

Appendix "A"

MEMORANDUM OF UNDERSTANDING NO. XX

Between

B.C. HYDRO & POWER AUTHORITY
(the "Employer")

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 258 (IBEW 258)
(the "Union")

Re: Modified Work Week

The Parties hereby agree to provide the opportunity to establish a modified work week according to the conditions set out in this Memorandum.

1. Employees in the participating headquarters or workgroups will receive a 7% wage increase in lieu of SWP Days. The 7% wage increase will be treated in the same manner as if it was part of an employee's regular wage rate. As such, the increase will be included in the calculation of all regular wage related items, including overtime pay and pension credits.
2. A thirty-eight (38) hour paid work week will be achieved by scheduling four (4), ten (10) hour extended workday shifts, each week, inclusive of ½ hour unpaid lunch.
3. The work week will be either Monday to Thursday or Tuesday to Friday according to the work requirements.
4. Ten (10) hours shall constitute a workday shift. The regular hours of work will be 07:00 – 17:00, inclusive 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.
5. When Statutory Holidays occur, they will be recognized as per article 23(a), and statutory holiday pay will be based on the modified work week.
6. a) Report time will apply in accordance with Article 21(e)1, except that, if there is less than thirteen (13) 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.

- b) 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 workday.
 - c) If an employee is required to be on standby on a scheduled day off, they shall be entitled to the weekend standby pay.
7. Annual vacation (AV) will be accrued based on the modified work week.
 8. For purposes of other leaves, a working day shall constitute nine and one half (9.5) hours, and shall be paid as such.
 9. Application of the modified work week will be considered when an employee(s) or management request, subject to approval of operational considerations, and requires a 75% majority vote of the affected employees.
 10. Implementation of the modified work week shall require a 60 calendar day notice period, unless mutually agreed to a reduced notice period.
 11. Once implemented, the modified work week 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.
 12. During the annual review, in the event that the affected employees 2/3 majority approval does not pass, a 60 calendar day transition period is required to revert to the regular schedule.
 13. With a 60 calendar day notice period, Management may revert to the regular schedule in accordance with Article 20.
 14. 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.