

Memorandum of Agreement

Frequently asked questions

Please see below for additional information regarding the changes made to the various Articles as a result of collective bargaining and the tentative agreement between IBEW 258 and BC Hydro.

This FAQ does not cover all the changes but is considered a living document. Updates will be made when further questions are asked, and clarifications are required.

Article 15 (m)

At any point where the Employer is responsible under this Agreement for board and lodging a living out allowance of \$130.00 **\$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 (eg. 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.**

Why did we tie LOA to general wage increases (GWI)?

The negotiating committee tied the LOA to the general wage increase to avoid having to continuously re-negotiate with the employer. By doing this, future increases will be at least the GWI percentage, and that amount will be automatic and not cost against the total package under a PSEC mandate. This is a significant gain for our members.

Is the increase to LOA Retroactive to April 1, 2022?

No, the increase to LOA will take effect upon ratification.

Article 20 (a) 3 and Article 62. (4)

...government action or order limiting access to BC forests due to wildfire, risk of wildfire or other forest health emergencies

Explanation:

This practice is currently being followed with agreement between BCH and IBEW. This item is considered an update to the language with no material change to the practice.

Article 21 (h)

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

Explanation:

Meals will be adjusted with each annual increase in general wages.

Why did we not choose a dollar value vs. wage matching meal adjustments?

Any time you adjust any monetary value in the collective agreement, PSEC counts that as part of your available funds for negotiating. Should this value already get adjusted annually, it won't be costed against us during future negotiations.

Example:

April 1, 2022, the OT meal is \$42.00.

April 1, 2023, the OT meal will be \$42.00 + (Between 5.5% - 6.75% based off COLA)

April 1, 2024, the OT meal will be increased by the general wage increase percentage. This will be a minimum of 2% to a maximum of 3% based of BC CPI on the amount from the previous year.

Per Diem:

Why isn't per diem in this MOA?

Per diem is a company policy and is not written into the collective agreement. The union submitted a proposal during bargaining to include per diem into the collective agreement and to increase the dollar amount. PSEC would have costed this against us which means we would have less of an overall package. The employer and the union came to an agreement for the union to withdraw the proposal and in turn they would increase the per diem to \$72.00.

Article 25 (a)

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.

Explanation:

Members wanted a definition of immediate family identified in the Collective Agreement.

Article 25 (b)

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.

Explanation:

Maternity leave has been unchanged. Paternity has been topped up from zero to 8 weeks at 85% of your straight time wages

When are these changes effective?

These changes will be effective upon ratification.

Article 34

Construction Services ~~CBU Temporary~~ employees in the Power Line Technician and Electrician classifications may only operate and switch ~~to allow them~~ 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.

What is considered an emergent situation and readily available?

Wires are down and there’s a potential public risk or significant impact to customers. A risk to the plant suffering catastrophic damage.

Readily available in context to the collective agreement has historically meant a phone call away. In discussion with the employer, that would be approximately an hour in urban areas and 2 hours in rural areas.

What is the intent behind this language?

There are customer response concerns in storm response and emergent situations where regular Operation personnel weren’t readily available and CS members were qualified and in proximity to the emergent situation.

Article 34 – Power Cable Support Technician

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.

Why change the name?

Cable Splicer Helper and Cable Splicer were requested to have a name change to align with industry standard. These roles were renamed to Power Cable Support Technician and Power Cable Technician.

Who can do this Support Technician work?

Power Line Technician will have preference for all these positions but if none apply, the employer can fill the role with an Electrician. In this role, the employee will receive the PLT rate of pay and their Seniority will remain in the Electrician classification.

Article 34 – Power Line Technician

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 (eg. battery replacement, modem replacement and power resets). Communication Protection and Control Technologists retain jurisdiction for this work.

What is the intent behind this language?

This work has been contracted out province-wide from CPC. By having PLTs who are all already in the area, this work can be retained in house but kept within the jurisdiction of CPC. Should CPC workload decrease, and capacity becomes available, this work will be done by CPC.

The scope of this work is for installation and maintenance. Commissioning is to be kept to the CPC discipline.

Field Storekeeper

~~(Refer to MOU # 57)~~

~~An employee qualified in the operation of a field store, defined as a store location that is supplied from a BC Hydro managed distribution centre. 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 coordinating 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.~~

What is the intent of adding the word “tools” to the Field Storekeeper position?

Many Field Storekeepers are already arranging for maintenance of tools and performing minor repairs, this change will reflect the current practice of many Field Storekeepers. Ultimately this provides more value to the employer for this classification. The more valuable a classification is the more leverage the union has for negotiating and the classification has more job security.

Will this increase the workload for Field Storekeepers?

Potentially, however there is a limited amount of work that is possible during any given day. Employees can only accomplish what is feasible. Should the employer expect more work to actually be completed in any given day this will better position the union to argue for a headcount increase.

Article 44 – 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.

Are the general wage increases retroactive to April 1, 2022?

Yes, the general wage increase between the date of ratification to April 1, 2022 is retroactive.

Is the \$0.25 flat rate increase retroactive?

Yes, the \$0.25 flat rate increase will be retroactive from April 1, 2022.

What is the purpose of the \$0.25 flat rate increase?

The \$0.25 flat rate increase is a signing bonus

Why is the signing bonus a \$0.25 increase to the wage rate instead of a larger one-time lump sum payment?

It is better to incorporate a signing bonus into the wage rate so that it can compound over time and factor into other things such as your pension, it also helps with further increases to the OT Meals, LOA, etc.

What is BC CPI?

The Consumer Price Index (CPI) **represents changes in prices as experienced by Canadian consumers**. It measures price change by comparing, through time, the cost of a fixed basket of goods and services.

To view the current CPI data, please refer to the following link:

[Consumer Price Index \(CPI\) - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/statistics/economy/consumer-price-index-cpi-province-of-british-columbia)

Why are the wages in the wage schedule of the MOA not adjusted according to the general wage increases for the duration of this agreement?

This was done intentionally. The exact wage increases are not yet known because the general wage increases are variable due to the cost-of-living adjustments. The wage schedule will be adjusted accordingly throughout the term of the agreement.

Could The General wage increases have been higher?

No, PSEC has set a public sector mandate and the British Columbia General Employees Union (BCGEU) negotiated a “Me Too” clause.

What is a “Me Too” clause and how does it impact BC Hydro employees?

Should any other public sector bargaining unit (including BC Hydro) receive an increase higher than the general wage increase the province will be obligated to pay BCGEU members the additional increase. Considering BCGEU has over 30,000 members in the public sector the provincial government will never allow another public sector bargaining unit to receive an increase that exceeds the current general wage increase.

Could the targeted wage increases have been higher?

No, unless you were to erode existing negotiated working conditions or providing concessions.

Is this contract better than previous contracts?

Yes, this is the best contract in over a decade. Here are the previous public sector mandates:

2019 mandate:

- Three-year term
- General wage increases of 2% in each year
- Ability to negotiate conditional and modest funding that can be used to drive tangible service improvements for British Columbians. An example would be targeted funds to address existing, chronic labour market challenges where employers need to meet service delivery commitments or changes that achieved service enhancements such as innovations, modernization or efficiencies.

2014 mandate:

- Five-year term
- General wage increases of 0, 1%, 1.5%, 1.5%, 1.5%
- An additional 1.95% in Economic Stability Dividend

2012 Mandate:

- The province will not provide additional funding for increases to compensation negotiated in collective bargaining
- Employers are directed to work with responsible ministries and employer bargaining agents to develop Savings Plans to free up funding from within existing budgets to provide modest compensation increases
- Employers must not reduce service levels to the public in order to fund compensation increases
- Employers must not transfer the costs of existing services to the public to pay for compensation increases
- Savings Plans can include savings resulting from operational cost reductions, increased efficiency, service redesign, business gains and other initiatives, so they can propose much broader savings than under the previous Net Zero Mandate
- Identified savings are to be used to fund compensation increases that will facilitate negotiated settlements with unions through collective bargaining
- Identified savings must be real, measurable and incremental to savings identified by public service employers to meet Provincial Budget and deficit reduction targets for 2012/13 and beyond
- Employers and unions may also negotiate other savings at the bargaining table to supplement Savings Plans
- Employers are not required to negotiate a target wage increase but increases must be modest and employers must have an approved Bargaining Plan from government
- Employers must seek agreements of at least two years in length; there is no maximum term for collective agreements under the Cooperative Gains Mandate

2010 Mandate:

- A two-year term
- No net increases in total compensation costs
- Compensation trade-offs: savings found through (mutually-agreed) changes in collective agreements may be used to fund compensation increase

How does the wages compare to the Master Line Agreement that was ratified last year?

This MOA is better. The general wage increases are more than what the line contractors received.

Article 13 (p) and 49 – Helicopters

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.

Nothing contained in 1., 2., and 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.

Why was this language added?

The estoppel letter BC Hydro provide to the Union was to cease the current practice which was a premium paid outside of the terms of the collective agreement. The new language for working with helicopters now assures members will be paid a premium while performing (HET).

MOU# 25 Training courses

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.**

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).**

Why was this language added?

It was the result of a mediated settlement from a previous grievance on meal entitlement while attending training. The employer was not providing a meal and this language requires then to do so.

MOU# 54 – Trades Training Instructors

~~6. In subsequent collective bargaining and pay rate reviews the TTI rate will be linked to 100% of the highest IBEW Regular Foreman rate. Incumbents will continue to accumulate seniority in the trade classification they last held.~~

Why was this language removed?

The previous language had a “me-too” clause tied between the highest paid IBEW Forperson rate and the Trades Trainer rate. As a result of this, members were excluded from wage increases due to the significant cost increase to the employer to increase the rates of all members in this “me-too” clause.

Now that the Trades Training Instructors are an established classification, they should attract their own rate increases.

It was recognized that there was some historical compensation for the PIDP requirement and the tying of the rates. As a result, a one-time targeted 2% increase was applied to the TTIs to compensate for the de-coupling.

MOU Re: Gainsharing

Why was this language added?

The Parties agree to place the present Gainsharing MOU into the collective agreement. By doing this, it will have to be negotiated out to be removed.

MOU Re: Field Rotation

Does this MOU cap the time that a trades training instructors can spend working in the field?

No, the intent of this MOU is to prevent trades training instructors from spending all their time away from the field so that they maintain their skill set within their respective trade.

Re: 'Targeted' wage increases

Through the 2022 round of Collective Bargaining, the Parties hereby agree to the following specific wage increases:

- 1) Effective the date of ratification, the following positions will receive a one-time two (2%) percent increase:
 - a. Communication, Protection and Control Technologist
 - b. Area Planner Scheduler
 - c. Generation Plant Operator
 - d. Truck and Transport Vehicle Tradesperson
 - e. Utility Truck and Transport Vehicle Tradesperson
 - f. Mobile Truck and Transport Vehicle Tradesperson
 - g. Mobile Utility Truck and Transport Vehicle Tradesperson
 - h. Vehicle Technical Advisor
 - i. Utility Vehicle Quality and Commissioning Facilitator
 - j. Trades Training Instructor
- 2) Effective the date of ratification, the Field Storekeeper the hourly wage rate will be increased to \$32.80.

- 3) Effective the date of ratification, the Telecommunications Network Controller hourly wage rate will be increased to \$55.96.
- 4) Effective the date of ratification, the Fleet Safety Trainer hourly wage rate will be increased to \$51.08.

Why have these classifications received a one-time increase?

All these one-time wage adjustments are done for a reason:

Communication, Protection and Control Technologist – The employer is experiencing significant attraction and retention issues.

Area Planner Scheduler – This classification will no longer be tied to another classifications rate.

Generation Plant Operator – The employer is experiencing attraction and retention issues.

Various Fleet Positions – The employer is experiencing significant attraction and retention issues within fleet services.

Trades Training Instructor – This is a result of decoupling. Trades Training Instructors will no longer be linked to other classifications.

Field Storekeeper – The union was able to trade the addition of the word “tools” to this classification in exchange for an increase in wages.

Telecommunications Network Controller – TNC missed out on a 3.5% increase after the employer and union reached an MOU outside of bargaining a few years ago. The union went to arbitration and was unsuccessful. This wage adjustment is to resolve this long-standing issue.

Fleet Safety Trainer – The union was successful in our “job creep” argument. The employer has significantly altered their job scope.

Why isn't every classification on this list?

Because it would be considered a general wage increase and the BCGEU “Me Too” clause prevents anyone from receiving a general wage increase

Why aren't more classifications on this list?

- 1) The PSEC mandate has a limited amount of funds. Every round of bargaining the union negotiates additional increases for specific groups depending on current circumstances.
- 2) The employer must agree to these increases so the union must identify classifications in which the employer is experiencing problems such as attraction and retention.
- 3) Some classifications have too many people to provide an increase to stay within the funds allocated under the PSEC mandate.

- 4) Many classifications have received similar one time increases in previous negotiations (PLT's and Electricians for example).

Employer Concessions:

What are some examples of concessions that BC Hydro was seeking during negotiations?

- 1) Eliminate Article 13 (d) which is commonly referred to as the 60% clause for employees who are temporarily acting as a crew lead.
- 2) Introduce varied start times. Two hours either direction of your regular start time.
- 3) Expand the number of trouble technicians, and change the shifts.
- 4) Introduce shifts for PLT's outside of regular hours for straight time wages for any scheduled work.
- 5) Introduce shifts for electricians outside of regular hours for straight time wages for all of stations.

Public Sector Employer's Council (PSEC):

What is PSEC and how long have BC Hydro employees been subject to PSEC?

Since 1993, all general wage increases have been mandated by the Public Service Employers Council (PSEC) which is a direct arm of the provincial government.

Are we obligated to comply with the mandate from PSEC?

Yes, this mandate is applicable to all public sector bargaining units.

Is it possible to get away from PSEC And the mandates?

Possibly, this is no easy undertaking that will require a significant time and financial investment. If it was easy the local union would have done this already. We won't be able to get away from PSEC this round of negotiations.

IBEW Bargaining Committee:

What is the recommendation of the IBEW bargaining committee?

The IBEW bargaining committee recommends for the membership to vote in favour of this MOA.

