

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (BC HYDRO)**

(The "Employer")

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION 258 (IBEW 258)**

(The "Union")

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1. The Parties agree that the attached terms and conditions form a Memorandum of Agreement, subject to ratification by the Parties' respective principals.
2. It is further agreed that each Party will unanimously recommend acceptance to their respective principals.
3. Unless specifically stated otherwise, all items contained in this Memorandum will become effective on the date of ratification.
4. Except as specifically amended below, all terms and conditions of the Collective Agreement effective from April 1, 2015 through March 31, 2019, including Letters or Memoranda of Understanding, shall remain in full force and effect for the renewed term of the Collective Agreement, unless subsequently amended by mutual agreement of the Parties.
5. All items discussed by the Parties during the negotiations and not addressed herein will be considered withdrawn on a without prejudice basis.

## **TERM OF COLLECTIVE AGREEMENT (3 Years)**

Amend Article 4 to read as follows:

### **“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, 2022-2019 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.”

## **1. WELFARE BENEFITS**

Effective January 1, 2022, the Employer agrees to increase paramedical services to an annual maximum of one thousand five hundred and fifty dollars (\$1,550.00) per person.

Amend Article 11 (d), as follows:

### **“(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, and the maximum dismemberment benefit shall be \$200,000.”

## **2. FLEXIBLE BENEFITS**

The Parties agree to meet during the term of the renewed collective agreement, to review and share information regarding the IBEW Benefits Plan and the Flexible Benefits Plan for M&P Employees, with a view to exploring whether in future there may be any Union interest in moving from the IBEW Benefits Plan to the Flexible Benefits Plan for M&P Employees.

## **3. HELICOPTER PREMIUM**

Delete Article 49, and amend Article 13 (p), as follows:

“(p) Helicopters ~~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.~~

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

- i. 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.
- ii. 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 in the helicopter or under the helicopter while remaining on the ground shall be paid a premium equal to twenty-five percent (25%) of their straight-time wages for a minimum of 4 hours or for time worked.
- iii. 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, outside of or under a helicopter shall be paid a premium equal to fifty percent (50%) of their straight-time wages for a minimum of 4 hours or for time worked.
- iv. Nothing contained in i., ii. and iii. 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 fifty percent (50%) of their straight-time wages for all hours worked during that day.
- v. The words "assigned to work directly with a helicopter" contained in ii. and iii. 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 ii. and iii. 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.
- vi. 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."

#### **4. COOKING OUT ALLOWANCE**

Amend Article 14 (c) as follows:

“(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 ~~\$63.00 per day (effective July 10, 2015, \$75.00 (effective April 1, 2020, \$80.00; effective April 1, 2021, \$85.00)~~ per day by the Employer for food and cooking. Where the circumstances warrant it, BC Hydro may provide a cook.”

## 5. LIVING OUT ALLOWANCE

Amend Article 15 (m) as follows:

“(m) At any point where the Employer is responsible under this Agreement for board and lodging a living allowance of \$130.00 (effective April 1, 2020, \$140; effective April 1, 2021, \$150.00) per day for seven days per week may, by mutual agreement between the Employer and the Local Union, be granted in lieu thereof provided the employee affected lodges in the immediate vicinity of this temporary headquarters.”

Where employees are provided with board and lodging away from headquarters and they elect to return home on week-ends or on other days upon which no work is scheduled, they shall, upon request, be granted a living allowance of \$130.00 (effective April 1, 2020, \$140; effective April 1, 2021, \$150.00) for such non-working days on which they do not utilize the board and lodging provided by the Employer.”

Amend Article 48 (b) 4. (i) as follows:

“(i) a living allowance of \$130.00 (effective April 1, 2020, \$140; effective April 1, 2021, \$150.00) per day for seven days per week; may, by mutual agreement between the Employer and the Local Union, be granted in lieu thereof;”

## 6. BULLETINS & ELIGIBILITY FOR BIDDING

Amend Article 18 (b), as follows:

“(b) Applicants:

~~Employees, including Apprentices, posted to a position in accordance with Appendix B(2)(e), will not be eligible to compete for bulletined vacancies in another location for a period of twelve (12) months from the date of arrival in the headquarters of an accepted offer. The Parties recognize that conditions warranting delay to the date of arrival may occur as a result of operational requirements or individual circumstances. In either situation, exceptions may be made if approved by the Employer and the Local Union.~~

~~accepted notification of selection or posting to the new job currently held.~~

~~Apprenticeship applicants, recently graduated Apprentices, and Journeymen/women applying for crew supervision or instructor positions are excluded from this provision.~~

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

Amend Appendix "B" – Apprenticeship and Trades Training Committee, paragraph 2 (e), as follows:

**"2 (e) Placement on completion of training**

An Apprentice may apply to any Journeyman/woman 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 Journeyman/woman until successful completion of their Apprenticeship, except as provided in Appendix "B" 3. The Apprentice shall continue to be an employee in training and as determined by the A&TTC, they are subject to completing their instruction in every aspect of their trade until their normal graduation date.

An Apprentice who has secured a bulletined position prior to graduation and subsequently becomes a journeyperson, shall not be eligible to compete for bulletined vacancies for a period of twelve (12) months from the date of arrival in the headquarters of their first journeyperson role.

The Parties recognize that conditions warranting delay to the date of arrival may occur as a result of operational requirements or individual circumstances. In such cases, the date of arrival shall be reasonably adjusted, according to the situation. Other exceptions may be made if approved by the Employer and the Union.

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."

*Note: ~~Those employees eligible to bid at date of ratification (January 14, 2013) will continue to be eligible.~~*

**7. SEVERANCE PAY**

The Parties agree to meet prior to May 31, 2020 for the purpose of modernizing Article 19 Severance Pay. This process requires the Parties to identify all relevant provisions associated with Article 19, including, but not limited to Article 2, 5 and Appendix F. If the parties do not agree on the modifications, the existing language will be maintained.

**8. AUTHORIZED VARIATION IN START TIMES**

Amend Article 20 (a) 1 (1<sup>st</sup> Paragraph) as follows:

"Seven and one-half (7 1/2) hours shall constitute a working day. Regular hours shall be 08:00 to 12:00 and 12:30 to 16:00 Monday to Friday, provided, however, that the lunch period may be moved not more than one-half (1/2) hour in either direction when the

Foreman/woman or other person in charge determines that special circumstances or completion of a particular task warrant such variation. Provided a minimum of seventy-two hours notice is given, starting times for day workers may be varied by up to 1.5 hours prior to the regular scheduled start time from the regular working hours subject to mutual agreement between the employee(s) affected, the local union and their Manager as to start time and duration of the schedule change. 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.”

## **9. WILDFIRES & HEAT – HOURS OF WORK**

Amend Article 20 (a) 3 as follows:

“Notwithstanding anything to the contrary in the Agreement, in the event of ~~an emergency forest closure as authorized under the *Forest Act*~~ government action or order limiting access to BC forests due to wildfire or other forest health emergency, the work day shall consist of seven and one-half hours at straight-time rates irrespective of the time commenced. If closure time is reached before seven and one-half hours have been worked payment will nevertheless be made for seven and one-half hours for the day. Overtime rates shall apply for those hours worked in excess of seven and one-half. Work shall be continued until closure hours with a minimum of seven and one-half hours’ pay for the day. Due to the emergency conditions meals will be eaten on the job and meal periods will be paid as defined in Article 21(h). It is understood that the foregoing arrangement of hours and rates of pay as defined in (3) above is devised to cover emergent conditions peculiar only to ~~forest closure orders~~ government action or order limiting access to BC forests due to wildfire or other forest health emergency.”

Amend Article 20 (a) 4 as follows:

“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 or heat, and conditions of poor air quality.

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.”

## **10. MODIFIED WORK WEEK**

Agreed as per the attached Appendix “A”.

## **11. ANNUAL VACATION & BANKING**

Amend Article 22 (b) as follows:

“(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
1 <sup>st</sup> to <u>5<sup>th</sup></u> <del>8<sup>th</sup></del> anniversary	3 weeks' vacation
<u>6<sup>th</sup> to 8<sup>th</sup> anniversary</u>	<u>3 weeks' plus 1 day vacation</u>
<del>*9<sup>th</sup> to 16<sup>th</sup> anniversary</del> (effective January 1, 1994)	4 weeks' vacation
* 17 <sup>th</sup> to 24 <sup>th</sup> anniversary	5 weeks' vacation
* 25 <sup>th</sup> 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

Effective in the year 2020, employees are required to take a minimum of three weeks' vacation, no later than September 30<sup>th</sup> in the year following the calendar year in which the vacation was earned. Thereafter, any unused vacation out of those three weeks will be paid out to the employee.

**12. MEAL PER DIEMS AND OVERTIME MEALS**

BC Hydro will provide a letter of commitment to meet, review and discuss the issue of meal per diems, including overtime meals.

**13. STATUTORY HOLIDAYS (ON WEEKENDS)**

Add the following as Article 23 (e):

“(e) If a statutory holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be observed.”

**14. MATERNITY/PARENTAL LEAVE**

Article 25 (b) paragraph two, and the guidelines mentioned herein will be amended and updated to include parental leave with up to 8 weeks of top-up to 85% of their normal weekly base salary, effective April 1, 2021.

“(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).

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

Effective April 1, 2021, Employees on parental leave may be eligible for a “top-up” of their employment insurance payment as outlined in the guidelines provided from the Employer to the Union.”

\*Generally, the maternity/parental leave guidelines will be updated to include the following (not to be included in the collective agreement):

*The employer will provide an employee who qualifies for parental leave with up to (8) weeks of top-up to their weekly Employment Insurance benefits to 85% of their normal weekly base salary. The top-up will be based on the Employment Insurance benefit that would be received for the standard leave period, regardless of whether the employee elects to take an extended leave period as may be allowed by Employment Insurance. Such top-up pay will be paid after the employee provides proof of receipt of Employment Insurance benefits.*

*The employee will be required to sign an agreement to return to work for a minimum period of six (6) months after the leave period. If the employee does not return to work for this minimum period, then they shall be required to repay the top-up received.*

## **15. JOB DESCRIPTIONS, DUTIES AND JURISDICTIONS – (ARTICLE 34)**

### **Switching by Construction Services**

Amend Article 34 opening paragraphs, as follows:

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

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

Construction ServicesBU 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.”



## **Cable Splicer Helpers**

Amend Article 34, Cable Splicer job description, as follows:

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

Notwithstanding the duties assigned to a Power Line Technician or Electrician, Cable Splicers shall on all type of cable carrying over 600 volts, do the fitting of potheads and other accessories and the assembly, testing, repair and maintenance of such cables. They may act as a Foreman/woman or a Sub-Foreman/woman over Power Line Technicians, Driver/Helpers, Apprentices or labourers. Excluding generating stations a Cable Splicer, under the direction of the person-in-charge, may for the execution of their own work on 35 kV and below, operate and switch lines and equipment up to but not including the feeder bus in distribution supply stations. Cable Splicers will not operate any apparatus equipped with supervisory control.

All Cable Splicer Helpers shall be either a Journeymen/women Power Line Technicians or an Electrician, except where it is necessary to employ, temporarily, Cable Splicers from other companies for the purpose of instruction or specialized work. Preference for Cable Splicer Helpers will be given to Power Line Technicians, however, should no Power Line Technicians apply, Electricians may be selected for these positions.”

Note (not to include in the Job Description): the Electricians will maintain their Electricians seniority.

## **Communications Protection and Control**

A CPC Technologist shall undertake work in regards to installing, commissioning, maintaining, trouble shooting, repairing of equipment and systems encompassing all aspects of control, protection and telecom as assigned.

## **Field/Storekeeper**

Amend Article 34, Field/Storekeeper job description (*per LOU Re: Field/Storekeeper Amalgamation*), as follows:

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

## **Machine Operator and Machine Operator 1**

See attached LOU.

## **Regional Distribution Foreman/Woman**

The Parties agree to meet by March 31, 2020 to discuss the terms and conditions outlined in the LOU dated November 6, 2014.

## **Trades Training Instructor (TTI)**

Amend Article 34, TTI job description, as follows:

“A Trades Training Instructor shall be a Journeyman/woman 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 ~~live-line work~~ 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 Foreman/ woman's percentage wage note rate for their classification in accordance with Article 13(d).”

## **Trades Training Projects Coordinator**

Amend Article 34, Trades Training Projects Coordinator job description, as follows:

“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, 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.”

## **16. GENERAL WAGE INCREASES – ARTICLE 44**

Replace the opening paragraphs of Article 44 - Wage Schedules language to read as follows:

“The April 1, 2019 wage rates are derived by adding 2% to the wage rates in effect March 31, 2019.

The April 1, 2020 wage rates are derived by adding 2% to the wage rates in effect March 31, 2020.”

The April 1, 2021 wage rates are derived by adding 2% to the wage rates in effect March 31, 2021.”

Delete all references to and including: *Appendix “A” – Letter of Agreement Re: Economic Stability Dividend.*

## **17. WAGE NOTES – ARTICLE 44**

Amend or delete the following ‘Wage Notes’, effective April 1, 2020:

“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 1087% of the appropriate basic job classification rate.

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

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

The rate of pay for Foremen/women listed in Article 44 is 1165% of the appropriate basic job classification 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 System Operator or Load Operator is assigned to teach skills to employees the instructor will be paid at 110% of his/her 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 Custodian and Senior Automotive and Heavy Vehicle Partsman supervising employees other than Tradesmen/women is 107% of their basic job classification.”~~

“Note 12: The rate of pay for Senior Operator is 1054% of the designated employee’s rate of pay.”

“Note 13: The wage rate of a ~~Senior Custodian and Senior Automotive and Heavy Vehicle Partsman~~ and Vehicle Quality & Commissioning Facilitator supervising employees other than Tradesmen/women is 1087% of their basic job classification.”

Add the following NEW ‘Wage Notes’:

“Note 11 The rate of pay for Cable Splicer Helper shall be the equivalent to a Power Line Technician.”

“Note 16 Measurement Canada Test Console Verification and Shop Special Test Lab Premium - Meter Technician shall receive a premium of 7% when working in the Meter Shop preparing Meter Test Consoles for Measurement Canada verification/re-verification or when working in the Special Test Lab troubleshooting, testing, calibrating and assembling communication equipment for complex metering.”

BC Hydro and the Union agree to meet by May 31, 2020 to further discuss confined space issues and whether a premium should be considered. (not to be included in Collective Agreement).

## **18. WAGE ADJUSTMENTS – ARTICLE 44**

Effective the first full pay period following the date of ratification of this MOA, the following classifications will receive a one-time wage adjustment:

- Telecom Network Controllers will receive a wage adjustment of 3.5%.
- Field/Storekeepers will receive a wage adjustment to the equivalent of the Construction Tool & Material Handler rate of pay.

**19. INDIGENOUS RELATIONS PARTNERSHIP**

The Parties agree to meet regularly to discuss, understand and identify the shared interests of BC Hydro, the Union and our employees/members as it relates to Indigenous employment and training issues.

**20. FLEET SERVICES - HOURS OF WORK – (PART IX - ARTICLE 62)**

Amend PART IX - Article 62 A. 2. (a) to reflect long standing practice, and delete (b) per housekeeping changes, as follows:

“2. Exceptions to 1 above are as follows:

(a) Vehicles Services - Hours of Work

(i) Garages  
07:30 - 15:30  
16:00 - 24:00\*

(ii) Head Office  
07:30 - 15:30

(iii) Mobile employees hours of work shall be any eight consecutive hours, including 1/2 hour unpaid lunch period, Monday to Friday. Mobile employees working other than the hours 08:00 to 16:00 will, in addition to their regular rates of pay, receive a shift differential premium of 8.25% of their regular rates of pay.”

~~(b) Commercial Property Management - Hours of Work~~

~~(i) Custodians - Edmonds complex  
07:00 - 15:00  
16:15 - 00:15\*~~

~~(ii) Custodians - Edmonds complex, Surrey complex (excluding garage):  
16:00 - 24:00\*~~

~~(iii) Custodian - Surrey Garage  
17:00 - 01:00\*~~

\*These employees shall receive a shift differential payment of ~~3%~~ 4% of their regular rates of pay.

**21. TOOL ALLOWANCE – (PART IX – ARTICLE 63)**

Amend Article 63 A. as follows:

**“TOOL ALLOWANCE - ARTICLE 63**

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

- A. BC 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 ~~\$0.50~~ ~~\$0.40~~ times (effective April 1, 2020 ~~2015~~, ~~\$0.60~~ ~~\$0.50~~ 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 BC Hydro. BC Hydro and the Union will undertake periodic joint inspection of tool kits to ensure a minimum requirement is met.”

**22. FORT NELSON GAS TURBINE GENERATING STATION (FNG) – (PART X)**

Amend section ‘D. Qualification Recognition\* for FNG’ as follows:

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

Fourth Class Power Engineers Certification	<del>\$20.00</del> <u>\$25.00</u> bi-weekly
Third Class Power Engineers Certification	<del>\$45.00</del> <u>\$55.00</u> bi-weekly
Second Class Power Engineers Certification	<del>\$75.00</del> <u>\$95.00</u> bi-weekly
First Class Power Engineers Certification	<del>\$95.00</del> <u>\$120.00</u> bi-weekly
Millwright Certification	<del>\$95.00</del> <u>\$120.00</u> bi-weekly
Aircraft Mechanic Certification	<del>\$95.00</del> <u>\$120.00</u> bi-weekly
Instrumentation and Controls Technologist/Mechanic	<del>\$95.00</del> <u>\$120.00</u> bi-weekly
Utility/Industrial Electrician Certification	<del>\$95.00</del> <u>\$120.00</u> bi-weekly
Machinist Certification	<del>\$70.00</del> <u>\$90.00</u> bi-weekly
Relevant Post-Secondary degree/diploma	<del>\$70.00</del> <u>\$90.00</u> 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.”

**23. WINDERS**

NEW MOU as per attached **Appendix “B”**.

**24. GAINSHARING**

NEW MOU as per attached **Appendix “C”**.

**25. REMOTE LOCATIONS – APPENDIX C**

Amend Appendix “C” – ‘Remote Incentives’ of the collective agreement as follows:

**“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:

<b>Low:</b>	<b>Medium:</b>	<b>High:</b>
Vanderhoof	Fort St John	Chetwynd
Port Hardy	Dawson Creek	Bella Coola
Golden	Kitimat	Queen Charlotte City
Nakusp	Valemount	Masset
Pemberton	Burns Lake	Fort Nelson
Clearwater	Mackenzie	Sandspit
Terrace	Fraser Lake	Hazelton
Smithers	Meadow Creek	Hudson's Hope
Clinton	Prince Rupert	Dease Lake
	<u>Smithers</u>	<u>Valemount</u>
		<u>Mackenzie</u>

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, or~~
- (b) Are full-time temporary employees expected to be headquartered for a minimum of 9 months in an eligible location and not receiving room and board while working in the location, and

- (c) Have an established headquarters at or near to a remote location which is referred to in paragraph 2, and
- (d) 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:

BC Hydro will review the remote location measurement system prior to 31 December ~~2017~~ 2024 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 BC Hydro before entering negotiations for a renewal collective agreement. BC 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 utilize the Runzheimer Model and share the costs to determine a rating for Ganges, Lillooet, and Ucluelet prior to May 31, 2020. Should either of these locations receive a rating of Low, Medium or High, they will be respectively added to the table in paragraph 2 above, effective July 1, 2020.



10. The Parties will continue to consider a means of obtaining employee input on issues related to working in remote locations.”

## 26. TROUBLE TECHNICIAN COVERAGE

Amend Appendix “G” of the collective agreement as follows:

### **“TROUBLE TECHNICIANS/~~TROUBLE ELECTRICIANS~~**

The Employer may utilize Trouble Technicians & ~~Trouble Electricians~~ working on shift as follows:

1. Trouble Technicians & ~~Trouble Electricians~~ 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, or any other headquarters as mutually agreed between the Employer and the Union.
2. ~~The maximum number of Trouble Technicians working on shift shall be fifty (50) fifty five (55). These Positions shall be filled in accordance with Article 18 and it is Hydro’s intention to backfill all PLT vacancies that result from the initial increase in Trouble Technician positions.~~ 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 maximum number of Trouble Electricians working on shift shall be 15 in total and these positions shall be 15 in total and these positions shall be filled in accordance with Article 18.~~
4. The hours of work for all headquarters except Richmond, ~~and Vancouver,~~ and any other locations in paragraph 1 above as mutually agreed between the Employer and the Union, shall be 2 shift operations 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 ~~or Trouble Electricians~~ where special circumstances or completion of a particular task warrants such variation.

For Richmond, ~~and Vancouver,~~ and any other locations in paragraph 1 above as mutually agreed between the Employer and the Union, 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, and may be varied by mutual agreement between the employee and

the manager with approval of the local union. 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.

Employees are permitted to exchange their shift schedule rotation provided there is no additional cost to the employer and it is approved by their manager.

~~Where the Employer intends to convert 8 hour shifts to 12 hour shifts, or 12 hour shifts to 8 hour shifts, the Employer will provide no less than 60 days written notice to the Union.~~

Notwithstanding the existing 12 hour shift schedule at Richmond and Hamilton, any additional shift headquarters (Victoria, Horne Payne and LMS) may consider implementation of the 12 hour shift schedule, which may be proposed by either Party and shall be subject to:

- i. BC Hydro review and approval, and;
- ii. requires a 75% majority vote of the affected employees.

Implementation of the 12 hour shift schedule shall require a 60 calendar day notice period, unless mutually agreed to a reduced notice period.

Once implemented, a 12 hour shift schedule shall remain in place for a 12 month period, following which the Parties will review the schedule in the context of operational considerations and efficiencies, subject to continued 2/3 majority approval of the affected employees.

During the annual review, in the event that a 2/3 majority of the affected employees does not continue to approve of the schedule, a 60 calendar day transition period is required to revert to the previous schedule.

With a 60 calendar day notice period, Management may revert to the previous schedule in accordance with Article 20.

Should any unforeseen problems or disagreement arise around the application or interpretation of the implementation of 12 hour shift scheduling at additional headquarters, then the Parties shall meet to resolve outstanding issues.

Management reserves the right to fill vacant positions, arising from attrition, with either an 8 hour or 12 hour shift schedule based on operational needs.

~~The Parties will meet within 45 days of ratification to agree to all other clauses which may be impacted by this change.~~

~~The description for Trouble Technicians and Trouble Electricians in Article 34 shall apply and they are included in General Classification #'s 1 and 2 respectively.~~

5. Article 20(b)2, paragraph 1, and Article 20(b)5 (e) do not apply.
6. No day worker Power Line Technicians ~~or Electricians~~ headquartered in the area where a Trouble Technician is hired ~~described in paragraph 1 above as at December 19, 2008~~ January 1992 will lose employment in their classification or location as a result of ~~Trouble Technicians or Trouble Electricians~~ working on shift.
7. Shift premiums contained in article 20(b)4(a)&(b) will not apply to Trouble Technicians ~~trouble workers~~.
8. For clarification, there is no rate enhancement when trouble workers come together even though the person in charge will be established.”

## 27. MOU's

Incorporate 'MOU #56 – Vehicle Quality & Commissioning Facilitator' into the collective agreement as applicable (e.g. Article 18, Article 34, Article 44, etc.), and delete:

**MOU # 56**  
**VEHICLE QUALITY & COMMISSIONING FACILITATOR**  
*(As per LoU dated October 27, 2008)*

~~The parties wish to establish a new temporary classification and hereby agree to the following:~~

1. ~~The following will be added to Article 34 — Definitions, Duties and Jurisdiction:~~

~~**Vehicle Quality & Commissioning Facilitator**~~

~~A Vehicle Quality & Commissioning Facilitator is a Vehicle Tradesman/woman 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.~~

~~The position will be required to liaise with supplier representatives, departmental foremen/women, 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 Tradesmen/women.~~

~~When not performing the above duties, the position will engage in the regular duties of a Vehicle Tradesman/woman, as per the Collective Bargaining Agreement, in the New Vehicle department.~~

2. ~~The wage rate for this classification will be 107% of the wage rate of the Vehicle Tradesman/woman, or equivalent to the percentage uplift for Senior Automotive and~~

~~Heavy Vehicle Partsman/woman. As of the effective date of this agreement, the wage rate for the Vehicle Quality & Commissioning Facilitator is \$31.63.~~

- ~~3. Selections into this position will be based on Merit, Efficiency and Seniority, and the successful candidate will be hired within this role for a two-year period but will retain their full-time regular (FTR) status. Since this position is temporary, the two-year period may be reduced if there is not deemed to be a need to continue the position.~~
- ~~4. Management will review the position to determine if there is an on-going need past the original two-year posting; this review may occur anytime within the two-year duration but will be conducted before the temporary period is finished. If the position is continued as a regular role, it will be added to Article 34 — Definitions, Duties and Jurisdiction, and it will be included in General Classification #24 — Vehicle Tradesman/Woman and the incumbent confirmed in the role as regular employee.~~
- ~~5. If the position is dissolved, the incumbent will be absorbed into a Vehicle Tradesman/Woman position and will earn the rate of pay associated with this position.~~

Amend MOU #37 - as follows:

**MOU # 37**  
**TRADES TRAINING PROJECTS COORDINATOR**  
*(AMENDED December 2019)*  
*(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~~ added to Article 34)

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

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

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

Amend MOU #54 as follows:

**MOU # 54**  
**TRADES TRAINING INSTRUCTORS**  
*(AMENDED December 2019)*  
~~(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. TTIs will be paid at a rate of \$42.83 effective 1 April 2008 and \$44.11 effective 1 April 2009. The TTI classification is not eligible for any of the current market allowances.~~
3. (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.

4. 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.
5. 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).
- ~~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.~~
- ~~7. The Trades Training Project Coordinator will continue to be paid 110% over the TTI rate as outlined under MOU#37.~~

Amend MOU #60 – Safety Advocate – Classification (dated November 28, 2012), as not all portions of it has been effectively incorporated into the collective agreement:

**MOU #60**  
**SAFETY ADVOCATE CLASSIFICATION**  
 (~~Sections of this MOU have been incorporated into Article 34~~)

In August of 2010 BC Hydro Safety Taskforce was established to bring together a team of union and management safety-minded employees from different operational backgrounds to determine why serious safety incidents have been occurring at BC Hydro and to develop recommendations to significantly improve BC Hydro's safety performance. These recommendations have been supported by both the unions and the Executive of BC Hydro. One of the recommendations of the Safety Taskforce was to establish a Safety Advocate role.

The Parties therefore hereby agree to the introduction of a new job classification called Safety Advocate along with the corresponding collective agreement changes:

1. The following job description will be added to Article 34:

“Safety Advocate”

An Electrical Journeyman 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.”

2. Assignments to this position will be advertised internally through an ‘expression of interest’
3. 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 his delegate.
- ~~4. The parties will meet by March 31, 2014 to discuss any modifications to the Memorandum that maybe required for continuous improvement.~~
4. The rate of pay for this position shall be \$53.50 per hour (the same rate as the Trades Training Project Coordinator., effective April 1, 2011) and will be enhanced by any applicable general increases effective on the same date as the general increase.

## **28. COLLECTIVE AGREEMENT & HOUSEKEEPING**

The Parties agree to undertake a comprehensive review of the collective agreement, and make recommendations for amendments to further modernize, simplify, and clarify the language in the collective agreement, prior to printing a renewed collective agreement. This includes reviewing the housekeeping items identified by the Parties.