, if or when operationally required.
- Disconnections and reconnections work performed ‘over-the-air’ (remotely) or ‘in-field using an electronic field tool’, or ‘in-field physical’ disconnects of single phase self-contained meters and network meters may be performed by non-management personnel outside of IBEW bargaining unit jurisdiction.

### **Mobile Truck and Transport Vehicle Tradesperson**

The Mobile Truck and Transport Vehicle Tradesperson is a Truck and Transport Vehicle Tradesperson who normally works alone in regions where travel is regularly required and shall generally perform the duties of their trade in a safe and efficient manner. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. In addition, a Mobile Truck and Transport Vehicle Tradesperson duties and responsibilities shall include work order creation, scheduling, ordering parts/materials and coordinating maintenance and repair of vehicles within their region, including working with user groups and vendors.

### **Mobile Utility Truck and Transport Vehicle Tradesperson**

The Mobile Utility Truck and Transport Vehicle Tradesperson is a Utility Truck and Transport Vehicle Tradesperson who normally works alone in regions where travel is regularly required and shall generally perform the duties of their trade in a safe and efficient manner. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. In addition, a Mobile Utility Truck and Transport Vehicle Tradesperson duties and responsibilities shall include work order creation, scheduling, ordering parts/materials and coordinating maintenance and repair of vehicles within their region, including working with user groups and vendors.

## **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.

## **Power Line Technician**

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

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

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

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

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

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

Notwithstanding the duties assigned to an Electrician, a Power Line Technician may on 35 kV and below operate and switch distribution equipment up to but not including the feeder bus in distribution supply stations. On 35 kV and above in distribution supply stations a Power Line Technician may on occasion be



required to switch or replace fuses where fault conditions have occurred and an Electrician is not readily available.

Notwithstanding the duties normally assigned to a Communication, Protection and Control Technologist, a Power Line Technician may perform installation and maintenance of Distribution automation equipment (e.g. battery replacement, modem replacement and power resets). Communication Protection and Control Technologists retain jurisdiction for this work.

### **Safety Advocate**

An Electrical Journeyperson with technical background and expertise that enables them to; be viewed as an expert on how to safely and efficiently complete the work ; influence management; be a leader who demonstrates courage to act and intervene when required; provide interpretation and clarification on the application of approved work procedures, safety rules and standards; a leader who can work alongside crews to evaluate, observe and provide feedback on Safety Leadership, Work Methods and Job Planning; provide technical advisory support through a help desk; provide regular summaries as requested on the key themes and observations impacting safety in the workplace along with corrective action recommendations; and provide regular input to the SPR and other Committees regarding rules, work methods, procedures and equipment that require attention or revision.

Assignments to this position will be advertised internally through an 'expression of interest'.

Selections into Safety Advocate positions will be made by BC Hydro on the basis of Merit and Efficiency, after consultation with the IBEW Business Manager, or their delegate.

### **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.

### **Senior Field Storekeeper**

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

### **Senior Tool Crib Attendant**

A Senior Tool Crib Attendant shall work as a Tool Crib Attendant and direct the work of not more than four other Tool Crib employees. The Tool Crib Attendant in

a headquarters will only be paid as the Senior Tool Crib Attendant if the bulletined Senior Tool Crib Attendant is absent from the Headquarters for more than a day and there is at least one other Tool Crib Attendant at the Headquarters to supervise.

### **Shift Engineer**

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

### **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.

### **Telecommunications Network Controller**

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.

### **Thermal Plant Maintenance Technician: (Refer to Part X)**

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

### **Thermal Plant Operations Technician (Refer to Part X)**

The Thermal Plant Operations Technician is a Power Engineer holding a minimum of a Third Class Certificate of Competency. Duties will include

operating and maintaining the plant to applicable standards, procedures, guidelines, and regulations; including gathering operating data, maintaining logs and records, performing related clerical work; identifying and reporting equipment problems, identifying process problems, developing solutions; familiarisation and on the job training of others, preparing emergency preparedness and response procedures as required, performing startups and shutdowns, and being responsible for substation switching under the direction of the Area Control Center, as well as performing all other related and relevant duties. In addition to the operation and maintenance of equipment, this person's duties shall include issuing instructions for safe, efficient and proper operation, and issuing or authorizing safety protection guarantees.

### **Thermal Plant Operations Technician – Shift Engineer**

The Thermal Plant Operations Technician – Shift Engineer is a Power Engineer holding a minimum of a Second Class certificate of Competency who, in addition to carrying out the duties of a Thermal Plant Operations Technician, shall act as Shift Engineer of the plant. In addition to the operation and maintenance of equipment, this person's duties shall include supervising others and issuing instructions for the safe, efficient and proper operation, and issuing work protection.

### **Tool Crib Attendant**

A Tool Crib Attendant will be required to make minor repairs to tools and equipment under their jurisdiction and make arrangements for their major repair as required. They will be required to drive a truck to deliver and/or pick up tools and equipment away from their normal headquarters. They will be required to receive, ship and store tools, equipment and minor stores and to maintain detailed inventories of tools, equipment and minor stores within the tool crib and in vehicles and trailers used by electrical journeypersons. They will issue tools, equipment and minor stores from the tool crib and to maintain records of persons receiving and returning these tools and equipment. They will be responsible for completing stores requisitions and other stores documents and to identify all tools and equipment as the property of B.C. Hydro.

They may be required to perform other duties of a minor nature related to the operation and maintenance of their tool crib. They may be required from time to time to supervise persons under their charge. The terms of supervision and rate are to be the same as that for a Senior Tool Crib Attendant.

### **Trades Training Instructor**

A Trades Training Instructor shall be a Journeyperson within the specific trade they represent. The Instructor will supervise, instruct, assess, evaluate, 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, assessment, evaluation, and assistance on all aspects of the specific trade they represent 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 Foreperson's percentage wage note rate for their classification in accordance with Article 13(d).

### **Trades Training Projects Coordinator**

*(Refer to MOU #37)*

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

### **Trouble Technician**

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

### **Truck and Transport Vehicle Tradesperson**

A Truck and Transport Vehicle Tradesperson is a Vehicle Tradesperson who has their Truck and Transport Vehicle Mechanic certification with red seal and shall generally perform the duties of their trade in a safe and efficient manner. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. A Vehicle Tradesperson may be assisted by a Driver/Helper.

### **Utility Truck and Transport Vehicle Tradesperson**

A Utility Truck and Transport Vehicle Tradesperson is a Truck and Transport Vehicle Tradesperson with a utility certification obtained through the Canadian Utility Fleet Council and shall generally perform the duties of their trade in a safe and efficient manner. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment, including aerial

devices. A Utility Truck and Transport Vehicle Tradesperson may be assisted by a Driver/Helper.

### **Vehicle Quality & Commissioning Facilitator**

A Vehicle Quality & Commissioning Facilitator is a Vehicle Tradesperson who will be dedicated to inspecting compliance to specifications for new vehicles by BC Hydro's Alliance partners, and commission vehicles into the Fleet via In-Service Demonstrations. The position will inspect overall fit and finish, operational readiness, and safety of units processed by the New Vehicle and Overhaul departments at the Surrey Vehicle Garage prior to demonstration / release to end users.

### **Utility Vehicle Quality & Commissioning Facilitator**

A Vehicle Quality & Commissioning Facilitator is a Truck and Transport Vehicle Tradesperson with a utility certification obtained through the Canadian Utility Fleet Council, who will be dedicated to inspecting compliance to specifications for new vehicles, including aerial devices, by BC Hydro's Alliance partners, and commission vehicles into the Fleet via In-Service Demonstrations. The position will inspect overall fit and finish, operational readiness, and safety of units processed by the New Vehicle and Overhaul departments at the Surrey Vehicle Garage prior to demonstration / release to end users.

The position will be required to liaise with supplier representatives, departmental Forepersons, Vehicle Technologists, Engineers and Managers. The position will be responsible for developing and producing the relevant accurate and consistent documentation to support warranty claims and re-work stemming from aforementioned inspections and to facilitate the smooth transfer of information to all stakeholder parties. The position will also be responsible for providing instruction and documenting the In-Service Demonstrations to end users and Vehicle Tradespersons.

When not performing the above duties, the position will engage in the regular duties of a Utility Truck and Transport Vehicle Tradesperson as per the Collective Bargaining Agreement, in the New Vehicle department.

### **Vehicle Technical Advisor**

A Vehicle Technical Advisor is a Utility Truck & Transport Vehicle Tradesperson who shall supervise, instruct and demonstrate safe, efficient, and new work methods and procedures in respect of the work of all Vehicle Tradespersons. This may involve scheduling and delivering training on hydraulic and safety procedures and diagnostics on various types of utility equipment, including developing, reviewing and revising course content.

### **Vehicle Tradesperson**

A Journeyperson automotive mechanic, automotive service technician and/or heavy duty mechanic shall generally perform the duties of their trade in a safe and efficient manner. These duties shall include the repair, maintenance, modification and commissioning of vehicles and equipment. A Vehicle Tradesperson may be assisted by a Driver/Helper.

**Note:** The parties agree that notwithstanding the new Sub-Foreperson and Foreperson job descriptions, the Sub-foreman Vehicle Tradesperson may continue to supervise 'two or more' other Vehicle Tradespersons.

## **Winder**

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

Note: Where the Employer and the Union have agreed to delete a job, the Parties agree that the Union retains jurisdiction if the position comes back into use. In the event a position comes back into use, the job description classification and duties will be reinstated as was previously written.

## **ATTENDED STATION CLASSIFICATIONS**

### **Article 37**

- (a) During the life of this Agreement, the reclassification and the initial classification of new attended stations will be made by the Employer in accordance with the provisions of (c) below.
- (b) In the event the Union disagrees with the classification of an attended station, the matter will be discussed by the Parties and failing resolution, either Party may, upon notice to the other, refer the matter directly to Stage III of the grievance procedure, with arbitration if required.
- (c) Subject to the foregoing, attended Stations to which Generation Plant Operators are assigned will be classified as defined and listed below:

Class 1 (Not Applicable)

Class 2

- Integrated attended generating stations with a nameplate capacity greater than 50 MW.
- Revelstoke, Mica, G.M. Shrum

Class 3

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

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

## PART VII

### WAGE SCHEDULES

#### ARTICLE 44

##### REGULAR EMPLOYEES' WAGE SCHEDULE

Increase rates of pay for classifications listed below as follows:

- a) Effective April 1, 2022: Increase all rates of pay by a flat rate of \$0.25 per hour and then a 3.24% general wage increase.
- b) Effective April 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA MOU.
- c) Effective April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU.

*Note: The terms of the cost of living adjustments ("COLA") are outlined in **Appendix "A"** - Memorandum of Understanding set out below.*

#### Appendix "A"

##### Memorandum of Understanding

##### Re: Cost of Living Adjustments

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out effective April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in article 44 of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly *BC Stats Consumer Price Index Highlights* report. The BC Stats



Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

### **Regular Wage Schedule**

| <b>Job Title</b>  | <b>April 1, 2022</b> | <b>January 25, 2023</b> | <b>April 1, 2023</b> |
|---|----------------------|-------------------------|----------------------|
| Automotive and Heavy Vehicle Partsperson                  | 34.46                | 34.46                   | 36.79                |
| Automotive and Heavy Vehicle Partsperson, Senior          | 36.87                | 37.56                   | 40.10                |
| Area Planner/Scheduler                                    | 54.86                | 55.96                   | 59.74                |
| Communication, Protection and Control (CPC) Technologist  | 49.42                | 50.41                   | 53.81                |
| CPC Technologist, Foreperson                              | 56.83                | 58.98                   | 62.96                |
| CPC Technologist, Sub-Foreperson                          | 54.86                | 55.96                   | 59.73                |
| Construction Tool and Material Handler                    | 32.80                | 32.80                   | 35.01                |
| Construction Tool and Material Handler, Foreperson        | 37.72                | 38.38                   | 40.96                |
| Construction Tool and Material Handler, Sub-Foreperson    | 36.41                | 36.41                   | 38.86                |
| Dam Caretaker I   | 34.84                | 34.84                   | 37.19                |
| Dam Caretaker II  | 30.08                | 30.08                   | 32.11                |
| Dam Caretaker, Sub-Foreperson                             | 38.67                | 38.67                   | 41.28                |
| Driver/Helper   | 30.38                | 30.38                   | 32.43                |
| Diesel Station Attendant I, Class 3 Chief                 | 40.79                | 40.79                   | 43.54                |
| Diesel Station Attendant I, Class 3                       | 36.78                | 36.78                   | 39.26                |
| Diesel Station Attendant 2                                | 30.08                | 30.08                   | 32.11                |
| Diesel Station Mechanic                                   | 42.80                | 42.80                   | 45.69                |
| Diesel Station Mechanic, Foreperson                       | 49.22                | 50.08                   | 53.46                |
| Diesel Station Mechanic, Sub-Foreperson                   | 47.51                | 47.51                   | 50.72                |
| Electrician   | 43.59                | 43.59                   | 46.53                |
| Electrician, Foreperson                                   | 50.13                | 51.00                   | 54.44                |
| Electrician, Sub-Foreperson                               | 48.38                | 48.38                   | 51.65                |
| *Engineer, Chief  | 38.54                | 38.54                   | 41.14                |
| *Engineer, Shift  | 36.21                | 36.21                   | 38.65                |
| Equipment Safety Tester                                   | 36.91                | 36.91                   | 39.40                |
| Equipment Safety Tester, Foreperson                       | 42.45                | 43.18                   | 46.10                |
| Equipment Safety Tester, Sub-Foreperson                   | 40.97                | 40.97                   | 43.73                |
| Fleet Safety Trainer                                      | 49.22                | 51.08                   | 54.53                |
| Field Store Keeper  | 32.42                | 32.80                   | 35.01                |
| Field Store Keeper, Foreperson                            | 37.28                | 38.38                   | 40.96                |
| Field Store Keeper, Senior                                | 34.69                | 35.75                   | 38.16                |
| Generation Plant Operator                                 | 46.53                | 47.46                   | 50.66                |
| Generation Plant Operator, Senior                         | 48.39                | 49.36                   | 52.69                |
| Generation Plant Operator, Trainee                        | 43.59                | 43.59                   | 46.53                |
| General Tradesperson 1                                    | 38.52                | 38.52                   | 41.12                |
| General Trades 1, Foreperson                              | 44.30                | 45.07                   | 48.11                |
| General Trades 1, Sub-Foreperson                          | 42.76                | 42.76                   | 45.64                |
| GT 1- Machinist   | 43.59                | 43.59                   | 46.53                |
| GT 1- Millwright  | 43.59                | 43.59                   | 46.53                |
| GT 1- Machinist Foreperson                                | 50.13                | 51.00                   | 54.44                |
| GT 1- Machinist Sub-Foreperson                            | 48.38                | 48.38                   | 51.65                |
| GT 1- Millwright Foreperson                               | 50.13                | 51.00                   | 54.44                |
| GT 1- Millwright Sub-Foreperson                           | 48.38                | 48.38                   | 51.65                |
| General Tradesperson 2                                    | 34.84                | 34.84                   | 37.19                |
| General Trades 2, Foreperson                              | 40.07                | 40.76                   | 43.51                |
| General Trades 2, Sub-Foreperson                          | 38.67                | 38.67                   | 41.28                |
| General Tradesperson 3                                    | 32.80                | 32.80                   | 35.01                |
| General Trades 3, Foreperson                              | 37.72                | 38.38                   | 40.96                |
| General Trades 3, Sub-Foreperson                          | 36.41                | 36.41                   | 38.86                |
| IBEW Student  | 20.67                | 20.67                   | 22.07                |
| Instrumentation and Controls Technologist                 | 45.05                | 45.05                   | 48.09                |
| Instrumentation and Controls Technologist, Foreperson     | 51.81                | 52.71                   | 56.27                |
| Instrumentation and Controls Technologist, Sub-Foreperson | 50.01                | 50.01                   | 53.38                |
| Interchange/Plant Operator                                | 46.53                | 46.53                   | 49.67                |

| Job Title  | Job Title | Job Title | Job Title |
|--|-----------|-----------|-----------|
| Labourer   | 20.67     | 20.67     | 22.07     |
| Lock-Keeper  | 38.52     | 38.52     | 41.12     |
| Lock-Keeper, Sub-Foreperson  | 42.76     | 42.76     | 45.64     |
| Line Field Representative - PLT  | 54.36     | 55.31     | 59.04     |
| Line Field Representative - Cable Splicer  | 59.11     | 60.14     | 64.20     |
| Load Operator – Level 1  | 48.83     | 48.83     | 52.13     |
| Load Operator – Level 2  | 50.04     | 50.04     | 53.42     |
| Load Operator – Level 3  | 51.30     | 51.30     | 54.76     |
| Machine Operator   | 35.91     | 35.91     | 38.33     |
| Machine Operator 1   |           | 38.52     | 41.12     |
| Mechanic   | 43.59     | 43.59     | 46.53     |
| Mechanic, Foreperson   | 50.13     | 51.00     | 54.44     |
| Mechanic, Sub-Foreperson   | 48.38     | 48.38     | 51.65     |
| Meter Technician   | 43.59     | 43.59     | 46.53     |
| Meter Technician, Foreperson   | 50.13     | 51.00     | 54.44     |
| Meter Technician, Sub-Foreperson   | 48.38     | 48.38     | 51.65     |
| *Mobile Truck & Transport Vehicle Tradesperson   | 43.19     | 44.05     | 47.02     |
| *Mobile Utility Truck & Transport Vehicle Tradesperson   | 44.94     | 45.84     | 48.94     |
| Outage Scheduler - Load  | 56.13     | 56.13     | 59.92     |
| Outage Scheduler - System  | 61.92     | 61.92     | 66.10     |
| Power Cable Technician   | 51.40     | 51.40     | 54.87     |
| Power Cable Technician Foreperson  | 59.11     | 60.14     | 64.20     |
| Power Cable Technician Sub-Foreperson  | 57.05     | 57.05     | 60.91     |
| Power Line Technician Pre-Apprenticeship   | 30.73     | 30.73     | 32.80     |
| Power Line Technician  | 47.27     | 47.27     | 50.46     |
| Power Line Technician, Foreperson  | 54.36     | 55.31     | 59.04     |
| Power Line Technician, Sub-Foreperson  | 52.47     | 52.47     | 56.01     |
| Regional Foreperson  | 59.08     | 60.26     | 64.33     |
| Shift Electrician  | 45.60     | 45.60     | 48.67     |
| Safety Advocate  | 67.73     | 69.08     | 73.74     |
| System Operator – Level 1  | 56.13     | 56.13     | 59.92     |
| System Operator – Level 2  | 57.55     | 57.55     | 61.43     |
| System Operator – Level 3  | 58.95     | 58.95     | 62.93     |
| Try A Trade Program Hire   | 22.63     | 22.63     | 24.16     |
| Trouble Technician   | 56.61     | 56.61     | 60.43     |
| Tool Crib Attendant  | 32.97     | 32.97     | 35.20     |
| Tool Crib Attendant, Senior  | 35.28     | 35.94     | 38.37     |
| Telecom Network Controller   | 53.57     | 55.96     | 59.74     |
| Telecom Network Controller, Foreperson   | 61.61     | 65.47     | 69.90     |
| Telecom Network Controller, Sub-Foreperson   | 59.46     | 62.12     | 66.31     |
| Thermal Plant Maintenance Technician   | 48.37     | 48.37     | 51.63     |
| Thermal Plant Maintenance Technician, Sub-Foreperson   | 53.69     | 53.69     | 57.31     |
| Thermal Plant Ops Tech Trne 1- TPOT Trne1<br>(Note This Is A Temp Job With No FTR Equivalent)  | 37.92     | 37.92     | 40.48     |
| Thermal Plant Ops Tech Trne 2 - TPOT Trne2<br>(Note This Is A Temp Job With No FTR Equivalent) | 40.45     | 40.45     | 43.18     |
| Thermal Plant Ops Tech Trne 3 - TPOT Trne3   | 45.50     | 45.50     | 48.57     |
| Thermal Plant Ops Tech Ldr 1 - TPOT Ldr1   | 55.58     | 55.58     | 59.33     |
| Thermal Plant Ops Tech Ldr 2 - TPOT Ldr2   | 58.34     | 58.34     | 62.28     |
| Thermal Plant Ops Tech – Shift Engineer  | 55.58     | 55.58     | 59.33     |
| Thermal Plant Operations Technician (TPOT)   | 50.56     | 50.56     | 53.97     |
| Trades Trainee   | 29.25     | 29.25     | 31.22     |
| Trades Training Project Coordinator  | 67.73     | 69.08     | 73.74     |
| Trades Training Instructor   | 61.57     | 62.80     | 67.04     |
| *Truck and Transport Vehicle Tradesperson  | 41.13     | 41.95     | 44.78     |
| *Truck and Transport, Foreperson   | 47.30     | 49.08     | 52.39     |
| *Truck and Transport Sub-Foreperson  | 45.65     | 46.56     | 49.71     |
| *Utility Truck and Transport Vehicle Tradesperson  | 42.80     | 43.66     | 46.61     |
| *Utility Truck and Transport Vehicle, Foreperson   | 49.22     | 51.08     | 54.53     |
| *Utility Truck and Transport Vehicle, Sub-Foreperson   | 47.51     | 48.46     | 51.74     |
| *Utility Vehicle Quality and Commissioning Facilitator   | 45.78     | 46.70     | 49.85     |
| *Vehicle Quality and Commissioning Facilitator   | 44.00     | 44.88     | 47.91     |
| *Vehicle Tradesperson  | 38.52     | 39.29     | 41.94     |
| *Vehicle Tradesperson, Foreperson  | 44.30     | 45.97     | 49.07     |
| *Vehicle Tradesperson, Sub-Foreperson  | 42.76     | 43.61     | 46.55     |
| *Vehicle Technical Advisor   | 49.17     | 50.15     | 53.54     |
| Winder   | 43.59     | 43.59     | 46.53     |
| Winder, Foreperson   | 50.13     | 51.00     | 54.44     |

|                        |       |       |       |
|------------------------|-------|-------|-------|
| Winder, Sub-Foreperson | 48.38 | 48.38 | 51.65 |
|------------------------|-------|-------|-------|

### APPRENTICESHIP WAGE RATES (APPENDIX B)

| Effective April 1, 2022           | TERM  |       |       |       |       |       |       |       |       |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Job Title                         | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | GH    |
| Auto Painter Apprentice           | 28.89 | 30.82 | 32.74 | 34.67 |       |       |       |       | 38.52 |
| Power Cable Technician Apprentice | 38.55 | 38.55 | 38.55 | 38.55 | 38.55 | 41.12 | 43.69 | 46.26 | 51.40 |
| CPC Apprentice                    | 37.07 | 37.07 | 37.07 | 37.07 | 37.07 | 39.54 | 42.01 | 44.48 | 49.42 |
| Electrician Apprentice            | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |
| IPO Apprentice                    | 29.59 |       |       |       |       |       |       |       | 46.53 |
| Load Operator Apprentice          | 46.53 |       |       |       |       |       |       |       | 48.83 |
| Mechanic Apprentice               | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |
| Meter Technician Apprentice       | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 |       | 43.59 |
| PLT Apprentice                    | 35.45 | 35.45 | 35.45 | 35.45 | 35.45 | 37.82 | 40.18 | 42.54 | 47.27 |
| Truck & Transport Apprentice*     | 30.85 | 30.85 | 30.85 | 30.85 | 30.85 | 32.90 | 34.96 | 37.02 | 41.13 |
| Winder Apprentice                 | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |

| Effective January 25, 2023        | TERM  |       |       |       |       |       |       |       |       |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Job Title                         | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | GH    |
| Auto Painter Apprentice           | 29.47 | 31.43 | 33.40 | 35.36 |       |       |       |       | 39.29 |
| Power Cable Technician Apprentice | 38.55 | 38.55 | 38.55 | 38.55 | 38.55 | 41.12 | 43.69 | 46.26 | 51.40 |
| CPC Apprentice                    | 37.81 | 37.81 | 37.81 | 37.81 | 37.81 | 40.33 | 42.85 | 45.37 | 50.41 |
| Electrician Apprentice            | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |
| IPO Apprentice                    | 34.90 |       |       |       |       |       |       |       | 46.53 |
| Load Operator Apprentice          | 48.83 |       |       |       |       |       |       |       | 48.83 |
| Mechanic Apprentice               | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |
| Meter Technician Apprentice       | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 |       | 43.59 |
| PLT Apprentice                    | 35.45 | 35.45 | 35.45 | 35.45 | 35.45 | 37.82 | 40.18 | 42.54 | 47.27 |
| Truck & Transport Apprentice*     | 31.46 | 31.46 | 31.46 | 31.46 | 31.46 | 33.56 | 35.66 | 37.76 | 41.95 |
| Winder Apprentice                 | 32.69 | 32.69 | 32.69 | 32.69 | 32.69 | 34.87 | 37.05 | 39.23 | 43.59 |

| Effective April 1, 2023           | TERM  |       |       |       |       |       |       |       |       |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Job Title                         | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | GH    |
| Auto Painter Apprentice           | 31.46 | 33.55 | 35.65 | 37.75 |       |       |       |       | 41.94 |
| Power Cable Technician Apprentice | 41.15 | 41.15 | 41.15 | 41.15 | 41.15 | 43.90 | 46.64 | 49.38 | 54.87 |
| CPC Apprentice                    | 40.36 | 40.36 | 40.36 | 40.36 | 40.36 | 43.05 | 45.74 | 48.43 | 53.81 |
| Electrician Apprentice            | 34.90 | 34.90 | 34.90 | 34.90 | 34.90 | 37.22 | 39.55 | 41.88 | 46.53 |
| IPO Apprentice                    | 37.25 |       |       |       |       |       |       |       | 49.67 |
| Mechanic Apprentice               | 34.90 | 34.90 | 34.90 | 34.90 | 34.90 | 37.22 | 39.55 | 41.88 | 46.53 |
| Meter Technician Apprentice       | 34.90 | 34.90 | 34.90 | 34.90 | 37.22 | 39.55 | 41.88 |       | 46.53 |
| PLT Apprentice                    | 37.85 | 37.85 | 37.85 | 37.85 | 37.85 | 40.37 | 42.89 | 45.41 | 50.46 |
| Truck & Transport Apprentice*     | 33.59 | 33.59 | 33.59 | 33.59 | 33.59 | 35.82 | 38.06 | 40.30 | 44.78 |
| Winder Apprentice                 | 34.90 | 34.90 | 34.90 | 34.90 | 34.90 | 37.22 | 39.55 | 41.88 | 46.53 |

\* jobs that receive a tool allowance

### WAGE NOTES

Note 1: 'Deleted'

Note 2: A minimum of the Driver/Helper rate will be paid to employees for time spent operating a power saw.

Note 3: 'Deleted'

Note 4: Eight hours' pay per day, Monday to Friday: overtime Saturday and Sunday. Rate subject to review when cooking for crew of over 12 individuals.

Note 5: Employees will be paid not less than the Driver/Helper rate plus 75% of the difference between the Machine Operator rate and Driver/Helper rate, when they drive the Tucker Sno-Cat or Thiokol vehicles, Ryd-a-Rail or such other vehicles as are mutually agreed by the parties to have similar capabilities. This formula will apply to "Hiab" operators and to Power Line Technicians, Machine Operator, Machine Operator 1s and Driver/Helpers hauling pole(s).

Note 6: 'Deleted'

Note 7: The following rate applications shall be applied to regular and temporary Utility employees.

The rate of pay for Senior Storekeepers and Senior Tool Crib Attendant listed in Article 44 is 109% of the appropriate basic job classification rate.

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

The rate of pay for Chief Operator/Area Dispatchers listed in Article 44 is 111% of the appropriate basic job classification rate.

The rate of pay for Foreperson listed in Article 44 is 117% of the appropriate basic job classification rate.

Note 8: Rates for Thermal Plant APO's shall be calculated as follows:

|                 |                           |
|-----------------|---------------------------|
| APO Probationer | - 80% of Burrard SPO Rate |
| APO 1st Year    | - 85% of Burrard SPO Rate |
| APO 2nd Year    | - 90% of Burrard SPO Rate |

Note 9: The rate of pay for the Trades Training Projects Coordinator is 110% of the Trades Training Instructor rate. In classroom training situations where an Operator is assigned to teach skills to employees the instructor will be paid at 110% of their regular rate of pay.

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

(a) Certification requirements are as follows:

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

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

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

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

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

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

Note 11: The wage rate of a Senior Automotive and Heavy Vehicle Partsperson supervising employees other than Tradespersons is 109% of their basic job classification.

Note 12: The rate of pay for Senior Operator and Senior Generation Plant Operator is 104% of the designated employee's rate of pay.

Note 13: 'Deleted'

Note 14: Temporary Utility Vehicle Instructor to receive 111% of classification rate in accordance with Article 13(d).

Note 15: Notwithstanding the job description for General Trades, General Trades working for the Construction Department will comply in general with the trades jurisdictions of the separate trade classifications when employed on construction projects as determined by pre-job conferences.

Sub-Foreperson General Tradesperson and Foreperson General Tradesperson will supervise the same numbers of employees in the

same fashion as Sub-Foreperson and Foreperson in the electrical trades.

While it is accepted that Sub-Foreperson General Tradesperson and Foreperson General Tradesperson will not directly supervise electrical Journeypersons, there will be times when an electrical Journeyperson will come under the general supervision of a Sub-Foreperson or Foreperson General Tradesperson.

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

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

Note 16: 'Deleted'

Note 17: Temporary employees will receive a non-pensionable hourly premium calculated at 7% of the wage rate set out in Article 44.

Note 18: 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 19: 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 20: 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 21: 'Deleted'

Note 22: Driver/Helpers who are temporarily upgraded to the GT classification will be paid the GT3 rate.

Note 23: Non-ticketed general trades (GT's) and "C" ticketed Welders (or a Welder who is otherwise not meeting the criteria for a GT1 rate below) will be paid at the GT3 rate. Non-ticketed GT's employed at December 19, 2008, will be paid a GT2 rate. Ticketed tradespersons\* and Welders with an "A" level ticket plus special pressure certifications (or effective March 31, 2014. Welders with a Certificate of Qualification with Red Seal) will be paid at a GT1 rate when it forms part of their regularly assigned work.

\*Ticketed trades for the purposes of determining the wage rate are limited to the following unless otherwise mutually agreed:

- Cabinet Maker
- Carpenter
- Fabricator
- Painter
- Automotive Painter (e.g. Automotive Refining Technician)
- Plumber
- Blaster
- Insulator
- Welder
- Construction Craft Worker

## **PART VIII**

### **CONDITIONS OF EMPLOYMENT FOR TEMPORARY EMPLOYEES**

The conditions of employment of temporary employees are governed in general terms by the main Agreement, while exclusions and other specific conditions that are applicable only to temporary employees are outlined in Part VIII:

#### **EXCLUSIONS**

Articles 13(o) (as related to line construction), Article 14 (with the exception of 14 (c)), Article 15 (with the exception of the preamble, (e) 4., (h) and (l)) do not apply to temporary employees.

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

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

#### **Article 47**

- (a) Temporary employees may be engaged to augment the forces of the Construction Services (CS) for a particular job or project without regard to the procedures established in Article 18 of Part I hereof. Temporary employees may also be hired by other business units to augment the regular employees for a limited time period outlined in Article 18 (a) of Part 1 hereof. Such employees will be engaged by the Employer, who will cooperate 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) The Employer will notify the Union when a temporary position(s) needs to be filled and will indicate the location and the conditions that will apply. As an option, the Employer shall have the right to request by name, members in good standing of the Union, to fill fifty percent (50%) of their requirement. If the call by name option is utilized by the Employer, preference in filling the remaining fifty percent (50%) of the temporary positions will be given to members of Local Union 258, IBEW.
  - (ii) Notwithstanding paragraph 1 (i) each business unit and area of CS may identify for name call via the IBEW hiring hall certain members on the basis of specific training, experience (e.g. subforeperson), or good safety record. In addition, if only one member is required, hiring of one member by the employer will be rotated between the name call and the



union hiring hall list, based on the requirements of the position as initially requested by CS.

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

- (iii) resignation after 90 calendar days continuous employment,
- (iv) acceptance on a regular bulletined vacancy.

(b) Layoff & Seniority (As per MoA dated Feb 18, 2011)

1. **Designation Process:** The layoff of temporary employees shall be conducted by job classification, by seniority within an employees' point of hire headquarters, 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. **Layoff Process:** In the event of the reduction of temporary employees, such employees will, at the time of layoff, have the option to replace the most junior temporary employee within their job classification, who works for the same Employer organizational unit (e.g. Power Supply, CS, T&D (Utility)) and is in the same defined Local Union Unit Area (Unit 5 and Unit 6 considered one Unit Area for this purpose) provided that:

- (i) The employee has been employed for three consecutive months at any time during their employment history with the Employer.
- (ii) The employee replaces,
  - a. The most junior employee in receipt of room and board and accepts the same entitlements associated with the point of hire of the replaced employee; or
  - b. The most junior employee not in receipt of room and board and accepts the same entitlement associated with the point of hire of the replaced employee.
- (iii) Such a replacement will only take place where other things are equal with regards to the ability of the employee to perform the remaining work. With respect to GT's this is interpreted to mean that a GT3 cannot replace a GT1 or GT2.

- (iv) The replacement will only take place where the employee will have more than two weeks work remaining.
  - (v) The replaced employee will be laid off without further recourse under this clause although the employee replaced under 2 (ii) a above may have b as an option.
3. Employees who are laid off and rehired within a twelve-month period will return to the seniority list on rehire and will be credited with the seniority they held at the time of the last layoff.
  4. Accredited classification seniority can be used to apply for a regular position in accordance with the terms of Article 18 (d) and (e).
- (c) Qualified non-trades employees can perform safety testing on hot sticks. This may include, if needed, any employee who may require assistance through Return to Work or for other workplace accommodation due to medical disability. It is agreed that in any case, the test results will be reviewed by a journeyperson.
- (d) Process for Hiring CS Apprentices (*Formerly MOU # 41*)

#### Subcommittee

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

#### Hiring

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

## Training

4. CS Apprentices will take training at a recognized post-secondary institution, and will be laid-off during the classroom training and re-instated at the end of the classroom training.
5. CS Apprentices who fail to successfully complete classroom requirements will be required to reimburse BC Hydro for all travel, expense and course costs incurred by BC Hydro.
6. When CS Apprentices attend other specific work-related training assigned by BC Hydro, BC Hydro will pay the costs of the training and, for the purposes of service and seniority in accordance with this Agreement, time spent in the training will be considered time worked.

## Rotation

7. The rotation of CS apprentices will occur as a result of assignment to crews with exposure to various projects, affording learning opportunities appropriate to a construction business environment.

## Safety

8. (i) Except for apprentice Power Line Technicians and Power Cable Technicians, no apprentice shall be called upon to come into direct contact with energized high voltage equipment or high voltage conductors which are potentially alive, until the last six months of their apprenticeship, and then only when assisting a Journey person appropriate for that contact. "High Voltage" is defined in Appendix "B", 2(c) Training.  
  
(ii) The provisions of Appendix "B" 3 (a) apply to CS Apprentice Power Line Technicians.

## Seniority and Service

9. Graduate CS Apprentices will be considered as Temporary Journey persons and will be awarded one day of seniority, for the purpose of bidding on regular positions bulletined by BC Hydro.
10. A CS Apprentice who had CS service before entering the CS Apprenticeship, and who has resigned or is removed from their apprentice program will return to their former classification and former seniority, as of the date of entry into the program.

11. CS Apprentices who had CS service in another classification before entering the apprentice program will be able to use that service for the application of benefits related to accumulated service in accordance with Part 8 of the collective agreement.

#### Layoff – Apprentices, Graduates, CS

##### Apprentices

12. Where the available work on a project is insufficient to support journeyed CS workers and indentured apprentices, then apprentices will be laid off first in accordance with their date of entry into the apprentice program.
13. If an apprentice is laid off during an apprentice program, the following will apply:
  - (i) If the layoff is for less than 6 months, the apprentice may re-enter the program without reassessment.
  - (ii) If the layoff is for 6 months or longer, the subcommittee will assess the apprentice in order to identify the stage at which they should be placed.

##### Graduates

14. Graduate CS Apprentices who do not have continuing assignment will be designated for lay off and 15 below will apply.

##### CS Layoff

15. For layoff purposes within a classification, time spent in the apprentice program will be considered as time worked.

##### Pay

16. Pay will be based on the percentages outlined in Article. 44 for Apprentices, applied to the Article 55 rates of pay for each trade classification.

#### (e) Apprentices Assigned to CS (*formerly MOU # 38*)

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

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

- Article 48: Headquarters, Transportation and Travelling Expenses
  - Article 49: Helicopters
  - Article 50: Overtime
2. Full-time regular apprentices will accumulate their SWP days during the CS assignment and those days will be taken off before their next rotation or those days may be scheduled off during their assignment when approved by the supervisor or manager.

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

### **Article 48**

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

In the Lower Mainland of B.C., the designated free area shall be defined as the region that extends from the South side of the Ironworkers Memorial Bridge, 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 (\$1.50 effective April 1, 2024) for each straight time hour worked. For employees headquartered within the defined free area of the Lower Mainland and who are assigned work at a temporary report point located beyond these defined borders, the employer will be required to provide room and board.

- (b) Notwithstanding (a) above, for employees headquartered outside the defined free area of the Lower Mainland, the Employer may establish temporary report points to which an employee may be directed to start each working day or shift and in such cases, the following shall apply:
1. A temporary report point established within the forty-eight (48) kilometres, as measured by the shortest road route from the assigned headquarters shall be considered a free zone and as such, will not attract additional payments.
  2. A temporary report point established within the forty-eight (48) kilometres to eighty (80) kilometres, as measured by the shortest road route from the assigned headquarters shall attract a personal vehicle use distance allowance equal to \$35.00 for each day the employee is directed and reports to the temporary report point.

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

- (c) When an employee is entitled to board and lodging or living out allowance in lieu thereof, and they elect, notwithstanding that entitlement, to live at their normal place of residence, they will receive living out allowance in accordance with article 15(m) for each day they report to work instead of board and lodging or living out allowance in lieu thereof.

- (d) Weekend check out

Temporary employees desiring to check out of employer provided accommodation on non-working days shall receive one-half of the living out allowance per day. In camp situations it will be necessary for the employee to sign out to be eligible for this payment. Such payments shall be in lieu of receiving room and board.

- (e) Camps

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

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

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

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

1. Job duration to exceed sixty (60) calendar days
2. No wages, expenses, allowances or travel time will be paid during the leave, although V.O. may be taken.
3. Leave will be subject to supervisor's approval to facilitate adequate manning and progress on the job.
4. Leave will be granted to a maximum of seven (7) calendar days for every forty (40) calendar days at the project site.



5. No penalties shall be incurred where leaves cannot be scheduled at exact forty (40) day intervals due to weather conditions, manning requirements, etc.
  6. Transportation will be provided to and from the nearest centre where regularly scheduled public transportation is available.
- (g) Employees who return home for the weekend or on non-working days, are required to check out of any employer provided accommodation under Article 48 (4) (d), Weekend check out.

## HELICOPTERS

### Article 49

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

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

1. An employee who during the course of a day is not required to work with a helicopter but who is transported on the job by helicopter shall for that day be paid one additional hour of normal straight-time wages.
2. An employee who during the course of a day is assigned to work directly with a helicopter and whose work during that day requires them to work on the ground shall for the day be paid a premium equal to twenty-five percent (25%) of their straight-time wages for all hours worked during that day.
3. An employee who during the course of a day is assigned to work directly with a helicopter and whose work during that day requires them to work above ground under a helicopter shall for that day be paid a premium equal to fifty percent (50%) of their straight-time wages for all hours worked during that day.
4. Human External Transport (HET) - An employee who during the course of a day is assigned to work suspended outside the helicopter (e.g. hoisting, Class "D", platform, "touch and go") shall be paid a premium equal to seventy-five percent (75%) of their straight-time wages for the time so worked or a minimum of four (4) hours, whichever is greater.

5. Nothing contained in 1., 2., 3. and 4 herein shall be construed or interpreted in such manner as will entitle an employee in any one day in respect of the use of a helicopter to claim a premium exceeding an amount equal to seventy-five percent (75%) of their straight-time wages for any hours worked during that day.
6. The words "assigned to work directly with a helicopter" contained in 2. and 3. above shall be deemed to apply only to an employee expressly and specifically directed to perform work simultaneously and in conjunction with the use of a helicopter at their station of work and nothing in the recited 2. and 3. above shall be construed or interpreted in such manner as will entitle an employee to claim helicopter premiums for any other work in advance of or preparatory to operations subsequently performed with the use of a helicopter.
7. An employee being transported on the job by helicopter shall carry with them their hand tools and safety belt together with their lunch and rain clothing when appropriate. Other line tools and rigging supplies and miscellaneous materials necessary for performance of the work shall be carried together with an employee and when appropriate shall be carried in a sling beneath the helicopter.
8. An employee who during the course of the day is assigned to work directly with a helicopter shall be covered by a death and dismemberment insurance in the amount of \$100,000 at the cost of the Employer and in accordance with the Hydro's insurance policy.

## **OVERTIME**

### **Article 50**

Article 21 is varied for temporary employees by the following:

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

**Article 51 (Deleted)**

**Article 52 (Deleted)**

## **DAY WORKERS TEMPORARILY WORKING SHIFTS**

## Article 53

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

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

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

- (h) Normal shift times may be varied by agreement to accommodate local conditions or problems between Employer and the Union. Conditions of shift differential and overtime arrangements as written will still apply.
- (i) Shift rotation will be arranged with employees so as to equalize approximately the time any one employee spends on each shift.
- (j) Any amendments to the above provisions and any other specific arrangements entailed in the shift work to be instituted shall be determined between the parties.
- (k) Shifts will be adjusted for the efficient operation of the Sodium Dispersion Manufacturing and PCB Solids Destruction Plants.

**Article 54 (Deleted)**

**Article 55 (Deleted)**

## **PART IX**

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

Shift Engineer, Vehicle Tradesperson, Automotive and Heavy Vehicle Partsperson, Driver/Helper, (includes appropriate crew supervisory classifications)

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

## **HEADQUARTERS - ARTICLE 61**

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

Vehicle Services

Edmonds garage including Horne Payne.

Commercial Property Management

(i) Edmonds complex

(ii) Dunsmuir complex

(iii) Surrey complex

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

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

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

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

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

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

2. Exceptions to 1 above are as follows:

(a) Fleet Services - Hours of Work

(i) Garages

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

\*These employees shall receive a shift differential payment of 4% of their regular rates of pay.

(ii) Head Office

07:30 - 15:30

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

premium of 8.25% of their regular rates of pay for only the regular time worked that is not within the hours of 08:00 to 16:00.

Note: Mobile employees are Mobile Truck and Transport Vehicle Tradespersons, Mobile Utility Truck and Transport Vehicle Tradespersons and may include employees of other classifications within or assigned to Fleet Services who are required to travel to a region away from their regular headquarters, including Truck and Transport Apprentices working under the direction of a Mobile Truck and Transport Vehicle Tradesperson or a Mobile Utility Truck and Transport Tradesperson.

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

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

3. (a) Fleet Services
- (i) Management will post a duty roster at each headquarters every six months.
  - (ii) The duty roster will specify the crew complement i.e. number of Mechanics, Welders, Machinists, etc., on each shift to be worked.
  - (iii) Employees will schedule themselves on the duty roster. Shift rotations will be arranged by employees so as to equalize approximately the time any one employee spends on each shift.
- (b) Shift Changes

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

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

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

4. Notwithstanding anything to the contrary in the Agreement, in the event of government action or order limiting access to BC forests due to wildfire, risk of wildfire or other forest health emergencies, the work day shall consist of seven and one-half hours at straight-time rates irrespective of the time commenced. If closure time is reached before seven and one-half hours have been worked payment will nevertheless be made for seven and one-half hours for the day. Overtime rates shall apply for those hours worked in excess of seven and one-half. Work shall be continued until closure hours with a minimum of seven and one-half hours' pay for the day. Due to the emergency conditions meals will be eaten on the job and meal periods will be paid as defined in Article 21(h).

It is understood that the foregoing arrangement of hours and rates of pay as defined above is devised to cover emergent conditions peculiar only to government action or order limiting access to BC forests due to wildfire, risk of wildfire or other forest health emergencies.

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

B. 1. Shift Employees

In the case of Shift Engineers, Chief Engineer, and any further classifications by mutual agreement by the parties for whom the requirements of service require eight hours of work in a shift, employees will be paid 7 1/2 hours straight-time wages for each



shift worked and they will be credited with one-half hour per shift worked which will be scheduled off with pay. This banked time shall not exceed +30 banked hours.

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

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

2. Shift times

(i) Shift Engineers:

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

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

4. It shall be the intent of the parties to provide for 24 hour shift operation as needs of the service demand. It is agreed that an eight hour day will be maintained provided a planned schedule shall be arranged whereby within a maximum three month period shift workers shall have time off to average out a 35 hour straight time week.

5. Shift Employee Premiums

(a) Shift employees working the #1 shift will, in addition to their regular rates of pay, receive an hourly shift differential payment of eight point two five percent (8.25%) of their regular rates of pay.

- (b) Shift employees working the #3 shift will, in addition to their regular rates of pay, receive an hourly shift differential premium of four percent (4%) of their regular rates of pay.
- (c) Shift employees working on Statutory Holidays will not receive either of the above differentials. However, shift employees scheduled to work on Statutory Holidays will, in addition to the shift differential premiums, be paid at time and one-half (1 1/2) for those days and an HMV day will be scheduled off as the Parties agreed to in Article 20(b)4(c).
- (d) Unscheduled work on Statutory Holidays will be paid at overtime rates as defined in Article 21 in addition to the regular day's pay for the Statutory Holiday and will not attract any of the above shift premiums.

## 6. Shift Changes

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

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

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

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

## **TOOL ALLOWANCE - ARTICLE 63**

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

- A. Hydro will pay a tool allowance to employees in job categories which are designated in the wage schedule. The tool allowance shall be paid bi-weekly, at \$0.60 times the number of normal hours of work (excluding overtime and any other premium time) in the payment period, except for leave of absence without pay. Employees eligible for the tool allowance

will be required to provide their own hand tools except for special tools which will be supplied by Hydro. Hydro and the Union will undertake periodic joint inspection of tool kits to ensure a minimum requirement is met.

- B. Mobile employees' tools and tool boxes shall have insurance coverage for fire, theft and tool box damage other than through normal wear and tear, provided that:
- (a) Proper security procedures are observed, and
  - (b) The employee has turned into their supervisor an up-to-date tool list, inspected and signed for authenticity by management and employee.

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

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

## **PART X**

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

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

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

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

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

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

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

#### **B. Thermal Plant Operations Technician – Shift Engineer**

The Thermal Plant Operations Technician – Shift Engineer is a Power Engineer holding a minimum of a Second Class certificate of Competency who, in addition to carrying out the duties of a Thermal Plant Operations Technician, shall act as Shift Engineer of the plant. In addition to the operation and maintenance of equipment, this person's duties shall include supervising others and issuing

instructions for the safe, efficient and proper operation, and issuing work protection.

**C. Thermal Plant Maintenance Technician:**

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

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

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

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

## APPENDIX "A"

### MEMORANDA OF UNDERSTANDING

- # 1 'Deleted'
- # 2 Power Cable Technician
- # 3 'Deleted'
- # 4 Basic Hand Tools
- # 5 Burrard Staffing
- # 6 'Deleted'
- # 7 Remote Microwave Sites
- # 8 Mica Creek
- # 9 'Deleted'
- # 10 Burrard Thermal Generating Plant
- # 11 'Deleted'
- # 12 Treatment of Indentured Apprentices Who Graduate, Resign or Are Removed From Their Apprentice Program
- # 13 Apprentices Attending Training Courses
- # 14 Employment Protection From Impact of Power Line Technicians Driving
- # 15 'Deleted'
- # 16 'Deleted'
- # 17 'Deleted'
- # 18 'Deleted'
- # 19 'Deleted'
- # 20 Co-op and Other Student Hiring
- # 21 'Deleted'
- # 22 'Deleted'
- # 23 CS General Tradespersons & Mechanical Work
- # 24 'Deleted'
- # 25 Training Courses
- # 26 Self-Funded Sabbatical Leave
- # 27A 12-Hour Shifts
- # 27B Payment of Sick Leave on 12 Hour Shifts
- # 28 'Deleted'
- # 29 Labour Relations Forum
- # 30 Joint Industry Recovery Provision
- # 31 Labourer As An Entry Level Position
- # 32 Letters of Understanding
- # 33 'Deleted'
- # 34 'Deleted'
- # 35 Vehicle Use
- # 36 Bridge River Hours of Work
- # 37 Trades Training Projects Coordinator
- # 38 'Deleted'
- # 39A Trades Trainee
- # 39B Power Line Technician Pre-Apprentice (Pre-APLT)
- # 40 Background Checks
- # 41 'Deleted'

- # 42 'Deleted'
- # 43 Hiring of PLT's into Remote Locations
- # 44 Regular Positions in Construction Services
- # 45 'Deleted'
- # 46 SCMP Transition
- # 47 'Deleted'
- # 48 WPP PIC Premium
- # 49 Apprentice Power Cable Technicians – PLT Qualified
- # 50 24 H Operations — Shift Handovers
- # 51 'Deleted'
- # 52 'Deleted'
- # 53 24/7 Shift Electricians at John Hart
- # 54 Trades Training Instructors – Rate of Pay
- # 55 'Deleted'
- # 56 'Deleted'
- # 57 'Deleted'
- # 58 Incentive Program for Temporary Relief at Fort Nelson Generation Station
- # 59 'Deleted'
- # 60 Safety Advocate Classification
- # 61 Generation Plant Operator
- # 62 Line Field Representative
- # 63 Trades Training Rotation – Trades Training Project Coordinators and Trades Training Instructors
- # 64 Regional Foreperson
- # 65 Winders and 4x10 Modified Work Week – Construction Services
- # 66 Indigenous Cultural Leave
- # 67 Gainsharing
- # 68 Machine Operator 1

**MOU # 1  
"DELETED"**

**MOU # 2  
POWER CABLE TECHNICIAN**

1. Power Cable Technician Protection

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

2. Apprentice Power Cable Technician

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

**MOU # 3  
DISCONNECTING METERS FOR NON-PAYMENT  
"DELETED"**

**MOU # 4  
BASIC HAND TOOLS**

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

**MOU # 5  
BARRARD STAFFING**

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



- b) Steam Plant Operators with Second or Third Class certificates and appropriate control room experience may be used as Steam Control Operators;

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

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

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

- 5. Prior to the operators making up the shift schedule for any month management will advise of the shift coverage required to meet the planned firing of unit boilers for that month. Operators in excess of the shift coverage requirements shall be designated as relief operators and treated as follows:

- i) Prior to making up the shift schedule for any month management will advise the operators of the days and shifts to which relief operators are to be assigned.

- 6. No steam operator bulletined to Burrard Thermal Generating Plant as at 14 January 1984 will be declared surplus as a result of the implementation of the staffing described in Item 1 above. This provision will no longer have effect on and after the date upon which the bulletined steam operator staffing at Burrard Thermal Generating Plant is reduced to the staffing described in Item 1 above.

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

**MOU # 6  
"DELETED"**

**MOU # 7**  
**REMOTE MICROWAVE SITES**

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

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

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

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

**MOU # 8**  
**MICA CREEK**

*(Amended per MOU dated July 10, 2013, and post-2014/2015 Negotiations)*

This Memorandum shall apply to regular and temporary employees headquartered at Mica Creek ("Mica").

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

1. TRANSPORTATION

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

- a. Commuting Employees may utilize BC Hydro transportation, equipped as required by the applicable Safety Acts and Regulations, to travel between Revelstoke and Mica, or between one of three (3) Remote Muster Locations and Mica, at the commencement and completion of each work week outlined in paragraph 3(a) (i). The vehicles will be of

good quality 4 wheel drive pickups or SUV's. Reasonable effort will be made to seat 2 employees to a bench seat or alternative transportation may be provided.

- b. Employees leaving or passing through Revelstoke by 08:00 (Day 1), will not lose any of their regular straight time wages as a result of delays caused by the road conditions from Revelstoke to Mica. Employees will not lose any of their regular straight time wages as a result of having to take alternative travel routes due to highway closures from the muster point(s) to Revelstoke.
- c. The Remote Muster Locations referred to in paragraph 1(a) are:
  - i) Kamloops
  - ii) Kelowna
  - iii) Vernon

Other locations along the travel route between Mica Creek and the above mentioned locations may be approved at the manager's discretion.

- d. BC Hydro will provide vehicles for transportation of employees staying in the Mica staffhouse to the Mica powerhouse, however, such normal travel will be done on the employee's own time.
- e. Where an employee for any reason is absent or otherwise misses the transportation provided by BC Hydro, the employee is then responsible for providing their own transportation at their own cost. Time lost by the employee will not be paid. If requested by an employee(s) commencing or returning from sick leave or emergency situation, BC Hydro will make a reasonable effort to provide transportation which can be used by the employee(s) to travel between the muster locations and Mica.
- f. Except where provided for elsewhere in the Memorandum when employees driving vehicles to the employee's intended destination (i.e. the muster point, powerhouse or staffhouse), it is the intent that such driving will be provided without compensation.
- g. Employees driving BC Hydro vehicles under the conditions above are covered by BC Hydro's vehicle accident insurance. Transportation of non-BC Hydro employees shall be in accordance with BC Hydro policy.
- h. BC Hydro assures that employees who are provided with transportation by BC Hydro for the purpose of travel between the muster point, staffhouse and powerhouse are covered by Workers' Compensation or equivalent.

## 2. ACCOMMODATION AT MICA

- a. Employees headquartered at Mica are not permitted to reside full-time in Mica.
- b. BC Hydro will maintain, unless otherwise agreed, the townsite recreation facilities and these facilities shall be available for the use of BC Hydro employees. BC Hydro will consult with employees prior to making changes to the existing facilities.
- c. The recreation facilities to be maintained are as follows:
  - Recreation Building which includes gymnasium, weight room, swimming pool, curling rink and jacuzzi
  - Golf course
- d. Immediate families of Full-Time Regular Employees may use the facilities outside the normal workweek at the Mica townsite for up to 35 days each year and two staff houses will be made available for family accommodation on a first come first serve basis. Other houses may be used if available.

### 3. HOURS OF WORK

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

- a. Regular Mica Hours
  - i) The hours of work for employees headquartered at Mica will normally be:

|             |                |
|-------------|----------------|
| Work Day 1: | 10:00 to 17:30 |
| Work Day 2: | 07:00 to 17:30 |
| Work Day 3: | 07:00 to 17:30 |
| Work Day 4: | 07:00 to 14:30 |

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

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

For each day worked, the employee will be paid 7.5 hours and the remaining time, less .5 hour in respect of the 7 hour work day on Day 1 and Day 4, will be credited to a Mica Days' Time Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above.

- ii) The 15-hour period noted in Art. 21(e) 1 shall be superseded by a 12.5 hour period, to correspond with the period between 17:30 and 06:00 as noted in paragraph (i) above.

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

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

- iii) No time will be credited to the Mica Days’ Time Bank under the following conditions; they will be reported as regular 7.5 hour days:
- annual vacation (AV) days
  - overtime bank (OT) days (whole or part)
  - days on Workers' Compensation (whole or part)
  - during periods of paid or unpaid leave of absence
- iv) Each sick leave day will be compensated by 7.5 hours pay. In respect of a sick leave day on Days 2 or 3, the time that would normally be worked in excess of 7.5 hours will be credited to the Mica Days’ Time Bank and will be drawn from the employee’s sick leave entitlement. In respect of a sick leave day on Day 1 or 4, .5 hour will be withdrawn from the Mica Days’ Time Bank.
- v) Notwithstanding 3(a)ii and 3(a)iii above, where an employee is absent for part of the work day, their time bank shall be none-the-less credited with time worked as designated in 3(a)i.
- vi) An employee's Mica Days’ Time Bank will be reduced by 7.5 hours for each Mica Day taken off. An AV or OT day may supersede a scheduled Mica Day.
- vii) Not later than 30 November, BC Hydro and the Union will agree on a Mica Schedule for the following year. This schedule will allocate Fridays as either SWP Days or Mica Days off in weeks in which there are no Statutory Holidays. In the case of both SWP and Mica Days, employees may be required to work on the designated Friday, taking the following Monday or Thursday off, by mutual agreement with their manager, as a day in lieu. In that case, 48 hours’ notice will be given. Where less notice is given, the provisions of Article 21 shall apply. This requirement will be exercised not more than a combined total of 20 days per year.
- viii) The provisions of Article 23(d) shall apply to employees regularly headquartered at Mica with regards to statutory holidays. i.e. when requested by employees with the approval of the Local

Union and agreed to by BC Hydro, any holidays listed in Article 23(a) which fall on a Tuesday, Wednesday or Thursday, may be taken off on either the preceding Monday or following Friday.

- ix) Where an employee is off work and in receipt of income continuance or WCB benefits, any Mica Day scheduled during that period will be superseded by those benefits.
- x) If an employee has insufficient hours in their Mica Days' Time Bank to cover a scheduled Mica Day, the employee may utilize AV or OT banks to supplement it, or they may accrue a negative balance to a maximum of five days. If AV and OT banks have been exhausted, the Mica Day may be taken as an unpaid leave of absence. Employees will be permitted, where approved by their manager, to work on a scheduled Mica Day and receive straight time credit to their Bank for time worked.
- xi) Employees who cease to be headquartered at Mica shall have positive Mica Days' Time Bank balances adjusted to zero by having positive balances reverted to their VO banks before transferring to their new headquarters. Negative balances will be recovered.
- xii) Employees who terminate employment with BC Hydro will have positive Mica Days' Time Bank balances paid out at straight time. Negative balances will be recovered on the final cheque.

b. Temporary Changes of Headquarters

- i) Where an employee headquartered at Mica is assigned on a temporary basis to another headquarters they shall assume the regular hours of work provided in Article 20(a). While on training BC Hydro may elect to have the employee either maintain their Mica work schedule or adopt the regular hours and days of work.
- ii) Where an employee regularly headquartered outside of Mica is assigned on a temporary basis to work at Mica, BC Hydro may elect to have the employee either maintain their regular hours and days of work, or adopt the hours and days of work for Mica personnel. In the latter case, the employees will have positive Mica Days' Time Bank balances scheduled off at the end of their temporary assignment to Mica; where the positive balance cannot be scheduled off it shall be paid out at 200%. Negative balances shall be forgiven. The intent will be to permit employees to work the Mica hours subject to the cost effectiveness of completing the work.

4. GENERATION PLANT OPERATOR (GPO)

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

i) The hours of work at Mica G.S. shall be:

Work Day 1: 10:00 to 17:30

Work Day 2-6: 07:00 to 17:30

Work Day 7: 07:00 to 15:00

ii) For each day worked the employee will be paid 7.5 hours and the remaining time will be credited to a Mica Time Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above. GPO's are required to be available to work on lunch breaks and therefore shall be paid for this time.

b. Standby duty will be paid two hours for each working day and four hours for each non-working day. Only 1 GPO shall receive standby per day.

#### 5. TEMPORARY EMPLOYEES

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

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

b. Employees will be provided with board and lodging without charge and they may also participate in the transportation arrangements as outlined above.

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

d. Temporary employees choosing not to participate in the transportation arrangements by working SWP days, must provide their own transportation associated with working those days.

#### 6. MICA CREEK ALLOWANCE

a. FTR employees and FTT employees who are hired for a minimum 3 month posting, and are headquartered in Mica Creek, will receive

a 20% of base wage remote incentive. The terms and conditions of stopping, suspending or continuing payments will be the same as those set out in Appendix 'C' – Remote Incentives program of the Collective Agreement.

- b. Full-time employees headquartered in Mica will earn an additional 34 Mica Days' Time Bank hours annually in recognition of work and home balance issues that can conflict more often with workers that work away from home. These additional hours shall be earned on a bi-weekly basis, and shall stop or continue being earned while on leave in accordance with Article 22(f). Employees may request to have earned and unused Mica Days' Time Bank hours paid out once per year.

**MOU # 9  
"DELETED"**

**MOU # 10  
BURRARD THERMAL GENERATING PLANT**

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

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

**MOU # 11  
"DELETED"**

**MOU # 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 # 12 as it existed in the Collective Agreement which expired 30 September 1997.

**TERMS:**

- A. An apprentice who graduates, resigns or who is removed from their apprentice program and who has continuous regular bargaining unit service immediately prior to being appointed to their apprentice position will receive the following treatment:



1. Upon graduation or removal from their apprentice program the employee will be given up to 90 calendar days to secure a regular position through the job bulletin procedure. During this time, the employee may be posted to any regular bulletin position that has not been filled through the bulletin provisions. During this transition period the employee will continue to be paid the appropriate rate; that is, graduates at the applicable trade rate and former apprentices at their apprentice rate of pay prior to exiting the program or the rate of pay appropriate for duties assigned. Extension beyond the 90 calendar days requires written agreement by the Parties.
  2. If the procedure described in (1) above does not result in the employee obtaining a regular position the Employer may "designate" the employee(s) for layoff. An employee so designated will revert to their former regular classification and layoff seniority group as at date of selection to the apprentice program and as such, Article 5 (b) 7. does not apply. On reversion the employee's layoff seniority will be calculated in accordance with Article 5(b)4 and their options will be as follows:
    - 1) subject to Item 3 below, accept layoff to the recall list; or
    - 2) accept any regular position which may be offered by the Employer provided that the Union agrees to waive the posting of a job bulletin. The Employer agrees to pay moving expenses in accordance with Article 15 and this will be considered to be an employee initiated move for subsequent moves under Article 15(e)3. An employee displaced under this provision shall be subject to Article 18(b); or
    - 3) provided the designated employee is qualified as covered by the Agreement, the employee may replace the most junior employee in their seniority group on the system.
  3. An employee who is designated for layoff under (2) above is excluded from the special recall rights as set out in Article 5(b)2.
- B. An apprentice who has graduated from the program and/or an apprentice who resigns or who is removed from their apprentice program and who does not have continuous regular bargaining unit service immediately prior to being appointed to their apprentice program will receive the following treatment:
1. Upon graduation or removal from their apprentice program the employee will be given up to 90 calendar days to secure a regular position through the job bulletin procedure. During this time, the

employee may be posted to any regular bulletin position that has not been filled through the bulletin provisions.

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

2. If at the end of the 90 day period the employee has not secured another position the employee will be terminated. Extension beyond the 90 calendar days requires written agreement by the Parties.
- C. An apprentice who has graduated from the program and who fails to secure a bulletin position in their trade classification as detailed in A. or B. above, shall retain the right to bulletin to the general classification for a period of 24 months. Article 18 seniority, for this purpose, shall be calculated as at the last day worked as a graduate in the trade general classification.

### **MOU # 13 APPRENTICES ATTENDING TRAINING COURSES**

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

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

Reasonable room and board for days in attendance at training will be paid for prior approved accommodation. In lieu, living out allowance in accordance with article 15(m) may be granted provided the employee takes lodging in the immediate vicinity of the training location. Room and board or living out allowance will also apply to weekends if the apprentice is required to stay at the temporary accommodation.

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

(b) Mileage

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

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

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

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

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

(d) Trip Home

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

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

**MOU # 14  
EMPLOYMENT PROTECTION**

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

1. Line department employees in the above classifications as at 5 November 1986 shall be placed on a list showing name, headquarters and job classification.
2. These protected employees shall not be declared surplus as a result of Linemen driving, as long as they remain in a position shown on the list.
3. Only employees named on the list may apply to bulletins for vacancies in positions on the list. In the event no listed employee applies to a vacancy in a listed position the Employer may direct a listed employee who is headquartered in the same municipal area or town as the vacancy.
4. In the event the vacancy remains unfilled, normal Article 18 procedure will apply.
5. Subject to being qualified for the job, a listed employee who bids on a position not on the list will be considered as an applicant within the same general classification and will have their seniority, for purpose of the selection, calculated in accordance with Article 5(b)4.
6. A listed employee who obtains a position of lower pay, whether listed or not, will receive red circle wage treatment. In addition the employee will retain and continue to accrue selection seniority in both their original and new general classification.
7. A listed employee who obtains a position not on the list will cease to be covered by this Memorandum and will be removed from the list, with the exception that the provisions of item 6. for wage and seniority treatment shall continue to apply.
8. Listed positions which are not bulletined when they have been vacated shall be removed from the list.
9. A listed individual who successfully bulletins from a "no backfill" position will be provided with directed move treatment for the purposes of Article 15(e).
10. In accordance with B.C. Hydro policies the Employer may provide training to listed employees in order to assist them in their transfer to non-listed positions.
11. The list which is prepared per item 1. will be updated and provided to L.U. 258 as named individuals and positions are deleted or as individuals transfer to other positions on the list.

**MOU # 15**  
**"DELETED"**

**MOU # 16  
METER TECHNICIANS  
"DELETED"**

**MOU # 17  
"DELETED"**

**MOU # 18  
"DELETED"**

**MOU # 19  
"DELETED"**

**MOU # 20  
CO-OP AND OTHER STUDENT HIRING**

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

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

1. B.C. Hydro and the IBEW will work together to provide information regarding co-operative education programs to IBEW members as well as others in the education system.
2. Unless otherwise agreed, students will not normally work longer than four months in duration after which time the student will be terminated without regard to any other provision in the Collective Agreement.
3. When recruiting co-op students, the Employer will give preference to Local 258 members in good standing, subject to reasonable consideration of merit and efficiency. Other students will be hired primarily on a local basis subject to qualifications.
4. The IBEW will be advised of the selected students' names, locations, positions and departments.
5. These temporary hires will be classified as Co-operative Education Students or Students. They will be covered by the terms and conditions of the collective agreement with the following exceptions:

- (a) Students will not be entitled to SWP days, sick leave, pension or benefits.
  - (b) Students will not be eligible to apply for positions through the bulletining procedure.
  - (c) Students will be considered “non-room and board”.
  - (d) Students will receive wages rates in line with point (6) below.
6. Students will receive salary treatment which is competitive with community standards. These rates will be reviewed and agreed to by the Parties annually, or at the request of either Party.

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

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

**MOU # 21**  
**“DELETED”**

**MOU # 22**  
**“DELETED”**

**MOU # 23**  
**GENERAL TRADESPERSONS AND MECHANICAL WORK**

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

- (a) Providing a long-term solution to the Union’s concerns regarding perceived parity problems between regular Mechanics and CS General Tradesperson employed as Mechanics.
  - (b) Maintaining existing flexibility in the workplace.
1. It is acknowledged and accepted that a long standing practice exists wherein CS utilizes their General Tradesperson for mechanical work on new

construction, reconstruction and rebuild projects, as well as in Diesel Plants and Hydro shops. This work is performed without enhancement to the General Tradesperson's wage rates.

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

**MOU # 24  
"DELETED"**

**MOU # 25  
TRAINING COURSES**

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

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

2. Employees involved in training activities covered by MOU #25 will be entitled to the meal options outlined in paragraph 3 below on a day when the following two conditions are met:
  - (a) the employer did not provide a dinner meal; and
  - (b) the employee engaged in training-related activities, including but not limited to travel time, for more than two hours beyond the end of their normal hours of work.
3. On a day when the conditions in paragraph 2 above are met, an employee is entitled to one of the following meal options for that day:
  - (a) three quarters (3/4) of an hour of additional straight time pay; or
  - (b) 30 minutes of straight time pay (for the time spent eating a meal) and a reasonable meal expense in accordance with Article 15(f)(i).
4. The Parties further agree that employees traveling outside the normal hours of work or attending training sessions on Saturday or Sunday (excluding Statutory Holidays) or hours other than the normal hours of work shall receive straight-time wages for the total hours involved or at the employee's

option, receive equivalent straight-time off at a time mutually agreed to with their manager.

5. With respect to shift workers the Employer shall identify such training requirements and notify shift employees, via the shift scheduler. In accordance with Article 20 (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.
6. Expenses associated with attendance at the training course will be covered as per the terms of the Collective Agreement.

**MOU # 26**  
**SELF-FUNDED SABBATICAL LEAVE**

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

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

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

**MOU # 27A**  
**12-Hour Shifts**  
(Previously MOU # 27)

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



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

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

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

For a 12-hour shift rotation, the start and stop times of each shift shall be determined by the employees involved and submitted for approval in accordance with the provisions of Article 20 (b) 5. Each scheduled 12-hour shift must be followed by another 12-hour shift in a 24-hour period. All other scheduled days of work, including spare shifts shall consist of eight (8) hours. The exception being, stand alone 12-hour shifts at any given location may be scheduled, when agreed to in writing, between the Employer and the Union. The Parties agree the employer may schedule up to 7 stand alone 12 hour shift on the shift schedule at FVO. No employee will be laid off as a result of this agreement. For each 12-hour shift worked, shift employees will be paid seven and one-half (7.5) hours straight time wages for each shift worked and they will be credited with four and one-half (4.5) hours QV for each 12-hour shift worked. For shift employees working an 12-hour shift rotation, Article 20 (b) 5. (e) is varied to provide that QV days shall be scheduled off to maintain an employee's QV bank within the limits of plus 40 hours or minus 20 hours at the end of any calendar month. As an employee sick on a scheduled 12-hour shift will not be banking four and one half hours QV for these days the employee may work QV days as a spare shift, within the intent of Article 20 (b) 5 (a) on a posted schedule so that QV not earned on sick days will not have to be taken off.

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

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

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

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

**MOU # 27B**  
**PAYMENT OF SICK LEAVE ON 12 HOUR SHIFTS**  
*(Previously MOU # 47)*

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.

**MOU # 28**  
**"DELETED"**

**MOU # 29**  
**LABOUR RELATIONS FORUM**

This Memorandum of Understanding has been revised to reflect a new focus for the Parties during the term of the Collective Agreement dated April 1, 2012 to March 31, 2014, so that they may be better positioned to resolve issues from either Party during the next round of bargaining or earlier as may be mutually agreed. Toward this objective, a Labour Relations Forum will be re-constituted to convene immediately following ratification.

There will be senior representatives assigned from each Party. The representatives will coordinate their respective agendas and will work toward resolution of issues brought forward. Other participants may be brought in by the Parties on an "as required" basis to act as a resource in helping resolve the issues.

Initial list of issues to be discussed include:

- Gaining a shared understanding of the wages, benefits and working conditions of comparator organizations.
- New ways and means of delivering productive, efficient and cost effective rates to our customers.
- Improving relationships in the field.
- Wage anomalies.

The Parties believe that in order to continue to foster positive labour relations there must be open communications and trust between the Parties with a continuous and consultative approach to resolving issues of concern.

### **MOU # 30 JOINT INDUSTRY RECOVERY PROVISION**

During discussions in 1998, the Parties agreed as follows:

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

### **MOU # 31 LABOURER AS AN ENTRY LEVEL POSITION**

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

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

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

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

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

**MOU # 32**  
**LETTERS OF UNDERSTANDING**

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

**MOU # 33**  
**“DELETED”**

**MOU # 34**  
**LEAVES OF ABSENCE**  
**“DELETED”**

*(Language incorporated into Article 25 (e))*

**MOU # 35**  
**VEHICLE USE**

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

1. BC Hydro has arranged special insurance and will provide equivalent WCB coverage in the event WCB benefits were denied where an employee is injured while commuting on the employee's own time in a Hydro vehicle in order to improve customer service after regular hours.
2. Given that the WCB Act provides for an independent review of the initial adjudication by the Board, BC Hydro is prepared to resolve the issue of equivalent WCB coverage by agreeing that in the event an employee is not satisfied with the adjudication by Confederation Life for claims under this rider only, the Business Manager of the IBEW Local 258 and the Manager of Labour Relations will meet and review with regard to a resolve. In the event they are unable to achieve one, referral to an appropriate agreed to 3<sup>rd</sup> party will be made for a final and binding decision.

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

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

**MOU # 36**  
**BRIDGE RIVER**  
*(Amended per MOU dated March 10, 2015)*

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

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

**1. HOURS OF WORK**

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

(i) Work Day 1: 10:30 to 17:30

Work Day 2: 07:00 to 17:30

Work Day 3: 07:00 to 17:30

Work Day 4: 07:00 to 15:00

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

For each day worked the employee will be paid 7.5 hours and the remaining time, less 1 hour in respect of the 6.5 hour work day on Day 1, will be credited to a Bridge River Time

Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above.

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

- (ii) The 15-hour period noted in Art. 21(e)1 shall be superseded by a 12.5 hour period to correspond with the period between 17:30 and 06:00 as noted in paragraph (i) above.

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

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

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

- annual vacation (AV) days
- overtime bank (OT) days (whole or part)
- days on Workers' Compensation (whole or part)
- during periods of paid or unpaid leave of absence

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

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

- (vi) An employee's Bridge River Time Bank will be reduced by 7.5 hours for each Bridge Day taken off. An AV or OT bank day may supersede a scheduled Bridge Day.

- (vii) Not later than 30 November, BC Hydro and the Union will agree on a Bridge River Schedule for the following year. This schedule will allocate Fridays as either SWP Days or Bridge Days off in weeks in which there are no Statutory Holidays. In the case of both SWP days or Bridge Days, employees may be required to work on the designated Friday, taking the following Monday or Thursday off, by mutual agreement with their manager, as a day in lieu. In that case, 48 hours' notice will be given. Where less notice is given, the provisions of

Article 21 shall apply. This requirement will be exercised not more than a combined total of 20 days per year.

- (viii) The provisions of Article 23(d) shall apply to employees regularly headquartered at Bridge with regards to statutory holidays.
- (ix) Where an employee is off work and in receipt of income continuance or WCB benefits, any Bridge Day scheduled during that period will be superseded by those benefits.
- (x) If an employee has insufficient hours in their Bridge Day Time Bank to cover a scheduled Bridge Day, the employee may utilize AV or OT banks to supplement it, or they may accrue a negative balance to a maximum of five days. If AV and OT banks have been exhausted, the Bridge Day may be taken as an unpaid leave of absence. Employees will be permitted, where approved by their manager, to work on a scheduled Bridge Day and receive straight time credit to their Bank for time worked.
- (xi) Employees who cease to be headquartered at Bridge River shall have positive Bridge River Day Time Bank balances adjusted to zero by having positive balances reverted to their OT banks before transferring to their new headquarters. Negative balances will not be recovered.
- (xii) Employees who terminate employment with BC Hydro will have positive Bridge Day Time Bank balances paid out at straight time. Negative balances will be recovered on the final cheque.

b. Temporary Changes of Headquarters

- (i) Where an employee headquartered at Bridge River is assigned on a temporary basis to another headquarters they shall assume the regular hours of work provided in Article 20(a). While on training BC Hydro may elect to have the employee either maintain their Bridge River work schedule or adopt the regular hours and days of work.
- (ii) Where an employee regularly headquartered outside of Bridge River is assigned on a temporary basis to work at Bridge River, BC Hydro may elect to have the employee either maintain their regular hours and days of work, or adopt the hours and days of work for Bridge personnel. In the latter case, the employees will have positive Bridge River Time Bank balances scheduled off at the end of their temporary assignment to Bridge River; where the positive balance cannot be scheduled off it shall be paid out at 200%. Negative balances shall be forgiven. The intent is to permit

employees to work the Bridge hours subject to the cost effectiveness of completing the work.

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

- a. Employees headquartered at Bridge River are not permitted to reside full-time in the Bridge River town site.
- b. With the exception of local residents who reside in their own homes ("Local Resident Employees") employees may reside in the BC Hydro staff houses during the workweek without charge. Staff houses will be maintained to reasonable standards.
- c. A food allowance of \$59.80 will be paid to employees for each day they are performing work at Bridge River. For clarity this does not include days off. Beginning April 1, 2023 this food allowance shall be increased by the general wage increase percentages on the applicable date (e.g. April 1).
- d. Immediate families of Full-Time Regular Employees may visit them at the Bridge River townsite for up to 30 days each year and one staff house will be made available for family accommodation on an as needed basis. For these visits to the townsite, a food allowance in the amount of \$44.00 per day will be provided for one of the members of the immediate family.

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

## **3. DUTY ELECTRICIAN**

- a. To provide full-time coverage at Bridge River each week an Electrician will be designated the Duty Electrician.
- b. All Bridge River Electricians with a minimum WPP System Category C, local components, and switching endorsements for all Bridge stations will be included in the Duty Electrician rotation. Duty shifts shall be assigned in an equitable as possible manner, taking into account vacation schedules and other considerations. Foreperson shall be exempt from Duty Electrician shifts unless mutually agreed upon between the Foreperson and the manager.
- c. Total hours (regular, Bridge, stat and SWP) recorded for the two week period shall be the same as the employees working the regular Bridge River work schedule. The shift schedule is as follows:



- (i) Monday: 10:30 to 17:30  
Tuesday: 07:00 to 17:30  
Wednesday: 07:00 to 17:30  
Thursday: 07:00 to 17:30  
Friday: 07:00 to 16:30  
Saturday: 07:00 to 16:30  
Sunday: 07:00 to 16:30  
Monday: 07:00 to 11:30

A half-hour unpaid lunch break will be taken during these hours of work, except on the last Monday shift.

For each day worked the employee will be paid 7.5 hours. Hours worked beyond 7.5 hours will be credited to the Bridge River Time Bank and on the Mondays hours will be taken from the Bridge River Time Bank to equal 7.5 paid hours for the day. Overtime will be paid for time worked in excess of the daily hours of work as set out above.

Bridge River, SWP and/or stat days, as per the Bridge River schedule, will be recorded for the Tuesday and Wednesday that is not worked. Unpaid weekend days in lieu (MV days) shall be recorded for the Thursday through Sunday that is not worked.

- d. The Duty Electrician will be on standby and is required to keep their radio on and be in condition to work at all times. Standby duty will be paid two hours for each working day. Standby is not paid for the last Monday shift.
- e. When the Duty Electrician works on a statutory holiday, they shall be compensated as per Article 20 (b) 4. The statutory holiday is the designated statutory holiday on the Bridge River schedule. If the designated statutory holiday falls on Monday the Manager and Duty Electrician shall agree on a coverage plan. If agreement can't be reached the Duty Electrician shall elect one of the following to ensure coverage until the start of the regular shift on Tuesday:
  - (i) Leave as per normal at 11:30 on Monday, compensated as per Article 20 (b) 4 and arrange standby coverage with another Electrician until the regular shift on Tuesday, or
  - (ii) Work from 07:00 to 16:30 on Monday and from 07:00 to 11:30 on Tuesday. They shall be compensated at 1.5x (regular hours at stat premium rate) from 07:00 to 11:30 on Monday and at 2x (OT rate) for all additional hours on Monday and Tuesday. They shall receive 2 hours standby pay for the Monday.

- f. Electricians working the Duty Electrician shift shall have a minimum of 3 duty shifts off before their next scheduled Duty Electrician shift. If this is not possible the weekend hours (defined as the hours worked that are outside the regular Bridge River work schedule) shall be paid at double-time. Otherwise all weekend hours worked will be at straight-time.
- g. A weekend shift (34 hours worked Thurs to Mon) shall be possible with mutual agreement between the manager and any volunteering employee. Standby shall be paid for days worked. Hours worked for the voluntary weekend shift shall be at straight time, even if more than one shift is worked in a month.

#### **4. TEMPORARY EMPLOYEES**

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

- a. Employees will be hired in accordance with Article 47, with the exception that the point of hire, irrespective of the individual's location, will be deemed to be Bridge River.
- b. Employees hired directly into Bridge River will be provided with lodging in the staff house without charge.
- c. Hours and days of work shall be the same as for regular Bridge River employees, and temporary employees shall participate in the banking of Bridge River hours. Upon termination, positive Bridge River balances will be paid out at straight time and negative balances will be recovered on the final pay cheque.

#### **5. TRANSPORTATION**

- a. Commuting Employees may utilize BC Hydro transportation, equipped as required by the applicable Safety Acts and Regulations, to travel between Lillooet and Bridge River, or between one of five (5) Remote Muster Locations and Bridge River, at the commencement and completion of each work week outlined in paragraph 1(a)(i). Time spent in travel will not be paid as time worked.
- b. The Remote Muster Locations referred to in paragraph 5(a) are:
  - (i) Kamloops
  - (ii) Vancouver
  - (iii) Lillooet
  - (iv) Vernon
  - (v) Pemberton

Other locations may be approved at the manager's discretion.

- c. Where an employee for any reason is absent or otherwise misses the transportation provided by BC Hydro, the employee is then responsible for providing their own transportation at their own cost.
- d. Employees may utilize company vehicles for personal use in and around the town site and to Seton Portage at no charge. The employer reserves the right to limit the number of vehicles utilized for this purpose.
- e. Employees may also utilize company vehicles for personal use outside the townsite or in the case of an emergency as far distant as Lillooet. Employees will record the mileage for each such trip in a logbook and the standard charge per Vehicle Services Bulletin #2301R related to the use of personal vehicles, will be deducted from the employee's pay on a quarterly basis. The Plant Manager reserves the right to limit when, how and where company vehicles are used.
- f. Employees driving Hydro vehicles under the conditions above are covered by BC Hydro's vehicle accident insurance. Transportation of non-BC Hydro employees shall be in accordance with company policy.

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

- a. Employees may occasionally use the Crew Boat to travel from Bridge River to Lillooet for personal reasons, subject to operational, weather, and other considerations including operator qualifications, safety, and liability issues, and prior approval from the Plant Manager. Employees using the Crew Boat for personal use assume all responsibility and liability stemming from that use except for mechanical failure or other damage not related to negligence or misuse.
- b. Transportation of non-BC Hydro employees shall be in accordance with company policy.
- c. Except as noted above, all rules, regulations, policies, and procedures pertaining to use of the Crew Boat while on the job will apply.
- d. The use of the Crew Boat will be co-ordinated through the Plant Manager based on requests received and having regard to the considerations outlined in paragraph (a) above and other bona fide considerations.

## **8. BRIDGE RIVER ALLOWANCES**

- a. FTR employees, and FTT employees who are hired for a minimum 3-month posting and are headquartered in Bridge River, will receive a 20% of base wage remote incentive. The terms and conditions of stopping suspending or continuing payments will be the same as those set out in Appendix C – Remotes Incentives program of the Collective Agreement.
- b. Full-time employees headquartered at Bridge River will earn an additional 34 Bridge River Time Bank hours annually in recognition of work and home balance issues that can conflict more often with workers that work away from home. These additional hours shall be earned on a bi-weekly basis, and shall stop or continue being earned while on leave in accordance with Article 22 (f). Employees may request to have earned and unused Bridge River Time Bank hours paid out once per year.

### **MOU # 37** **TRADES TRAINING PROJECTS COORDINATOR** *(As per LoA dated February 21, 2000)*

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

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

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

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

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

**MOU # 38**  
**APPRENTICES ASSIGNED TO CONSTRUCTION BUSINESS UNIT (CBU)**  
**"DELETED"**

*(Language incorporated into Art 47 (e))*

**MOU # 39A**  
**TRADES TRAINEE**

*(Renumbered and amended per MOU dated May 20 2014, and post-2014/2015  
Negotiations; previously MOU #39)*

The Parties wish to create a career path into BC Hydro trades through the establishment of a Trades Trainee position. These positions will facilitate the entry of individuals into BC Hydro Apprenticeship programs by allowing them to develop their skills so that they are equipped to apply on an Apprenticeship and by allowing BC Hydro to assess their suitability to be an Apprentice based on their on-the-job performance.

Where there is a conflict between the terms of this Memorandum of Understanding and the Collective Agreement, this Memorandum of Understanding prevails. Other issues not identified in this MoU are covered under the conditions of the Collective Agreement.

**PART 1 – TRADES TRAINEE**

Description

1. The Trades Trainee is established as a two-year temporary position under this Memorandum of Understanding. The Trades Trainee is a temporary employee who has achieved limited skill in any trade. A Trades Trainee shall work under the direct and continuous supervision of a trades person to whom they have been assigned.

The Trades Trainee shall be hired into the various trade streams and will assist with duties within the applicable classification.

### Selection

2. Example: the minimum requirements for entry into the Trades Trainee position are:
  - a. Grade 12 Graduation or equivalent (i.e. GED), with Math 11 and Physics 11,
  - b. Class 5 and
  - c. Trades and mechanical aptitude such as construction experience, mechanical, or electrical trades exposure.
3. The selection into the Trades Trainee position shall be made by BC Hydro on the basis of its assessment of the candidates' suitability. BC Hydro will inform the Union about the locations for which it is hiring Trades Trainees and IBEW Local 258 members referred by the Union will be given consideration along with other candidates.
4. The Union will be advised of the selected candidates' names, locations, and departments.
5. Minimum requirements for entry into the BC Hydro Apprenticeship programs remain unchanged.

### Compensation

6. The hourly wage rate for the Trades Trainee is 82.18% of the hourly rate of a first term apprentice in the job classification the Trades Trainee has been assigned to.
7. During the term of their employment, the Trades Trainee may be directed by BC Hydro to work in different locations, in which case BC Hydro will either provide room and board or a standard paid move, whichever is least costly.
8. The Trades Trainee will be eligible to participate in the health and welfare benefits program applicable to temporary employees.
9. They will be entitled to participate in the BC Hydro pension plan as per other temporary employees.

### Other Conditions

10. A Trades Trainee will be considered to be an external candidate for the purposes of bidding on positions.
11. An addition of a Trades Trainee to a crew or journeyperson shall be treated as the addition of an apprentice for the purposes of triggering a foreperson or

subforeperson designation under article 34 of the collective agreement. For clarification, a single journeyperson working with a Trades Trainee does not trigger a change of status.

12. Nothing in this MOU precludes BC Hydro from terminating the employment of the Trades Trainee for operational reasons, or unsuitability, without triggering any layoff or seniority rights or other benefits that flow from termination under the collective agreement.

#### Entry into Apprenticeship Program

13. A Trades Trainee will only be eligible to apply for the apprentice program after working for a minimum of 6-months and are expected to have been successful in entering the BC Hydro Power Line Apprenticeship program within the 2-year term. If by the end of two years they have not been selected by merit and efficiency into the Apprenticeship program, their employment will be terminated without regard to the provisions of the Collective Agreement.

#### Current Internal Employees interested in the Trades Trainee Program

14. Regular internal employees and FTT employees who have been in their current position more than 12 months who are interested in becoming a Trades Trainee for the purpose of applying on an apprenticeship may be eligible for a rotation of a set term of approximately 6 months or until the closest apprentice bid date. During this rotation the employee will keep their status wage rates and associated benefits.. The number of persons accepted for a rotation will depend on operational requirements and availability of positions.
15. For the purposes of “preference” under Appendix B 1(b), internal candidates, including Trade Trainees will be selected on the basis of merit and efficiency.

Please see appendix A at the end of this document for eligibility.

#### Appendix A (for MOU # 39A)

For an existing internal employee to be eligible for a rotation into the Trades Trainee Program, they must first apply on an apprenticeship. Entry into the Trade Trainee position for Internal employees will arise from applying for an apprenticeship position. If the employee does not receive an apprenticeship position, the committee may invite them to become a Trades Trainee based on merit and efficiency.

Eligible employees will only be considered for one rotation into the Trades Trainee Program.

BC Hydro may backfill the employees’ position, if required, while the employee is on rotation as a Trades Trainee. If the employee is an FTR, they will return to their FTR position if they are unsuccessful in obtaining an apprenticeship. If the

employee is an FTT, all applications of the article 47 (b) of the current Collective Agreement shall apply.

**MOU # 39B**  
**POWER LINE TECHNICIAN PRE-APPRENTICE (Pre-APLT)**  
*(Signed May 20, 2014)*

The Parties agree to establish an enhanced pathway for entry into BC Hydro's Apprentice Power Line Technician Program through the creation of a Power Line Technician Pre-Apprentice position. These positions will facilitate the entry of individuals into the BC Hydro's Apprentice Power Line Technician (PLT) Program by allowing them to undergo an enhanced training experience which better equips them with the skills needed to safely and successfully transition through the PLT Apprenticeship.

**Description:**

1. The Power Line Technician Pre-Apprentice (Pre-APLT) is established as a FullTime Temporary position. It will entail a twelve (12) month period which will include six (6) weeks of Formal ITA approved, Level 1 Apprentice PLT Technical Training. The Pre-APLT Program will be a pre-requisite for entry into the BC Hydro Apprentice PLT Program.
2. The Pre-APLT Program is an integral portion of the education and development provided to a worker as they transition into the Apprentice PLT regular workforce. It is an expectation that the Pre-Apprentice will utilize the Level 1 technical and practical training received at the Trades Training Centre when working on the job in the field.
3. Encompassed in their practical training the Pre-APLT may perform work that a Level 1 APLT performs with the exception of working on High Voltage Equipment and Conductors following the completion of the ITA Level 1 Training portion of the Pre-Apprenticeship Program. The Journeyman PLT to whom the Pre-APLT has been assigned will assess the Pre-APLT at any time to ensure that they're capable of performing these tasks safely and effectively.
4. A Pre-APLT will complete work assignments as a Level 1 Apprentice PLT.  
Following a combination of twenty-six (26) weeks of classroom and field training, a Pre-APLT will be able to perform up to work voltages of 120/240 Single Phase only.
5. A Pre-APLT shall work in compliance with the Safety Practice Regulations (SPR), Occupational Safety and Health Regulations (OSH), and Work. Safe BC Rules and Regulations with regards to crew complement.



## **Selection:**

6. The minimum requirements for entry into the Pre-APLT Program shall be:
  - a) Grade 12 Graduation with English 12, Math 11, and Physics 11;
  - b) A Class 5 Driver License with Air Break Endorsement; and,
  - c) Trades and mechanical aptitude, which may include previous construction experience, mechanical, or electrical trades exposure.
7. IBEW Local 258 members referred by the Union and internal IBEW applicants will be given consideration along with other candidates in the selection process. In all cases a candidate must be deemed suitable for acceptance into the program. Selections shall be based on candidates' merit and efficiency. In selecting Pre-APLT's, preference will be given to Local Union IBEW members in good standing, who are working for BC Hydro provided they are deemed suitable, meet the minimum requirements for the position and their merit and efficiency ratings are relatively equal with other candidates.
8. Selections shall be conducted by BC Hydro on the basis of an assessment which will include a formal evaluation and interview process ("Skills Evaluation and Interview Boot Camp") to normally take place at the BC Hydro Trades Training Centre.
9. The Union will be advised of the selected candidates' names, locations, and departments following completion of the selection process.

## **Transition into the PLT Apprenticeship Program:**

10. BC Hydro APLTs shall have successfully completed a Pre-APLT Program prior to being eligible for entry into the PLT Apprenticeship Program. A Pre-APLT shall work for 12 months, (including school time), and then apply for indentureship as a BC Hydro Power Line Technician Apprentice Program. Indentureship into the APLT Program shall be based on the successful completion of Pre-Apprentice School, including ITA Approved Level 1 APLT Training, achieving the required APLT prerequisites, satisfactory Pre-Apprentice Performance Reports, and a final suitability assessment.
11. Minimum academic requirements to become indentured as a BC Hydro APLT will be successful completion of English 12, Math 11 and Physics 11.
12. All Performance Reports will be reviewed by the A&TTC APLT Subcommittee and the Sub-Committee will make recommendation for APLT Indentureship or recommendation for removal from the Pre-Apprentice Program. Where the Sub-Committee cannot agree, the final decision shall rest with BC Hydro. If the Union disagrees with BC Hydro's decision the matter will be resolved through arbitration.

13. For Pre-Apprentices who are not successful in obtaining a PLT Apprentice Position and who do not have previous employment with BC Hydro immediately prior to being employed as a Pre-Apprentice shall be dealt with in accordance with the procedures outlined in MOU #12, part B. For Pre-Apprentices with employment immediately prior to employment as a Pre-Apprentice refer to MOU 12 part A. If the employee with prior employment was an FTT, all applications of article 47 (b) of the current Collective Agreement shall apply.

**Compensation:**

14. The wage rate for the PLT Pre-Apprentice is \$25.57 effective August 1, 2013 as per the current Collective Agreement.
15. During the term of their employment the Pre-Apprentice may be directed by BC Hydro to work in different locations, in which case BC Hydro will provide either room and board or a standard paid move, whichever is least costly.
16. A PLT Pre-Apprentice will be eligible for benefits as any FTT employee including participation in all health and welfare benefit programs.

**Other Conditions:**

17. A PLT Pre-Apprentice will be considered to be an external candidate for the purposes of bidding into other BC Hydro jobs.
18. The BC Hydro/IBEW A&TTC PLT Sub-Committee shall be responsible for the oversight of Technical and Practical Training and Practical Skill Development for Pre-Apprentices and the advancement of Pre-Apprentices into the Apprentice PLT program.
19. Recommendation for continued advancement in the Pre-Apprentice Program or removal from Pre-Apprentice Program shall be made on a monthly basis following review of A&TTC Pre-Apprentice performance reports and based on the successful completion of all technical and practical competency evaluations at the Trades Training Center during Level 1 Training, and completion of practical evaluations at the job site.
20. Based on operational requirements and with seventy-two (72) hours' notice, a Pre-APLT may be required to work shift work in a two (2) shift operation in accordance with Appendix G.

**MOU # 40**  
**BACKGROUND CHECKS**  
*(Amended post-2014/2015 Negotiations)*

## **Purpose**

1. To help protect BC Hydro's Critical Assets, Critical Cyber Assets, and operations through the reasonable exercise of Corporate due diligence and compliance with BCUC orders and applicable regulatory and industry requirements.

## **Reference Check**

2. Before hire, where appropriate, the Company reserves its right to require that a candidate provide external references whom the Company can contact regarding their previous employment. The results of these checks will be considered by the Company in making its selection decision.

## **Education Verification and Professional Qualification Check**

3. In instances where the Company determines that a position requires specific qualifications or level of education, a candidate and/or employee will be asked for consent to allow the Company to verify these qualifications and education, as listed on their resume or application. The results of this verification will be considered by the Company in making its selection decision.

## **New Hires**

4. The Company reserves its right to require that a candidate for any position, before hire, undergo a Criminal Records Check ("CRC"). New hires shall have their initial CRC's reviewed by Human Resources and/or Employee Relations.

## **Security Sensitive Positions (SSPs)**

5. SSPs are positions where employees have authorized cyber or authorized unescorted physical access to and/or control over BC Hydro's Critical Assets (CAs), Critical Cyber Assets (CCAs) and operations. The parties have already identified SSPs in the current collective agreement as Appendix "A" positions.
6. From time to time, other positions may be added to Appendix "A", however, any new additions will be subject to the following process:
  - (i) BC Hydro will provide the Union with a list of all additional newly identified SSPs and incumbents that are identified and require Criminal Records Check (CRCs) and associated security compliance training. This list will be provided to the Union on a confidential basis, and the Union and Company will review the SSPs and incumbents prior to finalization.
  - (ii) The Union may withhold approval of any SSP if it believes the inclusion is not reasonable in relation to the applicable regulatory and/or industry requirements. Union approval will not be unreasonably withheld. Should the Union withhold approval, the Union will refer the matter directly to arbitration within ten (10)

working days and the Arbitrator will make a final and binding decision on the reasonableness of BC Hydro's decision. The parties agree to process the matter to arbitration expeditiously.

- (iii) Either by consent or arbitrator's order, employees captured in any newly identified SSP, will undergo a Criminal Records Check ("CRC") including identity verification and appropriate security compliance training.

### **Criminal Records Check (CRC)**

7. All existing Appendix "A" employees are required to undergo a CRC every seven (7) years including identification verification as long as they continue to occupy an Appendix "A" position. Any such employee who has not had a CRC completed in the seven (7) years pre-dating (date of ratification), will be required to do so.
8. Employees hired into Appendix "A" positions after (date of ratification) are required to undergo a CRC prior to their commencement in the role and every seven (7) years thereafter as long as they continue to occupy an Appendix "A" position. While undergoing the CRC process the employee will remain in their current position.
9. For employees in SSPs, BC Hydro shall use a third party to complete the CRC process. That third party will filter out convictions clearly unrelated to the employee's role at BC Hydro. Only those convictions which may potentially be related to the employee's role will be referred to HR/ER.
10. All employees required to undergo a CRC will provide BC Hydro, or its designate, with written consent, a Release or whatever may be necessary to fulfill the terms of this MOU.
11. All Appendix "A" employees are required to disclose to the Company any and all criminal charges or convictions immediately following such event. Such disclosures shall be identified on the "Self-Disclosure Form" and submitted to the third party identified by BC Hydro. Only those convictions which may potentially be related to an employee's role will be referred to Employee Relations.
12. BC Hydro will review all relevant CRC results and determine whether the conviction impacts the employee's job. BC Hydro will not decide that a criminal conviction is related to employment without discussion with the affected employee and, if requested, their union. If it is decided that the conviction is related to the employee's Appendix "A" position, BC Hydro will, except in extraordinary cases such as where an employee has given BC Hydro just cause for discipline, attempt to accommodate the employee, in consultation with the Union:
  - (i) within their current position by re-bundling duties without loss of pay; or,

- (ii) by placing the employee into another vacant position at BC Hydro, without loss of pay; or
  - (iii) in some other way that is mutually agreeable to the parties.
13. If BC Hydro cannot reasonably accommodate an employee according to 12 above, the employee will be given layoff notice and/or severance pay under Article 5(b)6. The layoff and recall process outlined in Article 5(b) will not otherwise apply.
14. This MOU does not impact the company's right to discipline for just cause. Similarly either party's right to grieve any aspect of this MOU is preserved.
15. The parties acknowledge that the collection and use of CRC's is highly sensitive personal information. To that end, the parties acknowledge their obligation to handle all such material in a highly confidential manner and in keeping with their obligations under the Freedom of Information and Protection of Privacy Act.

**APPENDIX "A" – Security Sensitive Positions Requiring a Criminal Records Check including identification verification**

- 1. Communication, Protection and Control Technologist
- 2. Outage Scheduler
- 3. Interchange/Plant Operator
- 4. Load Operator
- 5. System Operator
- 6. Telecommunications Network Controller
- 7. Electricians at GMS, Revelstoke, PNC and Mica
- 8. Foreperson and Sub-Foreperson at GMS
- 9. Other employees in newly identified Security Sensitive Positions (SSP's)\*.

\*BC Hydro is making efforts to narrow the impacted group.

**MOU # 41**  
**PROCESS FOR HIRING CS APPRENTICES**  
**"DELETED"**  
*(Language has been incorporated into Art 47 (d))*

**MOU # 42**  
**USE OF LINE TRUCK OPERATOR**  
**"DELETED"**

**MOU # 43**  
**HIRING PLTs INTO REMOTE LOCATIONS**

1. In acknowledgement of the challenge of hiring Power Line Technicians (PLT) into certain remote locations, the parties agree that the Employer may post bulletin(s) for PLT(s) that identifies an established headquarters away from the remote location and that stipulates that 50% of the work time will be spent working in the remote location. The parties will agree in writing to which locations can be considered remote for the purposes of this Memorandum of Understanding, and will further agree on the length of the rotation period.
2. The selection to the position pursuant to this MOU would be on the basis of merit, efficiency and seniority, and the employee selected to this position would be paid at the Subforeperson rate of pay and, while working in the remote location, would receive seven-day standby pay.
3. The employee would not be eligible for any isolation allowance pay that may be applicable in respect of the remote location.
4. Other terms and conditions may be agreed to by the parties with respect to a particular location.

This Memorandum is effective April 1, 2006 and will expire at the expiry of the Collective Agreement unless renewed by the parties.

*Signed April 21, 2006*

#### **MOU # 44 REGULAR POSITIONS IN CONSTRUCTION SERVICES**

WHEREAS BC Hydro wishes to create a number of regular Foreperson positions within Constructions Services in order to provide a core leadership group for the Construction Services temporary workforce;

AND WHEREAS the Union is agreeable to the establishment of these positions;

THEREFORE the Parties agree on the following terms and conditions governing the establishment and population of these positions and the working conditions associated with such positions.

Where this is conflict between the terms of this Memorandum of Understanding and the Collective Agreement, this Memorandum of Understanding prevails.

#### **Establishment of Positions**

1. The positions and their associated locations identified in Appendix "A" attached to this agreement are hereby converted from temporary to regular positions. BC Hydro may place current temporary employees into these

positions.

2. For positions in which no employee is placed pursuant to paragraph 1, or where a vacancy subsequently arises, the identified position will be bulletined and the selection will take place in accordance with Article 18.
3. If in the future BC Hydro identifies additional positions to convert from temporary into regular, BC Hydro will advise the Union in advance of this and will consider the Union's input. BC Hydro will not be required to bulletin the position and may instead place a current temporary employee into the position.

### **Working Conditions**

4. The employees in these positions are subject to the provisions of the collective agreement as they apply to regular employees, including the wage rate, annual vacation, and health and welfare benefits, but with the following variances:
  - (a) The employees are not entitled to Shorter Work Period (SWP) days as provided for in Article 20. They will instead receive an enhancement of 7% on the applicable hourly wage rate, which will not be pensionable but will be taken into account for calculating wage-related premiums under the collective agreement.
  - (b) The provisions of Article 48, Article 49, and Article 50 will apply to these positions.
5. Any new positions established pursuant to paragraph 3 will be subject to these same terms and conditions.

### **Existing Regular Employees**

6. Those employees within Construction Services who already have regular status will be provided with the opportunity to participate in the working conditions set out in paragraph 4. Their decision to participate is irrevocable.

## **APPENDIX "A"**

### **REGULAR FOREPERSON POSITIONS AND LOCATION**

| LOCATIONS      | CLASSIFICATION                    | # OF POSITIONS |
|----------------|-----------------------------------|----------------|
|                |                                   |                |
| LOWER MAINLAND | GENERAL TRADES (CIVIL)            | 2              |
|                | GENERAL TRADES (PAINTER)          | 1              |
|                | GENERAL TRADES (MECHANICAL)       | 1              |
|                | GENERAL TRADES (FIELD MECHANICAL) | 1              |

|                                    |                                      |    |
|------------------------------------|--------------------------------------|----|
|                                    | GENERAL TRADES (SHOP)                | 1  |
|                                    | POWER LINE TECHNICIAN                | 1  |
|                                    | ELECTRICIAN                          | 4  |
|                                    |                                      |    |
| VANCOUVER ISLAND (NORTH AND SOUTH) | GENERAL TRADES (CIVIL)               | 1  |
|                                    | POWER LINE TECHNICIAN (NORTH)        | 1  |
|                                    | POWER LINE TECHNICIAN (SOUTH)        | 1  |
|                                    | ELECTRICIAN (NORTH)                  | 1  |
|                                    | ELECTRICIAN (SOUTH)                  | 1  |
|                                    |                                      |    |
| NORTH INTERIOR                     | GENERAL TRADES                       | 1  |
|                                    | POWER LINE TECHNICIAN                | 1  |
|                                    | ELECTRICIAN                          | 1  |
|                                    |                                      |    |
| SOUTH INTERIOR                     | GENERAL TRADES                       | 2  |
|                                    | ELECTRICIAN                          | 2  |
|                                    | POWER LINE TECHNICIAN                | 1* |
|                                    | CONSTRUCTION & MATERIAL TOOL HANDLER | 1* |
|                                    |                                      |    |
| PROVINCIAL                         | WINDER                               | 1* |

***\*These positions are occupied by existing regular employees.***

**MOU # 45  
ELECTRICIANS AT VIT AND ARNOTT SUBSTATIONS  
"DELETED"**

**MOU # 46  
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 18 (g) and 18 (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 15 (d). For the purposes of these appointments the 6 week provision in Article 18 (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 18. 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 18.
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 the 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.

**MOU # 47**  
**PAYMENT OF SICK LEAVE ON 12 HOUR SHIFTS**  
**"DELETED"**  
*(Moved and re-numbered # 27B)*

**MOU # 48**  
**WPP PIC PREMIUM**

*(Amended per MOU dated June 4, 2015, 2014/2015 Negotiations)*

BC Hydro is developing a formal authorization and certification process for those employees working under the Worker Protection Practices (WPP) that take on the added responsibility of Person-in Charge (PIC) duties. Specifically, this refers to the person, other than the Operator Area Dispatcher, who has been assigned both operating responsibility and operating authority for a portion of the power system.

All Electricians, Diesel Station Attendants (effective July 10, 2015), and Trades Training Instructors who are authorized to Category 'D' under WPP and who are designated to act as a PIC in unattended stations or portions of unattended stations by their manager, will receive a bi-weekly premium of \$125.00.

All Lock-keepers and Dam Caretaker 1's who are authorized to Category 'D' under WPP and who are designated to act as a PIC by their manager, will receive a bi-weekly premium of \$105.00

An employee receiving the premium will discontinue receiving the premium if they are no longer designated and/or authorized to act as the WPP PIC.

The number and location of employees needed to perform WPP PIC responsibilities will be determined by BC Hydro.

At the expiry of the current collective agreement the Parties agree to consider incorporating the premium on an ongoing basis.

**MOU # 49**  
**APPRENTICE POWER CABLE TECHNICIANS – PLT QUALIFIED**

*(As per LoU dated April 12, 2007)*

In acknowledgement of those situations where journeyperson Power Line Technicians internal to BC Hydro are selected into the Power Cable Technician apprenticeship program, the parties agree as follows:

1. A certified BC Hydro journeyperson Power Line Technician who is accepted into an apprenticeship program to become a Power Cable Technician ("PLT-Qualified Apprentice") will be credited with the first eighteen (18) months of the program, and will be placed at the start of Term 4 of the program.
2. During the period of the apprenticeship, a PLT-Qualified Apprentice may be required by BC Hydro to perform work within the classification of a PLT journeyperson, both within the Cable Department and within the Line Department. This work includes, but is not limited to: switching, removing

risers, working as a Power Cable Support Technician, framing poles for tap poles, assisting overhead crews in trouble response, such as repairing storm damage.

3. Notwithstanding the assignment of PLT work pursuant to paragraph 2, a PLT-Qualified Apprentice must continue with their book work, complete required assignments, and meet all expectations of the Power Cable Technician apprenticeship program. Failure to maintain satisfactory effort or progress in the program may result in removal from the program.
4. A PLT-Qualified Apprentice will continue to receive the wage rate applicable to the PLT classification during the period of the apprenticeship.
5. A PLT-Qualified Apprentice will continue to acquire general classification seniority as a PLT under General Classification #1, as set out in Article 18(i), until such time they complete the Power Cable Technician apprenticeship. Their general classification seniority as a Power Cable Technician will be determined in accordance with Article 18(d).
6. This Letter of Understanding will be effective on the date of signing and, unless re-negotiated by the parties, this Letter of Understanding will expire on March 31, 2012, except in respect of those PLT-Qualified Apprentices hired prior to that date who will remain covered by the terms contained herein until they complete the program.

**MOU # 50**  
**24 HOUR OPERATIONS — SHIFT HANDOVERS**  
*(As per LoU dated April 13, 2007)*

The Parties have agreed to resolve the Non-Payment of Time Worked (Shift Change) Grievance by establishing a premium in the amount of \$120/month that is paid to all continuous shift operators (including Steam Operators and GPOs temporarily assigned project work) in recognition of the time required for an orderly and safe shift changeover.

It is incumbent on the arriving operator to ensure that they are fully apprised of the condition and status of plant equipment under their jurisdiction before assuming responsibility for the plant or a portion of the plant.

It is incumbent on the departing operator, before leaving the plant, to ensure that they have fully briefed the arriving operator who will be relieving.

The arriving operator is to meet for sufficient time with the departing operator prior to the start of their shift such that it will allow for the arriving operator to assume the responsibility for the plant. To accomplish this the arriving operator will show up 15 minutes before the start of their shift.

The Parties agree to review the level of premium in the final year of the current collective agreement.

At the expiry of the current collective agreement the Parties agree to consider incorporating the premium on an ongoing basis.

This letter is effective on date of signing.

**MOU # 51**  
**“DELETED”**

**MOU # 52**  
**CALL BACK FROM AV**  
**“DELETED”**  
*(Language incorporated into Art 22)*

**MOU # 53**  
**24/7 SHIFT ELECTRICIANS AT JOHN HART**  
*(Amended per MOU dated June 4, 2015, 2014/2015 Negotiations)*

To facilitate the need for Electricians to provide twenty-Four (24) hour coverage/seven (7) days per week/three hundred and sixty five (365) days per year the parties are entering into this Letter of Understanding, as a mutually beneficial alternative to the existing provisions of the Collective Agreement that allow for day workers to be scheduled to temporary shift work.

1. Effective April 1, 2008, five (5) new Shift Electrician positions will be established at the John Hart Generation Station. These positions will be treated the same as other shift employees under Article 20(b)1 and Letter of Understanding #27, except that the shift rotation will be established at the outset as two (2), twelve (12) hour back to back shifts. The additional requirement to fill 24/7 coverage will be provided at prevailing rates by the day worker Electrician (Temporary Wage Upgrade will apply as will appropriate shift premiums). Effective July 10, 2015, the additional requirement to fill 24/7 coverage will be provided by first offering the day worker Electricians at the prevailing rate, the Saturday 7 pm to Sunday 7 am shift, the Sunday 7 am to 7 pm shift, and the Monday to Friday 7 am to 7 pm shifts. Report time and shift premiums do not apply. Back to back shifts are not permitted by the Employer. For all other shifts, first offering will go to the Shift Electricians.
2. The rate of pay for a Shift Electrician is 102.6% of the Electrician rate of pay. Effective July 10, 2015, the Shift Electrician rate of pay will be 104.6% of the Electrician rate of pay. These shift positions will be eligible for the WPP PIC Premium of one hundred and twenty five dollars (\$125.00) bi-weekly in accordance with Memorandum of Understanding #30 (plus future increase for Electricians). The rate of pay for Foreperson (Shift) Electrician is 115% of the Shift Electrician rate.

3. Shift Electricians will be eligible for shift employee premiums as outlined under Article 20(b)4.
4. Job requirements will be as outlined in the Electrician's Job Description.
5. It is understood that the application of this Letter of Understanding is limited only to John Hart and will be in effect until such time as the new John Hart Powerhouse (JHN) is commissioned plus six (6) months. Commissioned means the newly installed pressure regulating valves (JHN PRV's) and low level outlet (JHT LLO) structures are deemed reliable. When the new Power House is commissioned plus six (6) months and the 24/7 coverage is no longer required the Shift Electricians would be integrated into the Vancouver Island workforce in accordance with the Article 2(d) placement provisions through a replacement process involving the normal attrition of day Electricians. Attrition of Shift Electricians, effective the date of re-signing this MOU, will be filled on a Full-time temporary basis through Construction Services, Attrition of day Electricians, effective the date of re-signing this MOU, will be filled by Shift Electricians, on a seniority basis. BC Hydro will provide one (1) year notice to the Union of its intention to end the coverage so that the parties can meet to discuss additional transition issues with the objective of facilitating its success. This will trigger the Article 2 placement provisions. In addition the parties will apply Article 2 provisions for elsewhere in the province, if it is mutually agreeable to do so.

Where electricians are placed on Vancouver Island and outside of the John Hart facility, their hourly wage rate will be Blue Circled.

6. If other issues arise related to this Memorandum the parties agree to discuss the issue and attempt to reach a resolution within the spirit of this LOU.

**MOU # 54**  
**TRADES TRAINING INSTRUCTORS - RATE OF PAY**  
*(As per LoU dated April 21, 2008 – REVISED May 2011)*

It is the objective of the Parties to transition to a common certification and rate of pay for all Trades Training Instructors. This letter sets out the terms for reaching that goal.

1. All Trades Training Instructors (TTIs) shall obtain their Provincial Instructors Diploma (PID).
2. (a) TTIs enrolled in the PID program prior to 31 March 2011 will continue with the old program and the courses will be transferred. TTIs will continue to be given a period of 3.5 years to achieve their

PID certification. The PID is comprised of 6 modules plus a practicum.

- (b) As of 1 April 2011, TTIs applying in the PID program for the first time MUST successfully complete the PIDP 3100: Foundations of Adult Education course before continuing in the program. All TTIs will be expected to complete the program in accordance with the guidelines established by the institution offering the PID program. TTIs will be given a period of 4.0 years to achieve their PID certification. The PID is comprised of 7 modules plus a practicum.

TTIs registered in the program before 31 March 2011 are grandfathered and must adhere to the terms set out in paragraph 3(a) and 3(c).

- (c) BC Hydro will pay the tuition costs of the training and will allow time off with pay that coincides with regular working hours to attend the training. All study time that is required for the program will be on the TTIs own time.
3. TTIs will be expected to progress at a rate of one module every six months. Those TTIs not progressing according to this schedule will be subject to a review. If the TTI demonstrates to their Training Manager a renewed commitment to complete the PID then a one time only 6 month extension may be granted. Those unable or deciding not to continue pursuing their PID will return back to their former pay rate and classification with full seniority. The Union agrees to waive a bulletin to facilitate placement.
4. Selections for all TTIs bulletined after signing of this agreement will be on the basis of merit and efficiency. This supersedes the reference to Instructor Position in Article 18(g).
5. Incumbents will continue to accumulate seniority in the trade classification they last held.
6. The Trades Training Project Coordinator will continue to be paid 110% over the TTI rate as outlined under MOU#37.

**MOU # 55**  
**"DELETED"**

**MOU # 56**  
**VEHICLE QUALITY & COMMISSIONING FACILITATOR**  
**"DELETED"**

*(Language incorporated into Articles 34 and 44)*



**MOU # 57**  
**FIELD STOREKEEPER**  
**“DELETED”**

**MOU # 58**  
**INCENTIVE PROGRAM FOR TEMPORARY RELIEF AT FORT NELSON**  
**GENERATION STATION**

*(As per LoU dated September 13, 2010)*

WHEREAS BC Hydro has experienced significant employee turnover at Fort Nelson Generation Station (FNG),

AND WHEREAS FNG is experiencing significant staff shortages while it is in the process of hiring new employees,

AND WHEREAS there are Operators at Burrard Generation Station (BGS) that can assist in relieving the FNG staff shortage on a temporary basis, either as Thermal Plant Operating Technicians (TPOT) or as trainees for the TPOT role,

The parties wish to establish an incentive program to encourage more Power Engineer Certified Operators from BGS to volunteer for temporary assignment to Fort Nelson and hereby agree to the following:

- 1) BC Hydro will announce an “expression of interest” to Operators at BGS for relief positions at FNG. Operators will have until 24 Sep 10 (11 days from 13 Sep 10) to express their interest to the BGS Operations Manager, Clay Mullen.
- 2) Selection for participants to this incentive program will be based on the following prioritized criteria:
  - a. BGS requirements
  - b. FNG requirements
  - c. FNG operating experience
  - d. Control room experience
  - e. Current qualification requirements (2<sup>nd</sup> Class Power Engineer)
- 3) BC Hydro will determine the number of BGS Operators that will be required to work relief assignments at FNG.
- 4) Qualified Operators from BGS relieving at FNG will be compensated at the current TPOT hourly rate of pay as per the Collective Agreement. In addition, BGS operators will continue to be compensated at the TPOT rate for a 90 day period following the last shift of relief at FNG. The TPOT rate of pay will be effective regardless of operating position that the participant works at BGS. Adjustments in the rate of pay to and from the TPOT rate will be administered using the change of status process.

- 5) If, from the selected pool of relief operators, FNG coverage cannot be achieved voluntarily the relief assignments will be requested so that the Operator who has been away from FNG the longest will be asked first, and so on until the Operator who was most recently at FNG, will be asked last.
- 6) There is an expectation that participants selected for this program are agreeing in good faith to accept relief assignments in FNG. As such, this incentive pay will cease immediately if parties being compensated for relief work refuse to accept relief assignments to FNG, and the participant will cease to be part of the incentive program.
- 7) BC Hydro is endeavoring to address the FNG TPOT attraction and retention issues so that this incentive program is no longer required. The parties recognize that this is a measure to be used until BC Hydro determines that the staffing situation at FNG is resolved. BC Hydro will provide the IBEW Local 258 with 30 days' notice that it is ending this incentive program. Both BC Hydro and IBEW Local 258 also reserve the right to terminate the program with 30 days' notice for any other reason.
- 8) In the event an acute attraction and retention issue occurs with FNG Thermal Plant Maintenance Technicians (TPMT's), a similar Letter of Understanding may be negotiated to address that problem.

**MOU # 59  
FLEET SAFETY TRAINER  
"DELETED"**

*(Language incorporated into Articles 18, 34 and 44)*

**MOU # 60  
SAFETY ADVOCATE CLASSIFICATION**

*(Sections of this MOU have been incorporated into Article 34)*

**MOU # 61  
GENERATION PLANT OPERATOR**

*(Amended per MOU dated February 17, 2014)*

BC Hydro operates three attended Generating Stations – Revelstoke, Mica and GMS – and the Burrard Synchronous Condense Station (“Burrard”). Due to their size and the need to ensure reliability, operators are on site to perform daily operating duties and to respond in emergencies. BC Hydro and IBEW Local 258 have agreed to amendments to the classification of Generation Plant Operator, as follows:

1. A Generation Plant Operator (GPO) shall be outlined in Article 34 with the following description:

A qualified electrical operator who is responsible for and may have charge of the operation of attended generation plants (Revelstoke, Mica, GMS and Burrard), as assigned by operating orders, under normal and emergency conditions. Duties shall include inspection of electrical equipment, preparation of switching and operating procedures, alarm monitoring and investigation, performing or directing operations to isolate and restore equipment, and other related or relevant duties. GPOs with an electrical ticket will be able to carry out electrician duties as outlined in the agreement. GPOs with a Power Engineering ticket will be able to carry out any work within Burrard that they are qualified to do based on their training, education and experience.

2. For clarity, the GPO role will only exist at Revelstoke, Mica, GMS and Burrard.
3. References to the Operator Area Dispatcher (“OAD”), Senior Operator Area Dispatcher, Chief Operator Area Dispatcher Power Dispatcher, Relief Operators, and Unassigned Operators will be removed from the collective agreement.

References to Senior Steam Control Operator, Steam Control Operator, Steam Plant Operator and Auxiliary Plant Operator will be removed from the collective agreement upon the completion of the transition to the Burrard synchronous condense-only operation.

4. Effective January 1, 2016 the GPO job description will be modified to specify the GPO must be an electrical journeyman, or in the case of Burrard, may be a Power Engineer.
5. Notwithstanding paragraph 4, current OADs (“Grandparented OADs”) will become GPOs effective immediately and will not be required to complete an electrical ticket, but are encouraged to do so. The details of the support will be made available for those interested.
6. GPOs at Burrard will be initially established as follows:

- a. 10 GPO positions will be filled by employees within the existing Burrard Article 18 General Classification #10 for Operators, and in order of layoff seniority as defined in Article 5 (b) 4.
- b. 2 GPO positions will be filled by employees within the existing Burrard Article 18 General Classification #2 for Electricians, and in order of layoff seniority as defined in Article 5 (b) 4.

## **GPO & GPO TRAINEES**

7. Future GPO trainee positions will be bulletined and will require an electrical ticket or for the purposes of Burrard, in consultation with the Union, may require a Power Engineering ticket, according to BC Hydro's requirements. Selections will be made in accordance with article 18 (f). The end job location will be identified at the time of selection (i.e. REV, MICA, GMS, and Burrard).
8. GPO trainees will undergo a training program approximately six months to one year in length comprised of a Central Control Centre component that overlaps with the Interchange Plant Operator training program and a plant component at REV, MICA or GMS. The A&TTC will provide oversight in accordance with Appendix "B".

GPOs and GPO trainees at Burrard will undergo a specific training program to be developed with oversight of the A&TTC.

9. Upon completion of the training program and authorization, the GPO trainee will receive a GPO graduation certificate.
10. Applicants selected as GPO trainees must commit to a minimum of two years' time in role in the GPO classification. After January 1, 2016 the parties will meet to discuss the ongoing need for this requirement.
11. Electricians selected into the GPO trainee program will retain their electrician wage throughout the program.

## **GPO WAGES**

12. Effective the date of the signing of this MOU, the hourly wage rate for GPOs will be \$ 38.87
13. Grandparented OADs who do not obtain an electrical ticket will receive salary increases in line with the GPOs until January 1, 2019. After January 1, 2019 continued blue-circling will be subject to negotiation.

## **CLASSIFICATIONS AND SELECTIONS**

14. GPOs will reside in a new General Classification (# 33) and selections within the general classification will be in accordance with article 18 (e). Grandparented OADs will be given credit for their OAD seniority in GPO selections.
15. The Grandparented OADs will maintain bidding eligibility for positions within classification #4, in addition to General Classification #33. GPOs holding a Power Engineer ticket shall have bidding eligibility for positions within General Classification #31, and will be given credit for their previous

Steam Operator Seniority for TPOT or TPOT-SE selections at the Fort Nelson Generating Station. They can be assigned to relieve as TPOT or TPOT-SE at the Fort Nelson Generating Station.

16. External Operators without an electrical ticket will remain eligible for hire between the signing of the MOU and January 1, 2016. If there is a need to extend this to a later date due to attraction and retention challenges the parties will meet to discuss this. External Operators will undergo a competency evaluation, training and authorization as required based on their skill set, and will be treated as Grandparented OADs. For clarity, paragraph #12 and #14 will apply.
17. Electricians who become GPO trainees and GPOs with an electrical ticket will continue to accrue seniority in the Electrician trade General Classification (#2) for the purposes of bidding on Electrician roles. For clarity, selections within the GPO classification will only take in classification seniority into consideration.

***\*For further background on this MOU refer to letter dated March 31, 2012.***

***\*\* For further clarification and understanding between the Parties with regard to this MOU refer to the letter dated February 17, 2014 Re: GPO at Burrard.***

#### **MOU # 62 LINE FIELD REPRESENTATIVE**

1. The Parties agree on the following job description for the Line Field Representative to be added to Article 34 of the Collective Agreement:

The Line Field Representative has a Journey level ticket as either a Power Line Technician or a Power Cable Technician. They are required to inspect electrical projects for completion and adherence to BC Hydro standards, administer distribution contracts and maintain liaison with Contractors/Construction Services, to ensure that work, materials, progress and costs meet BC Hydro expectations; resolve related problems and advise contractors of deficiencies and safe work practices; authorize legitimate deviations from contract scope; prepares reports of ongoing project activities and requirements for large and small projects throughout the province. Line Field Representatives may be required to switch and direct others to switch overhead and underground work as qualified and assigned.

The job posting for a Line Field Representative may specify a requirement for either a Power Line Technician (PLT) or a Power Cable Technician.

2. The hourly rate of pay for the Line Field Representative deemed to be included as part of Article 44 of the Collective Agreement is the

Foreperson rate of pay for their respective trade. For example, Line Field Representative - PLT will be paid the Foreperson PLT rate of pay and the Line Field Representative - Power Cable Technician will be paid the Foreperson Power Cable Technician rate of pay.

3. A revision to Article 18.g) is required to include the Line Field Representative in the list of positions where selections will be made on the basis of merit, efficiency, and seniority.
4. Successful candidates to the Line Field Representative role will maintain their seniority in the job classification of their base trade. For example, a PLT who accepts a role as a Line Field Representative will maintain their seniority under General Classification #1. A Line Field Representative – Power Cable Technician will remain in General Classification #9.
5. The PLTs and Power Cable Technicians with regular status identified here will have their job titles and rates of pay affected by this change upon signing of this MOA. They are: Robert Palmer (FTT), Robert Coulter, Richard Schwartz, Herbert Burbee, Gregory Beeusaert and Robert Goodman will be identified as Line Field Representatives – PLT. John Montgomery will be identified as Line Field Representative - Power Cable Technician.
6. It is understood that in order to be eligible for the Line Field Representative position a worker must be assigned the full scope of duties on an ongoing basis. For example, workers who are required to simply switch for contractors and/or occasionally inspect contracts or perform other elements of the job description on an occasional basis are not eligible for the Line Field Representative rate of pay.

**MOU # 63**  
**TRADES TRAINING ROTATION –**  
**TRADES TRAINING PROJECT COORDINATORS AND TRADES TRAINING**  
**INSTRUCTORS**

The Parties agree that it is beneficial and important for employees in Trades Training Project Coordinator (“TTPC”) and Trades Training Instructor (“TTI”) positions to remain current in their respective trade by maintaining competency, proficiency, and being knowledgeable and up to date on operation and maintenance practices in the trade classification for which they provide training, instruction and support.

Therefore, the Parties hereby agree to implement a trades rotation for TTPCs and TTIs, in accordance with the following:

1. Employees in the TTPC or TTI position will in collaboration with their manager and the field rotate into a BC Hydro worksite to complete a rotation (“Rotation”) in their respective trade every two (2) years, while they remain in a TTPC or TTI position. The Rotation can consist of one two (2) month

assignment, or two one (1) month assignments or be made up of several Rotations to allow the employee to practice their trade and gain experience on new equipment and procedures.

2. A tentative Rotation schedule will be established in collaboration with their manager for all incumbent employees in TTPC and TTI positions. New employees to the TTPC or TTI position will not be required to complete a Rotation until their third year in the position.
3. A reasonable amount of notice will be given on the time and the location of the Rotation and will be determined with consideration of business needs, operational considerations, availability of opportunities, and the individual circumstances of the TTPC or TTI employee required to fulfill the Rotation requirement.
4. During the Rotation, employees will report to the manager hosting the Rotation for the duration of the Rotation.
5. During the Rotation, employees shall perform assigned work in their respective trade, but shall maintain the wage rate associated with their position of TTPC or TTI.
6. During the Rotation, the expectation is that employees will not take any time off nor will the Rotation be scheduled when the employee has pre-approved time off. Any variation to the Rotation must be mutually agreed to.
7. During the Rotation, employees will continue to accrue seniority in accordance with the collective agreement, as either a TTPC or TTI.
8. Where feasible, employees from the Operations Business Group where a TTPC or TTI is scheduled to complete a Rotation, may be invited to backfill the TTPC or TTI, as guest instructors.
9. The Parties agree to review this process and make mutually agreed amendments to this MOU as required.
10. MOU #25 does not apply to a TTPC or a TTI completing a Rotation pursuant to this MOU.

**MOU # 64**  
**REGIONAL FOREPERSON**

WHEREAS BC Hydro is moving towards a more disciplined approach to work planning and scheduling for all Operations groups, including Distribution Line.

WHEREAS An essential element for Distribution Line to progress towards this goal is a sound annual work plan for each Distribution Headquarters from both a quantity and quality of work perspective.

AND WHEREAS Distribution Line has identified the need to create a new unionized leadership role to help build and progress the annual work plan.

THEREFORE NOW, the Parties wish to establish a new job classification, and hereby agree to the following, effective the signing of this agreement, unless stated otherwise:

1. A new job description as follows:

### **Regional Foreperson**

A Regional Foreperson has a journey level ticket as a Power Line Technician This role will act as a subject matter expert on how work flows into Distribution from the various work delivery partners and for the progress of the work delivery plan. This role will ensure there is the correct amount and appropriate type of work for headquarters that deliver distribution line/cable work (including Construction Services, Cable and Trouble) to meet the volume of work required to meet company utilization targets, mix of work for varying crew complement (e.g. 2- person, 3-person work), training needs and attraction/retention of crew members and the right time of year.

The duties and responsibilities of the Regional Foreperson include such activities as:

- facilitating the building of the annual work delivery plan by collaborating with Work Delivery Partners and the Distribution managers and Forepersons to balance the annual work plan with the right work;
- facilitating and coordinating the implementation of the annual work delivery plan, including highlighting the resource or work overages or shortages for headquarters;
- communicating and handing off the commitments outline in the annual work plan to Distribution managers in the region;
- working with the headquarters managers to develop and/or update medium term schedule dates (1-3 months) for work orders and for work programs that are provided to the headquarters in quarterly increments;
- working with the headquarters managers to observe and provide feedback on job planning and work scheduling;
- documenting estimated completion dates for longer term work (e.g. >30 days out) for the purpose of sending material demand signals to MMBU and for overall work plan visibility;
- establishing and maintaining effective business relationships with work delivery partners and Distribution Managers and



Forepersons to ensure a proper flow of work for each Distribution Headquarters;

- providing input to Program Managers and Line Field
  - Operations management for making work allocations decisions to drive efficiency and meet corporate objectives for delivery of the annual work plan, and changes throughout the year when work is added or removed from the work plan and due date or work center changes are required;
  - utilizing various available reports to develop and monitor the progression of the work delivery plan, and provide input on any additional reporting that may be valuable to helping support the delivery of the annual work plan.
  - supporting the Storm Room or Regional Emergency Operation Centre in various capacities as assigned.
  - conducting field work where required.
2. The Regional Foreperson, in a full-time regular capacity, will not be included as part of a headquarters crew complement, but shall reside and be assigned a headquarters in their applicable region. They may remain on the callout and standby list to perform field work subject to regional operational requirements and practices.
  3. Selections will be based on merit and efficiency, after consultation with the IBEW Business Manager, or their delegate. The initial recruitment processes will allow current incumbent "Regional Distribution Foreperson" to have first right to those positions that are created in their current region.
  4. The hourly rate of pay of this classification shall be \$55.86, effective April 1, 2020. Current incumbents in the Regional Distribution Foreperson position will receive retroactive pay from April 1, 2020 for the time they were in the Regional Distribution Foreperson role.
  5. The Regional Foreperson will have a new General Classification. New hires into the role will continue to accrue seniority in their former General Classification.
  6. Current incumbents in the Regional Distribution Foreperson position as at the date of signing of this agreement who transition into the Regional Foreperson position per 3. above, will be credited with seniority in the new General Classification for the period of time they were in the Regional Distribution Foreperson role since November 6, 2014.- They will continue to accrue seniority in their former applicable General Classification.

7. The Letter of Understanding Re: Regional Distribution Foreperson dated November 6, 2014 will continue to be in effect, as applicable, to allow transition time to fill all of the new Regional Foreperson vacancies, and in any event, become null and void effective December 31, 2020, unless otherwise agreed.
8. Except as indicated above, all other provisions of the collective agreement will apply.
9. If issues arise related to the application of this LOU, the Parties agree to discuss the issue(s) and attempt to reach a resolution within the spirit of this LOU

**MOU # 65**  
**WINDERS AND 4 x 10 MODIFIED WORK WEEK**  
**- CONSTRUCTION SERVICES**

WHEREAS BC Hydro relies on and values the highly-skilled and specialized work performed by its Winders;

AND WHEREAS BC Hydro through its apprenticeship program has built up the only in-house group of utility Winders in British Columbia;

AND WHEREAS BC Hydro wishes to continue to attract and retain utility Winders within its workforce;

AND WHEREAS a modified work week arrangement is better suited to the work and travel requirements of Winders currently within Construction Services;

NOW THEREFORE, the Parties agree to the following terms, effective January 1, 2021:

1. All current temporary employees in the Winder classification within Construction Services will be converted to regular employee status.
2. All existing and newly converted regular employees in the Winder classification within Construction Services will be placed on a 4 x 10 Modified Work Week according to the conditions set out below:
  - a) Employees in the participating headquarters or workgroups will receive a 7% wage increase in lieu of SWP Days. The 7% wage premium will be treated in the same manner as if it was part of an employee's regular wage rate. As such, the premium will be included

in the calculation of all regular wage related items, including overtime pay and pension credits.

- b) A forty (40) hour paid work week will be achieved by scheduling four (4), ten (10) hour extended work day shifts, each week.
  
- c) The work week will be either Monday to Thursday or Tuesday to Friday according to the work requirements.
  
- d) Ten (10) hours shall constitute a work day shift. The regular hours of work will be 07:00 - 17:30, exclusive of a one-half (1/2) hour unpaid lunch period which will be taken as usual, in accordance with article 20(a)1. The regular hours of work may be varied by agreement of the Parties.
  
- e) Statutory Holidays
  - 1. When Statutory Holidays (or days in lieu of) occur between Monday and Friday, the work week will be changed to allow the days off to coincide with the days (or days in lieu of) as designated by the Provincial or Federal Governments.
  - 2. Employees shall receive ninety-six (96) statutory holiday hours annually to be taken off during the year.
  - 3. In the case of Christmas Day and Boxing Day, if both occur during one work week, employees will be required to take the Christmas Day as a paid day off using their statutory holiday hours per e) 2. above, and the Boxing Day will be the normal workday off. Otherwise employees may choose to utilize their statutory holiday hours at their discretion, but they must be taken by calendar year end otherwise they will automatically be paid out.
  
- f) Report Time, Overtime Meals, and Standby Coverage
  - 1. Report time will apply in accordance with Article 21 (e) 1, except that, if there is less than twelve and a half (12.5) 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.

2. Overtime meals will apply in accordance with Article 21 (h), except that no meal shall be provided to an employee in instances where the employee works one (1) hour or less beyond their regular work day.
  3. Standby coverage will be broken down with working day (17:30-07:00) coverage attracting 2 hours pay, and weekend and non-working day coverage attracting 4 hours pay.
- g) Annual vacation (AV) will be accrued based on a 40 hour workweek.
  - h) For the purposes of others leaves a working day shall constitute ten (10) hours, and shall be paid as such.
  - i) The modified work week shall remain in place for a 12 month period, following which the Parties will annually review the schedule in the context of operational considerations and efficiencies, subject to continued 2/3 majority approval of the affected employees.
  - j) During the annual review, in the event that the affected employees 2/3 majority approval does not pass, a sixty (60) calendar day transition period is required to revert to the regular schedule.
  - k) With a thirty (30) calendar day notice period, BC Hydro Management may revert to the regular schedule in accordance with Article 20.
  - l) Should any unforeseen problems or disagreement arise around the application or interpretation of this Memorandum then it will be resolved on the basis of the themes and intents outlined herein and neither Party shall benefit by any unforeseen windfalls.
3. BC Hydro maintains the management right to determine whether or not the Winders will remain in Construction Services or be moved into another business unit.

**MOU # 66**  
**INDIGENOUS CULTURAL LEAVE**

Indigenous employees are entitled to up to two (2) days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

**MOU # 67**  
**GAINSHARING**

**Re: GAINSHARING – FISCAL 2022 to 2025**

The Employer agrees to continue a Gainsharing Program for the fiscal years commencing April 1, 2022 to March 31, 2025. The objective of the Gainsharing Program is to establish an incentive framework that will focus on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible IBEW affiliated employees:

- The Gainsharing Program will provide a maximum potential value of five percent (5%) to each eligible employee based on that employee's salary (including temporary promotion pay and floor-rates) paid in the fiscal year.
- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by the Employer.

Other Considerations

- New employees will have to work a minimum of three (3) months [sixty- three (63) working days] in order to be eligible for a Gainsharing pay out for the fiscal year.
- Regular and temporary employees will receive a pro-rated Gainsharing pay out based on the number of full months worked during the fiscal year. For example, an employee who works 7 full months will receive 7/12 of the total award.
- 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 LTD during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on time actually worked. For example, an employee who starts a leave of absence on 1 January would be eligible to receive 9/12 of the total award.
- 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 BC Hydro 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.
- A communication package will be assembled and communication updates will be provided throughout the year.

### **MOU # 68** **MACHINE OPERATOR 1**

The Parties hereby agree to create the new classification of Machine Operator 1 and eliminate the Line Truck Operator classification, effective date of ratification, under the following conditions:

1. A new Machine Operator 1 job description will be added to Article 34 as follows:

“Machine Operator 1

In addition to the duties of a Machine Operator listed above, a Machine Operator 1 will hold a Class ‘A’ crane certificate and is qualified to set poles in an energized environment and pick energized conductor with a crane truck. The wage rate is equivalent to the GT1 rate of pay.”

2. Machine Operator 1 will be added to the General Classification #17. The Line Truck Operator will be removed from General Classification #17.
3. The hourly wage rate of the Machine Operator 1 will be the same hourly wage rate of pay as a General Tradesperson 1.
4. A Machine Operator 1 will be considered part of the Crew Complement. All references related to Line Truck Operator, including Safety Practice Regulations (SPRs), work procedures, and practices, will be replaced with Machine Operator 1.
5. All incumbents in the Line Truck Operator classification that hold a Class ‘A’ crane certificate will be re-classified into the Machine Operator 1 classification, and maintain their respective Full-time Temporary or Full-time Regular employee status. Any incumbent Line Truck Operators that do not hold a Class ‘A’ crane certificate or the training required to work in an energized environment will be required to obtain certification or training within 6 months, otherwise they shall be re-classified to a Machine Operator.

6. All incumbents in the Machine Operator classification will continue in their current classification, and maintain their respective Full-time Temporary or Full-time Regular employee status.
7. BC Hydro maintains its right to determine the number of Full-time Temporary or Full-time Regular Machine Operator 1 positions required for its workforce.
8. A Machine Operator who has a Class 'A' Crane certificate and is qualified to set poles in an energized environment and pick energized conductor with a crane truck may be temporarily upgraded to the Machine Operator 1 classification as per operational requirements.
9. In order to be qualified to set poles in an energized environment and pick energized conductor with a crane truck, an employee must successfully complete BC Hydro approved training.
10. The letter dated May 8, 2007 Re: Regular Line Truck Operators in Transmission Services will be nullified and accordingly deleted.
11. The Memorandum of Agreement #42 Re: Use of Line Truck Operator will be nullified and accordingly deleted from the collective agreement.
12. Replace the letter dated December 5, 2017 Re: Line Truck Operators in Transmission & Barehand Premium with a new letter which applies to Machine Operators 1 in Transmission (see attached).

## **APPENDIX "B"**

### **APPRENTICE AND TRADES TRAINING COMMITTEE**

#### 1. Committee

The Employer and the Brotherhood each agrees to appoint three representatives to a committee to be known as the Apprentice and Trades Training Committee. The Employer and the Brotherhood agree to assign to the committee the responsibility for developing and overseeing a program of development and upgrading, and retraining where necessary for Journeyperson Tradesperson in every trade covered by the Collective Agreement. Though not responsible for Journeyperson training, the committee may also make recommendations to the Employer on other training programs for employees. The committee shall appoint two of its number to the offices of Chairman and Secretary, and shall authorize them to represent the committee in overseeing the apprentice training program. The committee may appoint subordinate committees for any of the trades covered by the Collective Agreement.

Appointments to the main committee and to the sub-committees proposed by one party must be approved in writing by the other party. In making and approving appointments, the parties will give consideration to the person's suitability to the role, including their ability to work on a team, communications skill, mentoring and coaching competencies, and technical competence in their trade.

Appointments will be for a term of two (2) years, which may be renewed upon review by the parties of the appointee's performance, having regard to the considerations referenced above.

- (a) The committee shall be responsible for:
  - (i) Determining the duration of the apprenticeship programs for non-red seal certifications.
  - (ii) Recommending upon the training, examination, program duration, educational requirements and physical standards required of apprentices, subject to final approval of the Parties to the Agreement.
  
- (b) The Employer shall be responsible for:
  - (i) The selection and initial placement of Apprentices. In selecting Apprentices preference will be given to Local Union 258 IBEW members in good standing, who are eligible to apply on the bulletin provided they meet the requirements for the Apprenticeship program established under 1(a)(ii) above, and subject to merit and efficiency. In order to address attraction and retention issues in remote locations designated in the high category and other locations generally that the Parties agree have historically faced prolonged staffing shortages, the Union and the Employer agree that up to one in five overall apprentice positions posted annually may specify a headquarters where they will be placed once they have graduated. There is also a limit of three positions annually per trade classification that hires fifteen or more, two positions annually per trade classification that hires six to fourteen apprentices and a limit of one for those that hire five apprentices or less. The Union agrees that it will be reasonable in providing its agreement regarding the other locations prior to the apprentice positions being bulletined.
  - (ii) The rotation of apprentices from location to location.
  - (iii) The removal from the program of any apprentice who fails to show satisfactory effort or progress.



- (c) Where the Committee cannot agree under (a)(i) or (ii), or either Party fails to approve a Committee recommendation under (a)(ii), the Employer will make the decision on the matter. If the Local Union disagrees with the Employer's decision the matter will be resolved through arbitration.

Decisions by the Employer under (b)(i), (ii) or (iii), or any unresolved items related to apprentices, will be resolved through the grievance procedure including arbitration if necessary.

## 2. General

- (a) Definition

An apprentice is an employee in training, and, as such, is entitled to be instructed in every aspect of the trade in which the employee is learning. The employee shall be permitted to use tools under the supervision of a Journeyperson. The ratio of apprentices to Journeypersons shall not exceed one in four in any branch of the trade except by agreement between the Parties.

- (b) Rotation

The rotation of apprentices from location to location, as dictated by the demands of any training program, is regarded as being entirely distinct from the filling of job vacancies through the Agreement bulletining process. Apprentices will not fill regular job vacancies through the bulletining process and the only time the bulletining process will apply is on the initial selection of apprentices for entering the program or as provided in (d) and (e) below.

- (c) Training

- (i) Vocational school training should be utilized wherever possible. In the absence of suitable Vocational school training, it may be necessary to utilize correspondence courses. In some circumstances, night school training may be the only practical training available. Where Vocational school training is utilized and employees are, therefore, required to be away from home, the Employer should arrange to provide board and room through the Vocational school, which maintains a listing of recommended accommodation.

Text books, which will remain the property of the employee, will be purchased by the employee. Recommended reference books will be loaned by the Employer.

Where indentureship is involved, apprentices shall be indentured to the Employer. The minimum time required in each program will be set by Skilled Trades BC (STBC) for applicable red seal certifications.

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

Excepting apprentice Power Line Technicians and Power Cable Technicians, no apprentice shall be called upon to come into direct contact with energized high voltage equipment or high voltage conductors which are potentially alive, until the last six months of their apprenticeship, and then only when assisting a Journeyperson. For the purposes of this Agreement, "high voltage" shall mean an alternating current potential in excess of seven hundred and fifty (750) volts to ground, or direct current potential in excess of three hundred (300) volts to ground.

- (ii) New Apprentices, hired following January 25, 2023, will, as a condition of their employment offer, be required to acknowledge the significant investment that BC Hydro is making in them and signify their agreement that should they resign from BC Hydro's employ within two years of graduation from the apprenticeship program, they will make a partial reimbursement of that investment to the employer in the amount of \$25,000. The payment may be made in a lump-sum or through reasonable mutually agreeable payment arrangements. BC Hydro may withhold final paycheque until such time as a formalized payment arrangement is in place. If BC Hydro lays off any FTR journeyperson this clause will no longer apply."
  - (iii) Apprentices starting an apprenticeship must complete and graduate from that apprenticeship before they can bulletin into another apprenticeship.
- (d) Removal from the program

Since an effective apprenticeship scheme depends upon the orderly progression of apprentices to Journeyperson status, the Employer may remove from the program anyone who fails to show satisfactory effort or progress.

Where an apprentice's effort or progress is not considered satisfactory the Employer will counsel the apprentice about the expected standards and requirements to remain on the program,

failure to meet these will result in an extension or removal from the program.

See Memorandum of Understanding # 12 regarding treatment following removal from the apprentice program.

(e) Placement on completion of training

An Apprentice may apply to any Journeyperson bulletined position 6 months prior to completion of their indentured Apprenticeship. If successful in obtaining a bulletin position the employee will not be considered a Journeyperson until successful completion of their Apprenticeship, except as provided in Appendix "B" 3. The Apprentice shall continue to be an employee in training and as determined by the A&TTC, they are subject to completing their instruction in every aspect of their trade until their normal graduation date. If an Apprentice has not obtained a bulletined position upon graduation the Parties agree that the employee may then be posted to a position of the same general classification to any location within the Authority to a regular job vacancy that has not been filled by a qualified employee with selection seniority in the same general classification. A move resulting from an apprentice posted to a vacancy will not be considered an employer initiated move for purposes of Article 15 (e) 3.

(f) Costs

The costs of required courses which are not covered by any other means will be borne by the Employer. For guidelines regarding the costs when Apprentices attend training activities, refer to Memorandum of Understanding # 13.

(g) Earnings

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

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

|              | 10 Term Program | 8 Term Program | 7 Term Program | 6 Term Program |
|--------------|-----------------|----------------|----------------|----------------|
| 1st 6 months | 75              | 75             | 75             | 75             |
| 2nd          | 75              | 75             | 75             | 75             |
| 3rd          | 75              | 75             | 75             | 75             |

|      |    |    |    |    |
|------|----|----|----|----|
| 4th  | 75 | 75 | 75 | 75 |
| 5th  | 75 | 75 | 80 | 80 |
| 6th  | 80 | 80 | 85 | 90 |
| 7th  | 85 | 85 | 90 |    |
| 8th  | 90 | 90 |    |    |
| 9th  | 90 |    |    |    |
| 10th | 95 |    |    |    |

3 month term progression schedule

The existing term wage schedule will be in effect until March 31, 2024.

Effective April 1, 2024 the percentage of applicable Journeyperson rates of pay for apprentices starting in an apprenticeship commencing on the first complete pay period following signing of the Agreement shall start at Level 1: The applicable rate for a PLT Pre-App will start at the Pre-App A rate.

|                  |                  |                |                |                |                |
|------------------|------------------|----------------|----------------|----------------|----------------|
| <u>Pre-App A</u> | <u>Pre-App B</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Level 4</u> |
| 65               | 70               | 75             | 75             | 85             | 90             |

The IPO apprentice rate shall be 75% of the Journeyperson IPO rate.

The addition of a first to fourth term (PLT Pre App A, PLT Pre App B, Level 1 and Level 2) apprentice to a crew shall not be taken to affect the status of a Sub-Foreperson. Where the addition of a fifth to tenth term (Level 3 and Level 4) apprentice results in upgrading a Sub-Foreperson, then the employee shall be treated as a working Foreperson and paid a Foreperson's rate.

### 3. Apprentice Trades Classifications

#### (a) Apprentice Power Line Technician

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

A PLT Pre-App or an apprentice Power Line Technician shall not be called upon to come into direct contact with high voltage equipment or conductors which are potentially alive, except under the following guidelines and then only when assisting and under the direct supervision of a Journeyperson Power Line Technician:

Pre-App A – no contact

Pre-app B – less than 300 volts A. C.

Level 1 – single phase live line work

Level 2 & 3 all live line work, excluding bare hand

Level 4 – same restrictions as for Journeyperson Power Line Technician under direct supervision of a Journeyperson.

(b) Apprentice Instrumentation and Controls Technologist

An apprentice (first to sixth term) will be permitted to use tools under the direct supervision of a Journeyperson. The employee may do shop work in accordance with their training and advancement. Seventh to tenth term employees may work together, subject to the discretion of the Foreperson.

Seventh to tenth term apprentices will be considered as Journeypersons in these trades when determining the ratio of apprentices to Journeypersons.

(c) Apprentice Power Cable Technician

During the first 18 months an Apprentice Power Cable Technician shall be governed by the conditions pertaining to Power Line Technician Apprentices as described in Appendix B, 3(a). The employee shall receive instruction from either Journeyperson Power Cable Technician or Journeyperson Power Line Technicians.

(d) Apprentice Interchange/Plant Operators and Load Operators.

This is a 3 month term progression program.

Periods of unsupervised work can be interspersed within Terms 2 to 8 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.

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.

4. Expanding Training Opportunities For Apprentices.

For the purpose of rotating apprentices, Kootenay canal and Seven Mile generating plants will be considered as one Headquarters.

### **APPENDIX 'C'**

#### **Employees Headquartered and Living in Remote Locations 'Remote Incentives'**

Having successfully piloted a revised system of attraction and retention based incentives for employees headquartered in remote locations the following improvements are being incorporated into the Collective Agreement on an ongoing basis:

1. Both BC Hydro and the Union agree to the use of a remote location measurement system that factors in Quality of Life, Degree of Isolation, Climate, and Availability of Goods and Services in determining whether BC Hydro's remote communities are rated either No, Low, Medium or High for purposes of establishing eligibility for remote incentives set out in this document.
2. The Parties accept the system of measurement and ratings that resulted from the application of the Runzheimer model, as follows:

Low:

|            |
|------------|
| Vanderhoof |
| Port Hardy |
| Golden     |
| Nakusp     |
| Pemberton  |
| Clearwater |
| Terrace    |
| Smithers   |
| Clinton    |

Medium:

|               |
|---------------|
| Fort St John  |
| Dawson Creek  |
| Kitimat       |
| Valemount     |
| Burns Lake    |
| Mackenzie     |
| Fraser Lake   |
| Meadow Creek  |
| Prince Rupert |

High:

|                      |
|----------------------|
| Chetwynd             |
| Bella Coola          |
| Queen Charlotte City |
| Masset               |
| Fort Nelson          |
| Sandspit             |
| Hazelton             |
| Hudson's Hope        |
| Dease Lake           |

3. Eligible employees will receive remote incentives of 6%, 12% or 20% (effective January 1, 2013) of their base wage rate, paid bi-weekly, depending on whether their headquarters are in the Low, Medium or High category.

4. Eligibility for the Remote Incentives:

Except where otherwise agreed between the parties (such as it may be applied to temporaries in exceptional circumstances) the term 'eligible employees' as used in this document shall mean only those employees who:

- (a) Are full time regular employees covered by this agreement, and
- (b) Have an established headquarters at or near to a remote location which is referred to in paragraph 2, and
- (c) Are domiciled at or commute daily to the established headquarters defined in paragraph 2 above.

5. Cessation of Payments:

Remote incentives will cease on termination of employment, death, or change in headquarters when no remote incentive applies at the new headquarters and will be subject to modification on change of headquarters where a different remote incentive applies. Bi-weekly payments shall be paid to the nearest full day.

6. Conditions for Suspending Payments:

- (a) Employees on the following leave types; maternity, parental, adoption, leave; without pay; or long-term disability
- (b) Employees who are headquartered at a remote location and voluntarily move for an extended temporary period to a location that does not attract the remote incentive or attracts a lower amount; the manager at the employee's regular headquarters may suspend the incentive until the employee returns to work at their remote headquarters.

7. Absences where remote incentives continue:

- (a) Employees absent without pay on Union business which does not exceed 14 consecutive days.
- (b) Absences for annual vacation, QV, SWP, and VO, pre-retirement leave with pay, self-funded sabbatical, and WCB: provided their headquarters does not change during or immediately following that period.

8. Changes to Remote Incentive rating:

Hydro will review the remote location measurement system prior to 31 December 2017 and will utilize Runzheimer International or another similar firm to do the data collection. The results will be provided to the Union for feedback and consideration by Hydro before entering negotiations for a renewal collective agreement. Hydro will not implement any changes in the measurement system or remote incentives which reduce any members' compensation prior to the conclusion of the renewal bargaining.

There will be no other review of location ratings prior to the scheduled review unless exceptional circumstances arise and there is mutual agreement between the parties.

- 9. The Parties will continue to consider a means of obtaining employee input on issues related to working in remote locations.

**APPENDIX "D"**  
**(DELETED)**



## **APPENDIX "E"**

### **INTERPRETATION OF ARTICLE 15(f)(ii)**

The following interpretation of Article 15(f)(ii) shall apply only to employees required to travel to temporary headquarters which lie outside working circle limits:

1. When an employee is assigned to a temporary headquarters in the circumstances of travel outside the working circle described in Article 15(f)(ii), the Employer shall do one of the following:
  - (i) provide Authority transport
  - (ii) arrange for public transport or taxi
  - (iii) make other acceptable travel arrangements in order that the employee may report directly to the temporary headquarters at the commencement of their working day.
2. In the event that "other acceptable travel arrangements" as described in 1(iii) above are made, the employee affected shall receive a payment of not less than three-quarters of an hour per day at straight-time, or the amount equal to the additional travel time and additional expenses, whichever is the greater.
3. L.U. 258 reserves the right of final determination as to the acceptability of travel arrangements. The right so described is the general right of veto and refers specifically to those travel arrangements described in paragraph 1(iii).
4. At no time will B.C. Hydro permit employees to use private vehicles for purposes of Article 15(f)(ii), or for overtime work assignments unless their automobile insurance is valid for purposes of the assignment. In other words, a supervisor responsible for authorizing the use of a private vehicle in the circumstances described will satisfy themselves that the vehicle is insured for purposes of the assignment. Notwithstanding the foregoing, the provisions of Article 21(m) will be the prime consideration when assigning employees to overtime work.
5. B.C. Hydro will bear the cost of any additional insurance premium that may be required to protect the employee while fulfilling work assignments. The expression "additional insurance premium" refers specifically to any additional automobile insurance premium required by the insurer when an individual uses their private vehicle to respond to a call-out, or travel beyond the limits of their working circle.
6. An employee involved in circumstances of reassignment to temporary headquarters as described in Article 15(f)(ii) will not have the work

assignment revoked by the employer should the employee exercise their option to require transportation rather than use their private vehicle.

(Reference documents - letters from D.L. Cronk to E.R. Peck dated 31 August 1970 and from E.R. Peck to D.L. Cronk dated 1 September 1970).

## **APPENDIX "F"**

### **APPLICATION OF ARTICLE 2**

Where notice of a technological change is given by the Employer Article 2 will be applied in the following manner.

Following the issuing of notice pursuant to Article 2(b) the Employer will assess the present skills of the employee or employees about to be displaced. The intent of this assessment is to facilitate placement. This placement may involve the employee being directed to a position in a different headquarters and/or being reclassified to the appropriate job classification and where deemed appropriate given assistance in obtaining such job requirements as a driver's license, herbicide permits, etc.

- A. Where the Employer directs the employee to a position at an equal or better rate of pay the employee's options are:
  - (1) Accept the placement with the Employer paying the costs of a directed move as provided in Article 15(e)2; or,
  - (2) Elect termination with severance pay pursuant to Article 19. The termination would be effective when the employee's current position is declared redundant by the Employer or at the end of the six month notice period, whichever occurs later.
  
- B. Where the Employer directs the employee to a position at a lesser rate of pay the employee's options are:
  - (1) Accept the placement, with the Employer paying the costs of a directed move as provided in Article 15(e)2. If the employee accepts the placement they will continue to receive their regular weekly pay (i.e. blue circle). The employee will continue to receive this rate protection provided that they are willing to accept other employment which may be subsequently offered by the Employer at an equal or better rate of pay. Where the Employer subsequently offers the displaced employee another position at an equal or better rate of pay the employee may either (i) remain in their current position with no further rate protection; or (ii) accept the offered position which will remove them from further application of Article 2; or (iii) elect termination with severance pay pursuant to Article 19.

For the purpose of this clause blue circling means the employee's rate of pay shall be maintained and adjusted by any subsequently negotiated wage increases.

- (2) Decline the placement and then elect between (i) exercising layoff provisions detailed in Article 5(b) when the employee is no longer required in their current position; or (ii) electing termination with severance pay pursuant to Article 19. The termination would be effective when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later.
- C. Where the Employer determines there is no foreseeable vacancy that utilizes the employee's present skills the employee will be referred to the 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 Apprentices and Trades Training Committee advises that an employee, while willing to undertake training, does not meet the requirements for an apprenticeship program or is unable to be upgraded for a specific trade the employee will then elect between (i) exercising layoff provisions detailed in Article 5(b) when the employee's current position is no longer required; or, (ii) electing termination with severance pay pursuant to Article 19 when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later.
  - (3) In the event the employee declines training or upgrading as provided in C(1) above the following applies:
    - (a) Where the employee does not qualify as an older worker the employee will be terminated without severance pay pursuant to Article 19 at the point their position is no longer required or at the end of the six month notice period, whichever occurs later; or,
    - (b) Where the employee qualifies as an older worker the employee will be terminated with severance pay pursuant to Article 19 at the point the employee's current position is no longer required by the Employer or at the end of the six

month notice period, whichever occurs later. If prior to termination the employee is selected to a lower paying position their rate-of-pay is red circled.

D. Upon receipt of the Apprentice and Trades Training Committee recommendation the Employer will determine whether the proposed training/upgrading is consistent with foreseeable manpower requirements.

- (1) Where the employer implements the Apprentice and Trades Training Committee recommendation the employee will be reclassified as appropriate. If reclassified to apprentice status the employee will be paid in accordance with Article 2(e).

Where the employee declines training C.(3)(a) or (b) above apply as appropriate.

- (2) Where the Employer does not implement the Apprentice and Trades Training Committee recommendation the employee will elect between:

- (i) termination with severance pay pursuant to Article 19 when the employee's current position is no longer required or at the end of the six month notice period, whichever occurs later; or,
- (ii) exercising layoff provisions detailed in Article 5(b) when the employee's current position is no longer required; or,
- (iii) replacing the most junior apprentice on the system that the employee has been deemed qualified to replace. The apprentice replaced, if "designated" by the Employer shall elect between (1) exercising layoff options as provided in Article 5(b)7 or (2) termination with severance pay pursuant to Article 19.

E. (1) With respect to A(1), B(1) or D(1), the Employer shall not place an employee into a position which is subject to recall if the individual who would otherwise be recalled is more senior to the employee being placed under Article 2 and in fact wishes to exercise their recall rights.

- (2) (i) Where an employee in B(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping, shall providing the employee is capable of performing the job be offered the vacancy originally offered the employee displaced under Article 2. If the employee accepts the

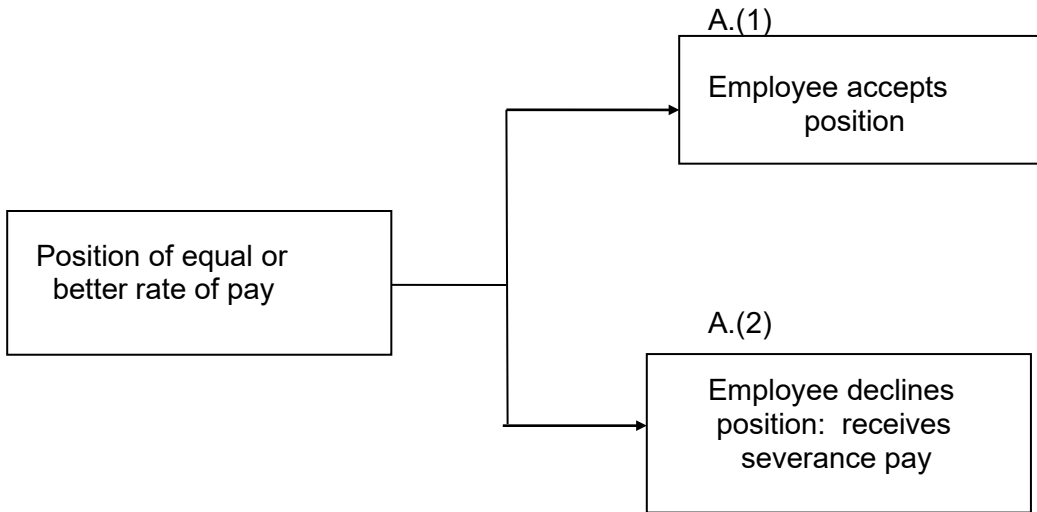
position the employee shall be treated in accordance with B(1) above.

- (ii) Where an employee in C(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping, shall in turn be referred to the Apprentice and Trades Training Committee for assessment pursuant to C(1) above.
  - (iii) Where an employee in D(2) exercises bumping options pursuant to Article 5(b) the junior employee who is affected as a result of the displaced employee bumping will be referred to the Apprentice and Trades Training Committee pursuant to C(1) above provided that a foreseeable manpower requirement exists in a trade that the employee in D(2) was not considered for.
- (3) Where under A above, more than one employee has the present skills to perform a position and is currently in the same job classification, the vacancy will be offered in order of greater seniority. In the event senior employee(s) decline the position the junior employee shall be directed.
- (4) (a) Where an employee is directed to another position under A(1) or B(1) and is reclassified to a job classification outside the employee's general classification in Article 18 the employee shall hold dual selection seniority as follows:
- (i) On the date the employee is reclassified the employee shall commence to accrue selection seniority in their new job classification and general classification.
  - (ii) The employee shall retain and continue to accrue their former Article 18 general classification seniority.
  - (iii) An employee will lose their dual general classification seniority if the employee applies and is selected to another position at which time the employee will hold general classification seniority in the new position as provided in Article 18.
- (b) Where an employee under A(1) is reclassified to a job classification outside the employee's seniority group in Article 5(b) and within 2 years of reclassification is affected by a layoff, the employee shall be given a once only choice of exercising their Article 5(b) options either within their new seniority group or in their prior seniority group.

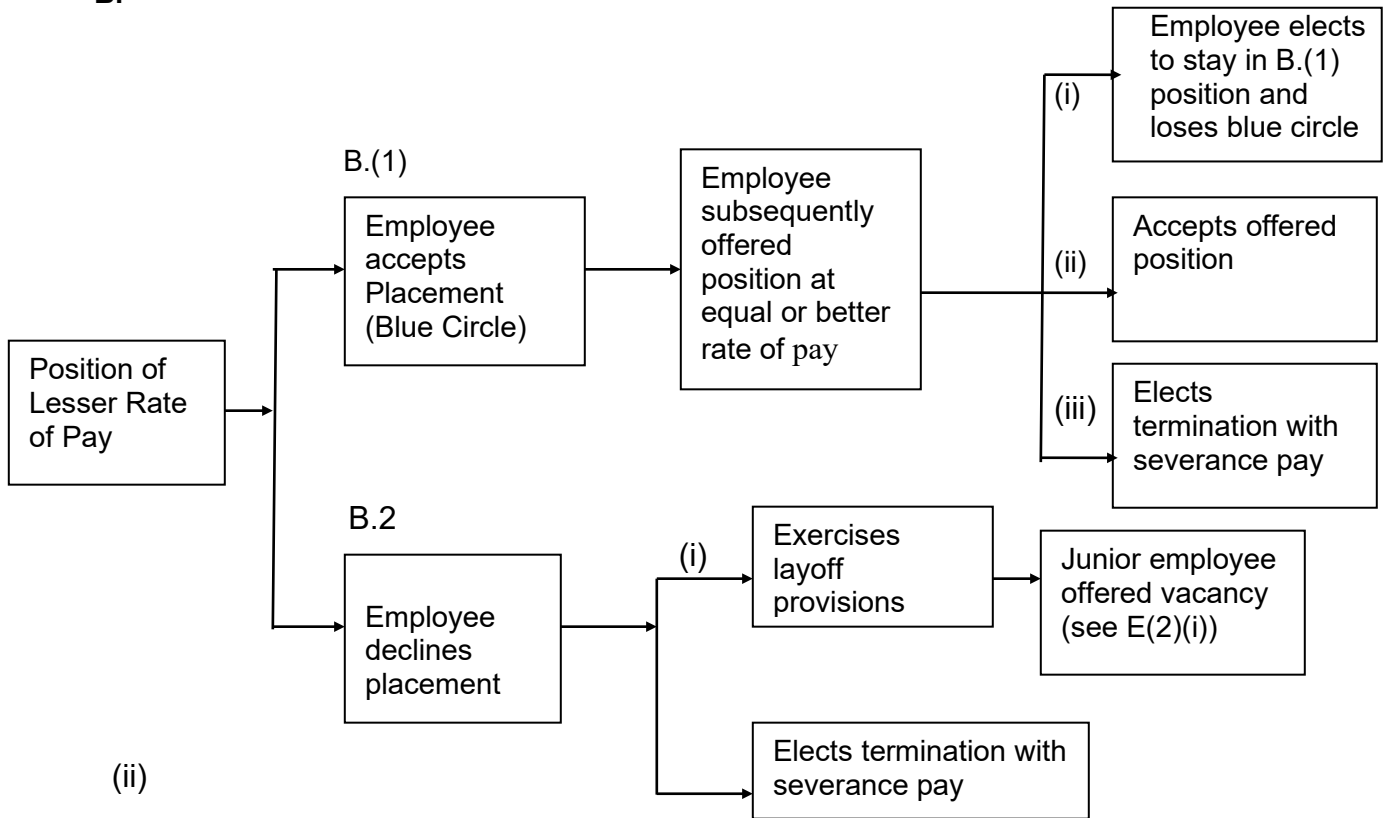
The above shall not apply where the employee is re-established into their prior seniority group or bulletins to another position.

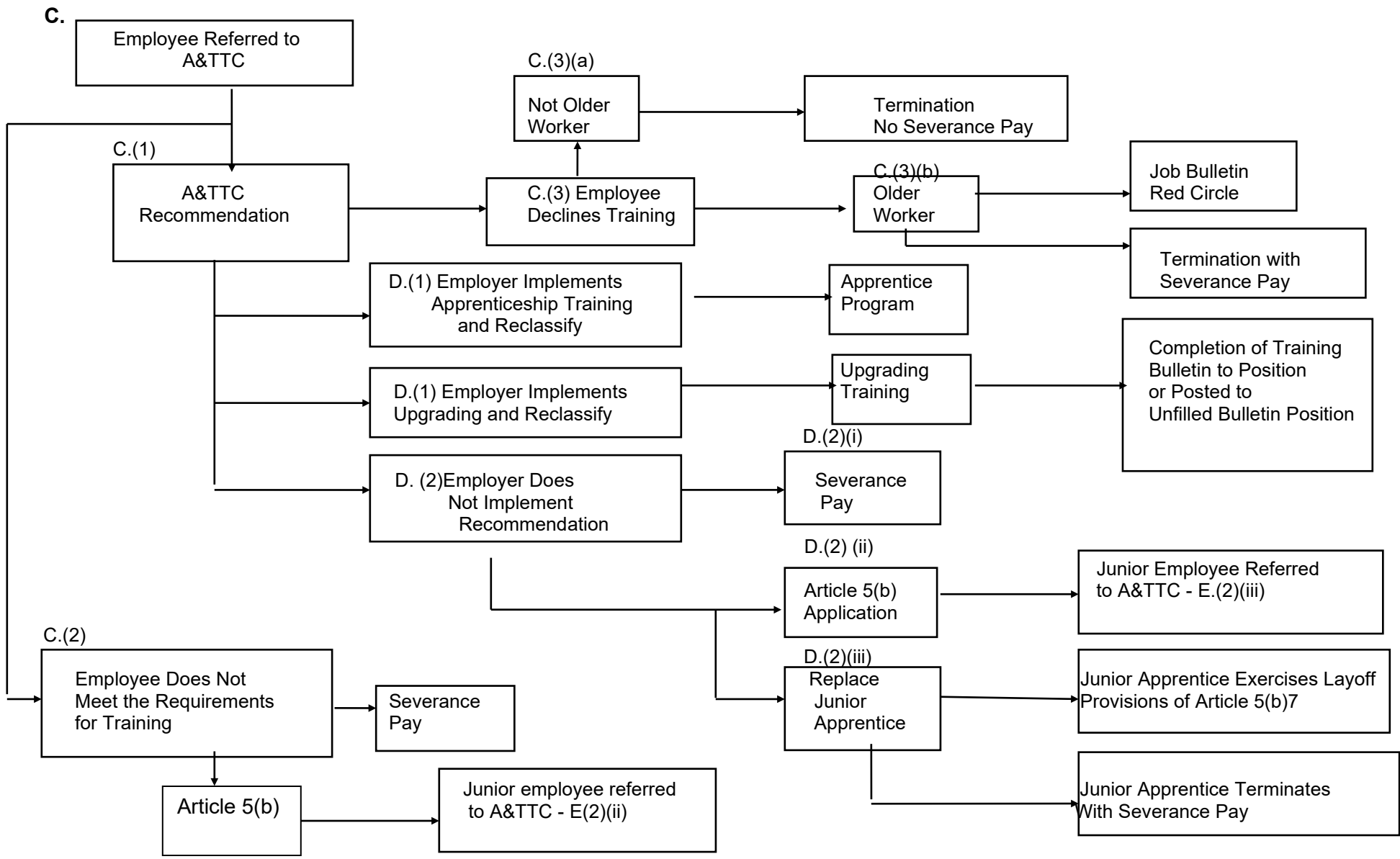
- (5) The procedures in A, B, C, D and E(2) above do not preclude employees from applying on bulletined vacancies.
- (6) Where an employee elects termination with severance pay the Employer and employee may, by mutual agreement, establish a termination date within the six month period. Should this occur Local Union 258 shall receive written confirmation from the Employer.
- (7) The Union will receive copies of all correspondence sent to employees pursuant to this process.
- (8) The following flow chart developed as part of the 16 May 1984 Memorandum is intended only to describe the flow of the process and remains a reference document for the Parties. The flow chart does not modify the terms of Article 2 or this Appendix F.

A.



B.







## APPENDIX "G"

### TROUBLE TECHNICIANS

The Employer may utilize Trouble Technicians working on shift as follows:

1. Trouble Technicians working on shift may be employed at the following BC Hydro headquarters; Surrey, Langley, Richmond, Burnaby (2), Coquitlam, North Shore, Vancouver, and the Victoria region.
2. The maximum number of Trouble Technicians working on shift shall be fifty (50). These positions shall be filled in accordance with Article 18. With the establishment of a new headquarters Trouble Technician's within the headquarters from where the work is being transferred will be given first option to be reassigned to the new headquarters.
3. The hours of work for all headquarters except Richmond and Vancouver shall be 2 shift operation as follows:

Each shift will be an eight hour shift including a one-half hour unpaid lunch period.

Shift times are as follows:

|          |                |
|----------|----------------|
| #2 shift | 06:00 – 14:00. |
| #3 shift | 14:00 – 22:00  |

The lunch period to be taken as follows:

|          |               |
|----------|---------------|
| #2 shift | 10:00 – 10:30 |
| #3 shift | 18:00 – 18:30 |

provided, however that the lunch period may be varied not more than one-half hour in either direction by the Trouble Technicians where special circumstances or completion of a particular task warrants such variation.

For Richmond and Vancouver, the shift will be a twelve hour shift including one forty-five (45) minute unpaid lunch period. Shift times will be 06:00 – 18:00. Lunch period will be taken from 11:00 – 11:45 but may be amended by 30 minutes in either direction. There will be one additional coffee period to be taken in the afternoon.

The shift schedule will be any 3 consecutive days followed by 4 days off while providing up to 7 day (Monday to Sunday) coverage, providing the equivalent of 35 hours per week.

The description for Trouble Technicians in Article 34 shall apply and they are included in General Classification.

4. Article 20(b)2, paragraph 1, and Article 20(b)5 (e) do not apply.

5. No day worker Power Line Technicians headquartered in the area described in paragraph 1 above as at 9 January 1992 will lose employment in their classification or location as a result of Trouble Technicians working on shift.
6. Shift premiums contained in article 20(b)4(a)&(b) will not apply to Trouble Technicians.
7. For clarification, there is no rate enhancement when Trouble Technicians come together even though the person in charge will be established.

Agreed to this 16th day of December, 2022, at Surrey, British Columbia.

For IBEW 258:

  
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*J. Zimmerman*  
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*P. Greenwell*  
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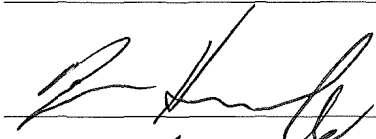
*Nat. Bell*  
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*Ken Mittal*  
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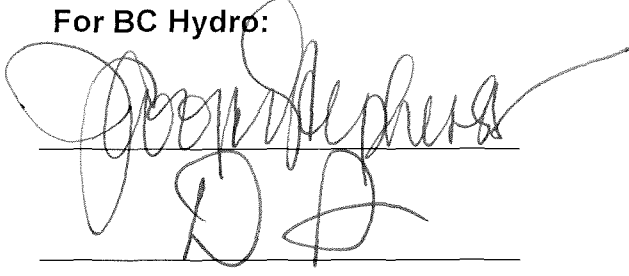
  
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For BC Hydro:

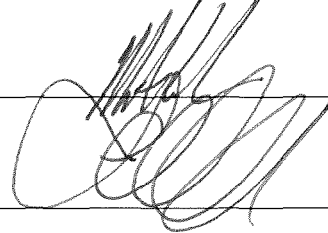
  
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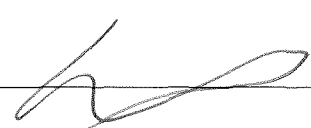
  
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*Isabel Dileo*  
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## **SUPPLEMENTARY INFORMATION**

BC Hydro & Power Authority pension, retirement benefits, group life insurance, medical services and income continuance plans.

Information about these plans can be found on the BC Hydro Intranet under Human Resources, Benefits.

*\*Note: It continues to be understood that this section does not form part of the collective agreement, and is for supplemental reference purposes only.*