# FORTISBC

### AGREEMENT

### BETWEEN

### **FortisBC**

### AND

### Local 213 of the International Brotherhood Of Electrical Workers

February 1, 2009 to January 31, 2013



#### THIS AGREEMENT made the <u>6th day of February, 2009</u>, effective the 1st day of <u>February, 2009</u>.

#### **BETWEEN:**

### LOCAL 213 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, representing employees of FortisBC Inc., engaged in specified occupations in the generating and distribution system owned, operated or under construction by the Company, (hereinafter called "the Union")

### OF THE FIRST PART

### AND:

### FORTISBC Inc.

### (hereinafter called "the Company")

### OF THE SECOND PART

### WITNESSETH AS FOLLOWS:

### **Table of Contents**

Article		Page
Article I	Definitions	7
Article 2	Recognition of Union	
Article 3	Term of Agreement	
Article 4	Right Reserved to Management	12
Article 5	No Discrimination	13
Article 6	Strikes or Lock-outs	14
Article 7	Deduction of Union Dues	15
Article 8	Activities of the Union on Company Time	16
Article 9	Job Descriptions	18
Article 10	Safety	19
Article 11	Seniority	22
Article 12	Vacancies and Promotions	24
Article 13	Transfers	
Article 14	Crew Reduction	
Article 15	Temporary Employment	32
Article 16	Hours of Work	
Article 17	Procedure for Settling Disputes	42
Article 18	Transportation Provisions	47
Article 19	Relocation Provisions	51
Article 20	Work Done by Contractors	54
Article 22	Reporting Pay	57
Article 23	Travel Time Pay	
Article 24	Leaves of Absence	
Article 25	Technological Change	63
Article 26	Wages	
Article 27	Premiums	

Article 28	Overtime Rates	68
Article 29	Banked Time	73
Article 30	Statutory Holidays	
Article 31	Vacations with Pay	
Article 32	Special Vacation	
Article 33	General	
Article 34	Pensions	
Article 35	Indentured Apprentices	

### Addendum "A" Benefits

Medical	
Sickness and Accident Protection	
Long Term Disability	
Group Life Insurance	
Helicopter Insurance	
Dental Plan	
Vision Care	
Hearing Aids	
Schedule "A" - Payscale/job classification	110

### Appendix "B" Letter of Understanding

2	Regular Part Time Meter Reader	115
5	Change to Start Time of a Shift	117
6	Continuous Operations Work Schedule	119
7	Enabling Arrangements	126
8	Operation Work Schedule (Waneta Dam Site)	126
9	Implementation of a 4 Day Work Week	133
11	Future Retiree Benefits	135
12	Journeyman Powerline Technicians	136
13	Single Arbitrator Listing	138
14	Work Done by Contractors	139
15	Work Done by Contractors	
16	Crew Leader Transition	143

### Appendix "B" Job Descriptions

Arborist	145
Crew Leader	146
Communication, Protection & Control Technologist	148
Communication, Protection & Control Tech. Apprentice	150
Customer Serviceman	152
Equipment Operator	154
First Aid Helper	156
Floorman (1 <sup>st</sup> Class)	158
Floorman (2 <sup>nd</sup> Class)	.160
Floorman (3 <sup>rd</sup> Class)	162
Garage Attendant	
Inspector Civil Construction	166
Journeyman Transman - Automotive Truck & Transport	168
Journeyman Carpenter	169
Journeyman Electrician	170
Journeyman Millwright	
Journeyman Painter	

### **IBEW 213 Agreement**

Page 5

Journeyman Plumber	
Journeyman Welder	174
Labourer	
1 <sup>st</sup> Class Maintenance Man	176
Meter Reader	
Meter Technician	
Power Line Technician (Lineman)	
Power Line Technician Apprentice	
Power Line Technician Pre-Apprentice	
Project Leader	
Relief System Power Dispatcher	
Safety Coordinator	
Senior Dispatcher	
System Power Dispatcher	
Technical Trades Advisor - Line	
Truck Driver	
Warehouse Clerk	
Warehouseman	

### ARTICLE 1. DEFINITIONS 1.01 Employees

The word "employees" as used in this Agreement means all employees of the Company employed in and about power plants owned, operated or under construction by the Company, and the power lines connected thereto, and in those areas in British Columbia where the Company's power lines supply service and all persons occupying classifications under this Agreement, except persons excluded by the Labour **Relations** Code of British Columbia.

### 1.02 Permanent Headquarters

<u>Permanent</u> headquarters are cities or towns containing one or more Company report station(s) with locker. wash-up, shower, change and lunchroom facilities such as, Creston, Kaslo, South Slocan, Castlegar, Trail, Grand Forks, Greenwood, Oliver, Penticton, Kelowna, Keremeos, <u>Princeton</u> and Waneta.

### 1.03 Temporary Headquarters

From time to time the Company will assign employees to locations that are deemed to be temporary headquarters. These locations will have normal necessities, including <u>lunchroom</u> and washroom facilities. Where overnight stays are required, there shall be proper living accommodations and the Company will ensure there is off-duty access to grocery stores and restaurants within 10 kilometers of the living accommodations. The locations in Marginal Paragraph 1.02, Summerland, Osoyoos, Salmo and Nelson are examples of temporary headquarters.

### 1.04 Gender

Words in this Agreement which import the masculine gender shall include the feminine.

#### 1.05 Base Rate

**An** employee's base rate is the hourly rate established for his classification in Schedule A of this Agreement. which does not include shift differentials. overtime pay, or premiums. etc.

### 1.06 Transfers and Vacancies

A permanent transfer is the movement of an employee within his classification from one headquarters to another due to redundancy or lack of work. A temporary transfer is the movement of an employee within his classification from an employee's permanent headquarters to another headquarters for a temporary period of time. Subject to the exceptions in Article 12 and 15, all other movements of employees, including additions to complement. create vacancies. which must be posted and filled in accordance with Article 12.

### ARTICLE 2. RECOGNITION OF UNION 2.01

The Company recognizes the Union as the exclusive representative of the employees for the purpose of conducting collective bargaining in respect **of** rates of pay, wages, hours of work and other working conditions; and the Company shall continue *so* to recognize the Union as long as the Union retains its right to conduct collective bargaining for the employees under the law. The Union and individual members agree to cooperate with the Company in increasing efficiency and giving satisfaction to the Company's customers. The Company agrees to cooperate with the Union and individual employees in promoting good morale and job satisfaction.

### 2.02

The Company agrees that all new employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, <u>within</u> fifteen days from the date of <u>their</u> employment, become and remain members **of** the Union.

### 2.03

If the business or part of the business is sold, leased, transferred, or otherwise disposed of, the purchaser, <u>lessee</u>, or transferee, is bound by this Agreement.

### <u>2.04</u>

The contributions of the Company and the Union will be jointly recognized by appropriate signage at all health, safety, environmental, and community events sponsored in whole or in part by the Company in which Union members and/or the Union participate(s).

### 2.05

The Company shall provide a bulletin board of no less than eight square feet at every Company facility at and from which employees are regularly employed upon which shop stewards may post and maintain Union publications and notices. Any disputes about the appropriateness of material posted by a shop steward will be referred to the Union's Assistant Business Manager and the Company's Manager, Human Resources, for discussion and resolution.

### ARTICLE 3, TERM OF AGREEMENT 3.01

This Agreement shall remain in effect from February 1, 2009 until and including the <u>31st day of January</u>, 2013.

Thereafter this Agreement shall remain in full force and effect until such time as a new collective agreement is negotiated, the Union is legally locked out, or the Company is legally struck.

### 3.02

Operation of subsections (2) and (3) of Section 50 of the Labour *Relations* Code shall not be applicable and <u>are</u> excluded from this Agreement.

## ARTICLE 4. RIGHTS RESERVED TO MANAGEMENT 4.01

The Union recognizes the undisputed right of the Company to operate and manage its business, and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be inconsistent with the provisions of this Agreement.

### 4.02

Nothing in this Agreement shall be interpreted **as** interfering in any way with the Company's right to extend, limit, curtail, or shut down its operations, or any part of its operations, when, in its sole discretion, the Company may consider it advisable to do so.

### 4.03

The Company shall always have the right to hire, discipline, demote, and discharge employees for proper cause.

## ARTICLE 5. NO DISCRIMINATION 5.01

The Company agrees that there shall be no discrimination against any employee by reason **of** his legitimate activities **as** an officer, representative or member of the Union and there shall be no intimidation or discrimination on the **part of** any officer, representative or member **of** the Union towards any employee **of** the Company **by** reason **of** his not being **a** member of the Union.

## ARTICLE 6. STRIKES OR LOCK-OUTS 6.01

The Company shall not cause or direct any lock-out of employees during the term of this Agreement; and neither the Union, nor any representative of the Union, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, suspension of work or slowdown on the part of any employee or group of employees during the term of this Agreement.

## ARTICLE 7, DEDUCTION OF UNION DUES 7.01

During the term of this Agreement, the Company shall deduct, as **a** condition of each employee's continued employment, **Union** dues <u>and/or assessments</u>, as established by **a** vote of the membership, from each pay cheque, and remit the same to the Union following each pay period. <u>Each pay period</u> the Company will <u>also</u> provide <u>the Union</u>, <u>with</u> the name, <u>classification</u>. pay period earnings and Social Insurance Number of the employee from whose pay such deduction has been made.

## ARTICLE 8. ACTIVITIES OF THE UNION ON COMPANY TIME

### 8.01

Members of the Union employed by the Company shall not engage in any activity for the Union on Company time (excluding paid and unpaid breaks) unless approved by the immediate supervisor or manager, and such approval shall not be unreasonably withheld.

### <u>8.02</u>

The Assistant Business Manager of the Union may, however, providing he has first obtained the permission of the District Supervisor or Plant Superintendent concerned or his appointed deputy, have access to Company <u>buildings. compounds, plants and vards</u>. In requesting such permission for access, he will indicate the nature of his business and the individual he wishes to contact and will carry out his visit in an expeditious manner with a minimum of interference to the Company's operations.

### <u>8.03</u>

The Company shall provide shop stewards with a reasonable amount of paid time for investigating grievances. attending meetings with management. communicating with the Union. and conferring with any employee about any interpretation or application of the collective agreement.

### <u>8.04</u>

Within 30 calendar days of the date a new employee is hired, the Company will provide **a** shop steward designated by the Union with a copy of this Agreement for the new employee and up to one-half hour of paid time for a Union orientation session. Where possible, the Union orientation session will take place in conjunction with **a** Company orientation session. Where this does not occur, the Company will schedule a separate Union orientation session on a date acceptable to the shop steward.

## ARTICLE 9. JOB DESCRIPTIONS 9.01

Where during the term of the collective agreement, the duties, qualifications, or responsibilities associated with a job are substantially changed, or the Company creates a new job, such job will be reviewed by the Company. Where it is determined that an existing job has changed substantially, or that a new job has been created, the Company will alter the existing job description or create a new one within three months of the need being identified. Once the job description has been created, it will be forwarded to the Union who will, within one month of receiving the job description, provide input on the job description, and discuss with the Company appropriate rates of pay. No position will be filled until the job description has been agreed to by both parties. Where the Company and the Union are unable to come to agreement on rates of pay or the content of the job description, the parties agree to use an arbitrator to resolve the issue

### <u>9.02</u>

The job descriptions for currently occupied classifications and/or for classification that might be populated during the term of this collective agreement are contained in Appendix B. These job descriptions are also posted on I.R.I.S.

### ARTICLE 10. SAFETY

The provisions in this article are subject to any conflicting *Workers Compensation Act* or *Occupational Health and Safety Regulation* provisions now in force or proclaimed during the term of this collective agreement, which the parties agree have an overriding effect.

### 10.01

Unless an alternative structure is permitted by a letter of understanding and WorkSafeBC order. the Company shall establish, operate, and maintain joint health and safety committees in each workplace at and from which 20 or more employees are regularly employed and appoint a worker health and safety representative in each workplace at and from which nine but fewer than 20 employees are regularly emuloyed.

### 10.02

Safety meetings will be held at each Company Headquarters involving employees at that headquarters on a monthly basis.

### 10.03

A shop steward, worker representative, or worker health and safety representative shall be present at and during any accident investigation, safety inspection, and/or safety audit.

### 10.04

<u>The Company will make copies</u> of the booklets on the Company's safety rules and regulations available to the Union and to all employees.

### 10.05

If an employee suffers a compensable accident, he shall be paid for the full shift during which the accident occurred.

### 10.06

The Company shall post and maintain an up-todate list of worker representatives and worker health and safety representatives on the Company's intranet and in every Company facility to and from which employees report and provide a copy of the list to the Union. The list shall contain each such representative's name, workplace telephone number, and a description of the Joint Health and Safety Committee to which the worker representative is attached.

### <u>10.07</u>

The Company shall follow the Workers Compensation Act, Part 3, Division 10 – Incident Reporting and Investigation. The Safety incident reporting shall be shared within the Company on a timely basis.

### <u>10.08</u>

The Company shall post Occurrence Reports. Incident/Accident Investigation Reports, Workplace Inspection Reports, or Joint Health and Safety Committee Meeting Reports on the Company's intranet and on every Company safety bulletin board. The Company shall provide a copy of all Joint Health and Safety Committee Meeting Reports to the Union.

### <u>10.09</u>

The Company shall not appoint any employee as a worker representative or worker health and safety representative unless and until the Union consents to the appointment in writing.

IBEW 213 Agreement

Page 20

### <u>10.10</u>

Within three months of the date a new worker representative or worker health and safety representative is appointed. the Company shall ensure that the representative attends the BC Federation of Labour Occupational Health & Safety Education Project Basic Course in Occupational Health and Safety, or equivalent.

### <u>10.11</u>

The Company shall not discipline any employee as the result of a Joint Health and Safety Committee safety audit and/or inspection.

### ARTICLE 11. SENIORITY 11.01

For the purposes of this Article the "seniority" of <u>a regular</u> employee shall, subject to Marginal Paragraphs 14.05 <u>and</u> 15.03(a), be established on the basis of the length of his service with the Company computed from the date on which he last entered the employ of the Company; provided that the period spent by an employee "on loan" in the service of another employer shall be considered as service with the Company.

### 11.02

**An** employee shall not be deemed to have any seniority until he has been employed by the Company for <u>one year as a full-time</u>, <u>part-time</u>. regular, and/or temporary employee. During <u>such</u> period, he shall be on probation and the Company may terminate his employment for any reason save Union activity.

### 11.03

The Company shall keep a record showing the date upon which each employee's service commenced and terminated. Any employee may request information from the Company relative to his own seniority. On request, the Union will be supplied with information relative to the seniority of any employee or group of employees. In addition, the Company shall produce a seniority list setting out the seniority of all employees each year. post such lists on the Company's Intranet, and provide the Union with a copy of such lists.

### 11.04

When an employee is granted an approved leave of absence such as Maternity, Paternity, or Compassionate Leave, for seniority purposes, the date on which he entered the service of the Company will remain **as** before the approved leave of absence.

### <u>11.05</u>

An employee will lose his or her seniority if the Company discharges the employee for just and reasonable cause, the employee resigns, the employee is employed in a nonbargaining unit position for more than 13 weeks, or the employee loses his/her recall rights in accordance with Article 14

### ARTICLE 12. VACANCIES 12.01

(a) All vacancies which the Company decides to fill, including vacancies for new positions, and excluding vacancies for temporary positions of less than four months duration, shall be bulletined and the Company shall post such bulletins on a Company-wide basis for at least 10 working days. Although the Company may simultaneously post vacancies internally and externally, the Company will not consider an external applicant for a vacancy unless and until the Company determines there are no qualified internal applicants for the vacancy. The bulletin will set out details of the vacancy to be filled including the business unit and headquarters to which the vacancy is assigned and the approximate date on which the vacancy is to be filled. (b) Where, in the opinion of the Company, it is desirable to retain an apprentice upon completion of his apprenticeship, upgrade him to Journeyman and retain him at his permanent headquarters, such may be done free of the other provisions of this Marginal Paragraph 12.01.

(c) The Company shall provide the Union with copies of all iob bulletins at the time they are posted. As well, the successful applicant's letter of acceptance will be copied to the Union.

(d) The job description and qualifications on a job bulletin shall be those set out in the agreed job description.

(c) If no applications have been received for a posted bulletin and if another vacancy occurs within <u>three</u> months in the same classification, <u>business unit and headquarters</u>, then the Company will not be required to bulletin that vacancy.

(f) If there are no qualified internal applicants for a bulletined vacancy and the vacancy is not filled within three months of the closing date on the job bulletin. the vacancy will be rebulletined unless otherwise agreed by the Company and the Union.

(g) The successful applicant for a bulletined, regular. full-time position shall not be eligible to apply for another bulletined, regular. full-time vacancy for a period of 12 months unless agreed to by the Company.

### 12.02

Where ability and efficiency are relatively equal, seniority shall be the governing factor in filling vacancies. Relatively equal is a difference of 10% or less. The Company will invite participation in the interview process from a Union member, <u>designated by the Union</u>, in the same business unit of the vacancy.

### 12.03

If an employee is absent from his normal job because of sickness, accident, <u>performing a temporary job</u>, or a leave authorized by the Company, he shall, on his return, be reinstated in the <u>position</u> he would have held had he not been so absent, (i.e., the employee will return to his former classification, permanent headquarters and business unit).

12.04 Temporary Transfers

(a) The Company is not obligated to consider seniority in the case of <u>temporary</u> transfers, not in excess of 30 days, but such period of time may be extended by mutual agreement of the Company and the Union.

(b) For temporary transfers in excess of 30 days, seniority will govern the right of refusal providing there are no training or efficiency factors precluding this.

## ARTICLE 13. <u>PERMANENT</u> TRANSFERS 13.01

(a) The Company shall have the right to transfer any employee covered **by** this Agreement from one permanent headquarters to another due to redundancy or lack of work. The permanent transfer of employees will be discussed with the Union by the Company before the transfer is made. The decision to accept or reject a permanent transfer from one headquarters to another will rest with the senior employee in the affected classification and originating headquarters.

(b) Where a transition from apprentice to journeyman ("topping-out") causes a surplus of journeymen in **a** former apprentice's permanent headquarters and no employees in the same classification and permanent headquarters volunteer in order of seniority for the resulting permanent transfer. the former apprentice will be transferred. If more than one apprentice has topped-out on the same date, the least senior topped-out apprentice will be transferred. Where the transfer is voluntary, Marginal Paragraph 12.01(g) will apply. Where the transfer is involuntary. Marginal Paragraph 12.01(g) will not apply.

## ARTICLE 14. CREW REDUCTION 14.01

Subject to the competency requirements of the Company <u>and</u> <u>provided no contractor or sub-contractor is performing work</u>, which but for the work of such contractor or sub-contractor could be performed by the affected regular employees or by a <u>position affected by the displacement or recall rights of such</u> <u>regular employees</u>, a layoff involving <u>the</u> termination of employment <u>of regular employees</u> shall be carried out in the following order at the headquarters involved:

(a) Those employees serving their probation period as defined in Marginal Paragraph 11.02 shall be laid off.

(b) Employees with seniority rights and in declared surplus classifications shall be laid off in the inverse order of their seniority within the declared **surplus** classifications.

### 14.02

Employees who are to be laid off under the provisions of Marginal Paragraph 14.01(b) may displace another employee as follows:

(a) The employee to be laid off may first elect to displace the most junior employee in his classification on the Company rolls.

(b) If there is no more junior employee in his classification, the employee to be laid off may then elect to displace the most junior employee in any equal or lower paid classification subject to the following:

(i) The employee being displaced must be less senior than the employee displacing him.

(ii) The employee displacing must have the prerequisite qualifications and/or experience to perform the job of the employee displaced.

### 14.03

The provisions of Marginal Paragraph 14.02(a) or 14.02(b) will apply to employees displaced by the provisions of Marginal Paragraph 14.01.

### 14.04

<u>Subject to ability and efficiency</u>, the Company agrees to rehire regular employees who have been laid off in the inverse order of their terminations, and not to hire new employees, temporary employees. contractors. or sub-contractors to perform work which could otherwise be performed by a laid off employee until those employees laid off have been recalled, Recall procedures are **as** follows:

(a) Upon layoff, employees will be placed on a Company-wide Recall List, according to their seniority. It shall be the responsibility of the laid off employee to notify Human Resources of any changes in his postal address. Employees being recalled shall be notified by the Company, either personally or by registered mail at their last known address, of the date on which they are to report **for** work, the headquarters and the available position. Recalled employees, <u>subject to having the ability and efficiency necessary to perform the job</u>, will be given 48 hours to notify the Company of their acceptance or rejection of the position offered. A recalled

#### **IBEW 213 Agreement**

Page 29

employee will have a maximum period **of** ten calendar days to report for **work** Failure to report or rejection of the position offered will result in his name being removed from the Company-wide Recall List.

(b) Removal from the Company-wide Recall List will not result in a laid off employee losing the right of re-employment. He will then be placed on a Headquarters Recall List, applying solely to his last headquarters prior to layoff, according to his seniority. Should a position occur at a given headquarters, the position shall be offered to the most senior person on the Headquarters Recall List at the headquarters; subject only to his having the prerequisite qualifications and/or experience to perform the job. Employees on a Headquarters Recall List will be contacted for positions at the headquarters concerned prior to other laid off employees being recalled.

(c) Refusal of a recall from a Headquarters Recall List will result in loss of right of re-employment.

(d) In no case shall the Company be obligated to re-employ any former employee who has been laid off for a period longer than one year.

### 14.05

(a) An employee laid off in accordance with Marginal Paragraph 14.01, 14.02 or 14.03, or who leaves the Company's employ and is re-employed within <u>13 weeks</u>, will be reinstated; and for seniority <u>and service</u> purposes the date on which he entered the service of the Company will remain as before the layoff.

#### **IBEW 213 Agreement**

Page 30

(b) An employee facing layoff on a stipulated date may, at his election, defer his effective date of layoff by taking any or all of his unused banked time and vacation time. An employee on pre-layoff banked time and/or vacation time is not eligible for Sickness and Accident Benefit Plan or Lone Term Disability Plan benefits.

### 14.06

Where an employee has been reassigned to a lower job classification as a result of layoffs, and where subsequent layoff occurs at his headquarters, he shall be permitted **to** use his full seniority in his previous and higher job classification, according to Marginal Paragraph 14.02(a) or (b) as applicable.

Where an employee has been assigned to a lower job classification as a result of layoffs, and where such reassignment does not exceed 30 scheduled working days, the employee's wages shall retroactively be adjusted to the base rate for his original higher classification.

### ARTICLE 15. TEMPORARY EMPLOYMENT 15.01 General

(a) Except as modified in this Article, the provisions of the collective agreement apply to temporary employees.

(b) The provisions of <u>Marginal Paragraphs 14.01, 14.02,</u> <u>14.03, 31.10, 31.11 and 32</u> shall not apply to <u>temporary</u> <u>employees</u>.

### 15.02 Conditions of Hire

Temporary employees may be hired under the following conditions without bulletining the positions <u>they are hired for:</u>

(a) For work of a temporary nature in connection with a specific <u>unit life</u> extension assignments or project <u>in Generation</u>. In such cases, the Company will provide the employee and the Union notice in writing of the start and completion date of the assignment. By mutual agreement, the parties may agree to periods of temporary employment in excess of a stipulated completion date. The Company shall not use this clause to reduce the regular work force.

(b) Temporary employees shall not be hired where employees having re-hue rights, as set out in Marginal Paragraph 14.04, are available and qualified to perform the temporary work assignment.

### 15.03 Conditions of Employment

Employees hired under this Article will be governed by the following conditions:

(a) Temporary employees will not attain "seniority" as set out in Marginal Paragraph 11.02 but, should the employee successfully bid to a regular position, his seniority will be considered as being effective **from** the date on which he last entered the employ of the Company. Upon completion **of** their probationary periods, temporary employees will have temporary seniority, which they can use when they compete with other temporary employees and outside applicants for posted positions and in establishing their order of layoffs: however. if a temporary employee successfully bids on a regular position, his/her regular seniority and service will include all periods of temporary service,

(b) Temporary employees will receive the same regular vacation <u>and</u> health and welfare benefits as regular employees.

(c) The Company reserves the right to retain temporary employees for the duration of their current assignments prior to allowing a transfer through job posting. Both parties agree to the principle of credited retroactive pension service purchase on a joint contribution basis and will seek reasonable time parameters from the Joint Pension Committee.

(d) <u>A layoff involving the termination of employment of</u> temporary employees shall be carried out in the following order at the permanent headquarters involved:

(i) Those temporary employees serving their probation period in the declared surplus classifications as defined in Marginal Paragraph 11.02 shall be laid off.

(ii) Temporary employees with temporary seniority rights in the declared surplus classifications shall be laid off in the inverse order of their seniority within the declared surplus classifications.

(e) Temporary employees will not have bumping rights.

(f) The Company undertakes to keep the number of temporary employees at any given headquarters to a minimum.

(g) Temporary employees will be entitled to a 4% of base pay Group RRSP (similar to the FortisBC Group RRSP) to be started on the first pay day of the month following one month of employment until eligibility for the IBEW-FortisBC Pension Plan in accordance with PBSA rules.

Temporary employees who are laid-off and subsequently rehired will not be required to re-qualify but will be entitled to RRSP contributions immediately on rehire.

### 15.04

The Company shall advise the Union, on an ongoing basis, of temporary work requirements, temporary employees hired, and the cessation of temporary work assignment.

## ARTICLE 16. HOURS OF WORK 16.01

The hours and days of work for all employees shall be either:

(a) Day Shift Monday through Friday from 7:00 a.m. to 3:00 p.m. with a one-half hour. <u>mid-shift</u>, unpaid lunch break and <u>one</u> 15 minute nutrition break on the jobsite to be taken approximately midway between start time and lunch break.

(b) Afternoon Shift Monday through Friday from 3:00 p.m. to 11:00 p.m. with a one-half hour<u>mid-shift</u>, unpaid lunch break and one 15 minute nutrition break on the jobsite to be taken approximately midway between start time and lunch break.

(c) Night Shift Monday through Friday from 11:00 p.m. to 7:00 a.m. with a one-half hour<u>mid-shift</u> unpaid lunch break and one 15 minute nutrition break on the jobsite to be taken approximately midway between start time and lunch break.

(d) Continuous Operations with shift commencement times as defined above. Employees shall work eight hours and shall bank one-half hour per shift to be taken as unpaid time off so as to average 37  $\frac{1}{2}$  hours of work per week over a 12 week cycle. The System Control Centre continuous operations work schedule is attached in Appendix A - Letter of Understanding #6.

The determination of shift assignments shall be proposed by the employees affected and approved by their supervisor.

(e) Modified Shifts: It is recognized that certain crews or employees work or may be required to work hours not set out above. The below listed Modified Shifts have been agreed to by the Parties:

(i) Fleet Operations Employees:

Day Shift Monday through Friday from 7:00 a.m. to 3:00 p.m., 9:00 a.m. to 5:00 p.m. or 10:00 a.m. to 6:00 p.m.: each with a one-half hour, <u>mid-shift</u> unpaid lunch break and one 15 minute nutrition break on the jobsite to be taken approximately midway between start time and lunch break.

Employees assigned to Fleet Operations Centre rotate through **two** or more of the above shifts according to a pre-arranged schedule.

Employees in Fleet Operations will be exempt from the provisions of Marginal Paragraphs 16.01(a) Day Shift 7:00 a.m. to 3:00 p.m.; 16.01(b) Afternoon Shift, 3:00 p.m. to 11:00 p.m. and 16.01(c) Night Shift, 11:00 p.m. to 7:00 a.m.

(ii) Customer Service Employees:

Day Shift: Monday through Friday from either 7:00 **a.m.** to 3:00 p.m. or from 8:00 **a.m.** to 4:00 p.m.: in either case with a one-half hour, <u>mid-shift</u>, unpaid lunch break <u>and</u> one 15 minute nutrition break on the jobsite to be taken approximately midway between start time and lunch break.

Changes from one to the other of the above hours of work shall be made in accordance with Marginal Paragraph **16.03**.

Employees in Customer Service will be exempt from the provisions of Marginal Paragraphs 16.01(a) Day Shift, **7:00 am. to** 3:00 p.m.; 16.01(b) Afternoon Shift, 3:00 p.m. to 11:00 p.m.; and 16.01(c) Night Shift 11:00 p.m. to 7:00 a.m.

(iii) During the months of December and January, Construction, Operations and Maintenance crews may be assigned to Day Shift: Monday to Friday from 8:00 a.m. to 4:00 p.m.

Changes to and from this modified shift shall be made in accordance with Marginal Paragraph 16.03.

(iv) Network Services and Generation employees: <u>Three, nine and one-half hour days followed by one nine</u> <u>hour day</u>, followed by three days of rest as per Letter of Understanding #9.

(f) Other modified shifts may be implemented from time to time by agreement between the Parties in writing. The Parties recognize that the normal work schedule for the majority of the workforce consists of Monday-Friday. *An* employee may, for personal reasons, request the option of working five consecutive days other than the Monday-Friday sequence. The Parties agree to accommodate such request whenever practical.

### 16.02 Posting of Shift Schedules

The Company shall **post** at a suitable place in each headquarters the hours and days of work for each group of employees reporting to that headquarters. A work schedule of assigned work days and rest days shall be provided to those employees involved in continuous operations.

### 16.03 Change in Start Time of Afternoon or Night Shift

(a) A change in the starting time of an Afternoon or Night shift, exclusive of continuous operations, and to a maximum of two hours preceding the start times identified in Marginal Paragraph 16.01(b) and (c) shall not attract overtime pay but shall attract a shift premium for the entire shift, subject always to (b) and (c) below.

(b) Where a change in hours and days of work is for three working days or more and the employee has been given 48 hours notice in writing, no overtime pay shall apply.

(c) Where such change is for less than three working days or where 48 hours notice in writing was not provided, such employee will receive overtime pay for all hours worked within the 48 hour period immediately following the time at which the employee received notice of the change.

(d) Employees involved in continuous operations may exchange work shifts, it being understood that no overtime pay is involved and that such exchange was not directed by the Company.

### 16.04 Work Day

The normal work day is any day an employee is normally at work according to his assigned schedule commencing at the time he is scheduled to commence work and ending 24 hours later.

### 16.05 Work Schedule

A work schedule is defined **as** an employee's complete period of work and rest days commencing with the first scheduled work day and concluding at the termination of the first-occurring rest day or days.

### 16.06 Change in Starting Time of a Shift

The starting time of a shift **as** posted may be changed by the Company. Where this occurs the Company shall endeavour to give 48 hours posted notice. Where the period of change is three working days or more and said 48 hours notice has been given, the schedule shall come into effect without overtime rates. If said 48 hours notice has not been given, overtime rates will be paid during the first 48 hours of the new shift for the hours worked which were not included in the work hours of the previous schedule. On completion of a temporary job for which the starting time has been changed, the starting time of the previous shift shall be resumed.

### 16.07 Change of Less than Three Days

Where the period of change is for a period of less than three days, overtime rates shall be paid for the hours of the new shift worked which were not included in the work hours of the previous schedule whether or not 48 hours notice of change of starting time has been given.

### 16.08 Change in Work Schedule

When the Company changes an employee's work schedule and if the employee is required to work on the rest days of the work schedule which he had commenced and from which he was changed, he shall be paid overtime rates for those days. The new schedule will become the employee's regular schedule at the conclusion of the rest days of the work period **from** which he was changed.

### 16.09 Short Change in Work Shift

When the Company changes an employee's work shift with the result that the employee has a short change which is not a normal part of his work schedule, the employee shall be paid overtime rates for the hours worked of the second shift which are within the same work day as the first shift unless 48 hours notice of such change is given. Overtime in such cases shall be paid only on the single shift actually constituting the short change and shall not be paid for subsequent shifts. Short changes which result from accommodation of employee requests, such as changes in hours of work, exchanges of work shifts or work days, vacations and approved leaves of absence, shall not be paid at overtime rates. Work performed by an employee at overtime rate on his scheduled rest day, or overtime work, or work on a callout, do not constitute a change in work shift and do not affect the rate of pay for the employee's succeeding regular shift.

# ARTICLE 17. PROCEDURE FOR SETTLING DISPUTES

### 17.01

Should a dispute arise between the Company and any employee or employees regarding the interpretation or a violation of this Agreement, **an** earnest effort shall be made to settle the dispute in the following manner:

### Stage 1.

The employee or employees concerned, in person, with or without his or their shop steward in attendance, shall first seek to settle the dispute with his or their immediate supervisor.

### Stage 2.

Failing a satisfactory settlement within four days after the dispute was submitted under Stage 1, the employee or employees concerned, in person, with or without a shop steward in attendance, may submit the dispute, which shall be stated in writing, to the Function Superintendent, or to a representative appointed by him, who may appoint others to assist in the investigation of the dispute. The Company reply at Stage 2 shall be in writing.

### Stage 3.

Failing a satisfactory settlement within five days after the dispute was submitted under Stage 2, the Union may submit the dispute, which shall be stated in writing, to the management of the Company, or the accredited representative or representatives of management, who may at their discretion require the employee or employees concerned, and members of supervisory staff concerned in or having knowledge of the dispute to appear before them and give evidence regarding the dispute. The Company reply at Stage 3 shall be in writing.

### Stage 4.

Failing a satisfactory settlement within 10 days after the dispute *is* referred to management under Stage 3, the Union may refer the dispute to a <u>single arbitrator listed in LOU #13 on a</u> rotational basis.

The decision of the <u>arbitrator</u> in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties, but <u>except as set out in Marginal Paragraph</u> <u>9.01</u>, the arbitrator <u>shall not</u> have the power to alter, modify or amend this Agreement in any respect. Each Party shall pay the expenses incurred in connection with the presentation and preparation of its own case, provided that the Parties shall bear in equal shares the expense of the <u>arbitrator</u>.

17.02 If a dispute:

(i) is not submitted under Stage 1 within 30 calendar days after the occurrence of the act or decision giving rise to the dispute, or

(ii) is not referred under Stage 2 to the Function Superintendent or his representative within 16 days after a decision was made or should have been made in Stage 1, or

(iii) is not referred under Stage 3 to Management within 16 days after a decision was made or should have been made in Stage 2, or

(iv) is not referred to an <u>arbitration</u> under Stage 4 within 30 calendar days after a decision was made or should have been made in Stage 3, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end. Saturdays, Sundays and Statutory Holidays shall not be counted in determining the time within which any action must be taken under (ii) or (iii) aforesaid but shall be included in determining the calendar day periods under (i) and (iv) aforesaid.

### 17.0<u>3</u>

The procedure for settling disputes set out in this Article shall be strictly adhered to, but the Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Company at Stage 3 where:

(i) There is no aggrieved employee or employees possible of identification at the time the dispute arose; or

(ii) The grievance involves Company policy in which case the <u>apparent</u> grievor or grievors shall be named on the face of the grievance form.

### 17.0<u>4</u>

The Company shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Union. Failing a satisfactory settlement within 14 days of such submission in writing, the Company shall have the right to refer the dispute to <u>an arbitrator</u> in accordance with this Article.

### 17.0<u>5</u>

Nothing in this Article shall be interpreted as preventing an employee from presenting his own case in turn to his immediate supervisor, Plant or Division Superintendent and the Management of the Company.

### 17.0<u>6</u>

In the meantime, and in all cases while disputes are being investigated and settled, the employee or employees and all other parties involved, except **an** employee serving a disciplinary suspension, must continue to work, but where an employee or employees has or have been discharged by the Company, he or they shall not remain in the employ of the Company while his or their case is being investigated and settled.

### 17.0<u>7</u>

In a grievance involving a discharge, the grievance must be presented directly at Stage 3 of the grievance procedure.

### 17.<u>08</u>

Any time limits provided for in this Article may be vaned by the mutual consent of the Company and the Union and confirmed in writing.

### <u>17.09</u>

Upon request. each party shall provide the other with all the material information and documents under its control and direction relevant to the matter grieved and/or to any resolution of the grievance.

### **ARTICLE 18. TRANSPORTATION PROVISIONS**

The CRA rules regarding taxable vs. non-taxable benefits apply to Article 18.

### 18.01 Transportation for Standby

The Company will provide transportation for employees on standby **as** follows: Where in the opinion **of** the Company an employee is required to use a Company vehicle when called out, he shall, where reasonably practical, be <u>required</u> **to** take a Company vehicle to his place of residence for his use in the event of a callout <u>and such vehicle will be suitable to the employee's individual requirements. If such a vehicle is not available, the employee may use his personal vehicle <u>for</u> transportation to and from the Company vehicle he will use **for** the callout, <u>and</u> he shall be compensated for the use of his personal vehicle at the CRA non-taxable Der kilometre rate.</u>

### 18.02 Transportation <u>and Travel Time Pay</u> for Temporary Transfers

(a) In the event of a temporary transfer of an employee, transportation to and from the temporary headquarters once per week and within the temporary headquarters will be supplied by the Company. If an employee requests to use his personal vehicle for transportation and such request is approved by his supervisor, he will be reimbursed at the CRA non-taxable per kilometre rate for travel to and from the temporary headquarters once per week. Such approval shall not unreasonably be withheld. It is understood, however, that, when it is necessary to move Company vehicles, employees may be required to transport Company vehicles rather than utilizing personal vehicles.

(b) Where an employee travels on a day of rest to his temporary headquarters at the request of the Company, pay will be in accordance with Marginal Paragraph 28.02 if scheduled work is being performed and in accordance with Marginal Paragraph 23.01 if transportation of the employee and his personal tools only is involved.

Scheduled work is performed by the driver if:

(i) The Company requires the vehicle to be delivered to the destination.

(ii) The Company requires tools (other than the employee's personal tools), equipment and material to be delivered to the destination.

Travel only is involved if:

(i) The Company provides the vehicle (rented or Company-owned) for the convenience of the employee, for the transportation of himself and/or others and their personal tools to the destination.

### 18.03

When the services of an employee are dispensed with because of completion of work, transportation **to** his <u>permanent</u> headquarters shall be furnished and paid for by the Company and the employee shall be paid for his/her travel time.

### 18.04

Employees resigning or dismissed while in the field shall be paid in full for all time worked by them and transportation to <u>their permanent</u> headquarters shall be furnished or paid for by the Company.

IBEW 213 Agreement

Page48

### 18.05

Employees who are required to report to their headquarters at the start of their work day will travel to and from their work place or work site, on the Company's time. Exceptions to this are outlined below.

(a) Network Service Employees

Employees who take home a Company vehicle, or are assigned to **a** different or a temporary headquarters, are expected to travel the first and last 15 minutes on their own time. This 15 minutes is meant to place the employee closer to their intended work location or job site in the morning, and the inverse is true at the end of the day.

(b) Generation Employees

South Slocan or Waneta are the Generation employee's headquarters and the locations where Generation employees are expected to start work. However, with 36 hours notice, Generation employees who have the South Slocan dam as their headquarters can be required to start work at Corra Linn, Upper Bonnington, Lower Bonnington, or Brilliant dam sites provided the assignment to the alternate location will last longer than three working days. In these cases where South Slocan headquartered employees are required to report to one of the other dams, they will receive a travel allowance of one-half hour straight-time pay for each day they report to that dam. Generation employees may also be directed to report directly to Arrow Lakes Generating Station ("ALGS") with the same notice as above. Employees who live at or beyond the junction of Highways #3A and #6 (Playmor Junction)

will be paid \$25.00 per day for mileage in addition to the <u>one-half</u> hour straight time reporting pay. This agreement for ALGS will remain in effect until termination of the service contract at ALGS.

(c) Trail and Castlegar Employees

Trail or Castlegar are the employees' permanent headquarters and the locations where these employees are expected to start work. However, with 36 hours of notice and provided the assignment to the alternate location will last longer than three working days, employees who have Trail as their permanent headquarters can be required to start work at Castlegar and employees who have Castlegar as their permanent headquarters can be required to start work at Trail. When this happens, the employee(s) will receive a travel allowance of one-half hour straight-time pay and \$20.00 per day for mileage for each day they report to their alternate headquarters.

### **ARTICLE 19. RELOCATION PROVISIONS**

The CRA rules regarding taxable vs. non-taxable benefits apply to Marginal Paragraph 19.01.

### 19.01 Permanent Transfers

(a) When at the request of the Company it is necessary for an employee to permanently change his regularly established headquarters the Company will undertake to move or to have moved at the Company's expense such employee's reasonable personal household effects. The Company's obligation in this respect is in accordance with the Company's IBEW Relocation Guidelines.

(b) The Company will pay 100% of authorized moving expenses as set out in (a) above for an employee who has more than five years continuous service with the Company from the date of last hire and who is transferred following successful application for a vacancy under Marginal Paragraph 12.01. Should an employee leave the Company within two years of his transfer date, with the exception of an involuntary termination, he will be required to reimburse the Company on a pro-rated basis.

This provision will not apply to situations where employees are displaced under Marginal Paragraph 14.02.

**19.02** Temporary Transfers

The CRA rules regarding taxable vs. non-taxable benefits apply to Marginal Paragraph 19.02.

(a) Where the transfer is temporary the Company shall provide or allow reasonable expenses for meals and accommodation, including miscellaneous expense allowance of \$15.00 per night until such employee returns to his former headquarters.

(b) The employee may elect, instead of the provisions of Marginal Paragraph 19.02(a) above, **a** flat rate of \$100.00 per day worked for the period of temporary transfer.

(c) If an employee decides to return home on a statutory holiday or weekend during his temporary transfer and had elected the provisions of Marginal Paragraphs 19.02(a) or 19.02(e), the Company will pay a travel allowance of \$50.00 per day not worked. In no instance will the Company pay meals **and** accommodation where an employee is absent from his temporary headquarters. Nothing in this Agreement shall prevent the Company from terminating a temporary transfer prior to any weekend provided the employee is returned to his regular headquarters.

(d) Where an employee, while on a period of temporary transfer but prior to the end of such temporary transfer, requests time off for vacation or other paid or unpaid absence (sickness excepted) payment of expenses or living-out allowance shall be suspended for that period of time between the last shift worked and the first shift back.

(e) At the employee's option and for the duration of a temporary headquarter change, the employee may elect a per diem of 60.00 per day worked plus accommodation. This per diem is in lieu of Marginal Paragraph 19.02(a) above.

(f) The Company will endeavour whenever possible, to provide 72 hours notice to employees transferred under this Article.

### <u> 19.03</u>

<u>Unless the employees accept a shorter period of notice</u> the Company will provide <u>at least four months of notice to</u> <u>employees transferred under Marginal Paragraph 19.01</u> and 72 hours notice to employees transferred under <u>Marginal Paragraph</u> <u>19.02</u>.

# ARTICLE 20. WORK DONE BY CONTRACTORS <u>AND</u> <u>OTHERS</u>

### 20.01 Definitions

(a) "Electrical Work" means the on-site installation, alternation, repair. maintenance, metering, or testing of electrical, fibre optic and/or electronic equipment including, without limiting the generality of the foregoing, any on-site installation, maintenance, connecting, shifting and repairing of all temporary lighting and power equipment and wiring of new buildings in the course of construction, old buildings undergoing alterations and subways, tunnels and bridges under construction or repair.

(b) "Electrical and/or Electronic Equipment" means any apparatus, appliance. conduit, cable, device. fitting. fixture, instrument. insulator. machinew, material. pipe, pole, plant, structure. wire, works or other thing used for. or designed. or intended for use for. or in connection with the generation, transformation. transmission. distribution, **supply**, control or use of electrical energy for any purpose and includes any assembly or combination of materials or things used, or intended to be used, or adapted to serve any purpose or function when connected to a source of electrical energy. Refer to LOU #14 for clarification of this definition as it applies to FortisBC work.

(c) "On-site" means on a site under the control and direction of the Company.

### 20.02 Contracting-out

(a) All Electrical **Work** done on-site by. for. or at the instance of the Company shall be performed on a "closed shop" basis utilizing unionized contractors whose unions are recognized by the British Columbia Federation of Labour unless mutual agreement is reached to do otherwise.

(b) If it becomes necessary to consider contracting out <u>on-site</u> Electrical Work to a non-union contractor, the Company will make every reasonable effort to advise the Union of the particulars at the earliest possible time. <u>The Union will be</u> invited to provide input, will consider the facts. and will not unreasonably withhold its agreement.

(c) In rural or thinly populated districts outside of cities, the Company may permit its customers, or their servants or agents, to build extensions that are to be connected to the Company's lines, provided that such extensions are built in accordance with the Company's specifications, for the purpose of securing light and power for themselves, without regard for this Article. However, in any such case, the Company shall inspect the branch line before it is energized.

20.03 Job Security

(a) "Bargaining Unit Work" means work customarily but not necessarily exclusively performed by a member of the bargaining unit.

(b) The Company will not contract out <u>Bargaining Unit W</u>ork at any of its operations if, as a direct <u>or indirect</u> result, **an** employee will be demoted or laid off <u>or while a regular</u> employee who normally occupies a classification responsible for such work is on **an** affected Company-wide or Headquarters recall list or demoted in **an** affected headquarters due to a shortage of work or bumping.

(c) Managers and other excluded employees will not perform Bargaining Unit Work except for training. incidental deliveries, emergencies and/or when **an** employee has exercised his right under Marginal Paragraph 33.10.

## ARTICLE 22. REPORTING PAY 22.01

Where an employee reports for work on his regular shift, unless otherwise directed, and is sent home because of the fact that no work of any kind is available, he shall receive a minimum of three hours' pay at the prevailing base rate.

### ARTICLE 23. TRAVEL TIME PAY

23.01 Normal Travel Time

(a) Employees who travel on a scheduled working day whenever possible shall travel on company time at straight-time rates. Travel time outside of the scheduled day shall be compensated at **an** overtime rate of two times the base rate.

(b) Employees who travel on a day of rest shall be compensated for their overtime travel at an overtime rate of two times the base rate.

### 23.02 <u>Non-discretionary</u> (Compliance or Company <u>Requested</u>) <u>Training</u>

(a) On a scheduled working day, employees not able to travel for training on Company time shall be compensated at <u>overtime</u> rates for their travel time.

(b) Employees who travel on their day of rest for  $\mathbf{U}$ -discretionary training will be compensated at overtime rates for their travel time.

(c) Employees who travel on a scheduled working day whenever possible shall travel on company time with company vehicles. If company vehicles are unavailable, the employees will be compensated with <u>the</u> mileage rate designated in Marginal Paragraph 18.02 for use of private vehicles.

### 23.03 <u>Discretionary (Non-Compliance or Employee</u> <u>Requested) Training</u>

(a) Employees who travel for discretionary training on a work day or a day of rest shall be compensated up to a maximum of 7 1/2 hours at a straight time rate of pay.

(b) Employees who travel on  $\mathbf{a}$  scheduled working day whenever possible shall travel on company time with company vehicles. If company vehicles are unavailable, the employees will be compensated with <u>the</u> mileage rate designated in Marginal Paragraph 18.02 for use of private vehicles.

(c) Prior to undertaking training, mutual agreement must be reached for those employees wishing *to* obtain overnight accommodations rather than travel excessive hours outside their scheduled working day.

### ARTICLE 24. LEAVES OF ABSENCE

24.01 Bereavement Leave

(a) On application by a regular full-time employee, bereavement leave with pay shall be granted in the event of death in the employee's immediate family. The maximum period of such leave shall be three working days. "Employee's immediate family" shall mean the husband, wife, spouse, daughters, sons, brother, sister, nephew, niece, mother, father, grandmother, grandfather, or equivalent in-laws of the employee. While on such leave an employee will receive seven and one-half hours, or eight hours pay, as appropriate, for each regularly scheduled working day occurring during the period of such leave on the basis of his regular base rate for each day. Paid leave under the terms of this Article will not disqualify an employee for Statutory Holidays. Additional compassionate bereavement leave may be granted at the discretion of the Company by application to the Human Resources department and an employee shall be entitled to take up to 10 days consecutive banked time if s/he requests it.

(b) One day without pay shall be granted to attend a funeral **as** a pallbearer provided such employee has the approval of his supervisor.

### 24.02 Jury Duty

(a) A regular full-time employee who is required to report for jury duty on a work day on which he would normally have worked, will be reimbursed by the Company for the difference between his regular straight time hourly rate of pay and **the** jury duty pay received for that day. Reimbursement shall not be for hours in excess of seven and one-half or eight hours per day, or  $37\frac{1}{2}$  or 40 hours per week, as appropriate. The employee **will** be required to furnish a certificate of service signed by the Clerk of the Court to the Company before payment is made.

(b) Time paid for jury duty will be counted as hours worked for the purpose of qualifying for vacations and statutory holidays.

### 24.03 Leave of Absence

(a) Subject to Company approval, employees may be granted leave of absence without pay. Reasons for such leaves of absence include, but are not limited to, election or appointment to union office, election to the House of Commons or the Legislative Assembly of British Columbia or to attend an educational institution. <u>Upon application, an employee hired or elected as a Business Manager. Assistant Business Manager, or Business Representative for the Union will be granted an indefinite leave of absence without Day. Such employees may continue to participate in the Company's welfare and pension plans provided that the full cost of such plans are borne by the employee.</u>

(b) For the purposes of leave granted under Marginal Paragraph 24.03(a) the Company shall be permitted to engage temporary replacement employees for the duration of said leave.

24.04 Medical and Dental Appointments

Unless concurrently ill or injured, an employee cannot use Sickness and Accident Protection benefits for attending medical and/or dental appointments. The Company expects employees to use their own time for routine medical and dental appointments. When this is not possible, the employee will be provided two hours of paid medical/dental leave. The employee must utilize their own time should the appointment be in excess of two hours. The Company may require employees to iustify the use of Sickness and Accident Protection benefits for medical or dental appointments and/or claims for paid medical/dental leave.

### ARTICLE 25. TECHNOLOGICAL CHANGE 25.01 Technological Change

In the event that technological, <u>reorganization</u>, mechanization or automation changes are instituted at any time in the Company's operations which result in the demotion of any employee, the rate of pay of such employee shall not be reduced by more than one wage grade if he has at least five years of continuous service with the Company from the date of last hire at the time the demotion takes place. It is agreed that this shall not apply in the case of demotions for other reasons including reductions of crews for reasons other than technological, <u>reorganization</u>, mechanization or automation changes.

### ARTICLE 26. WAGES 26.01

The Company **shall** pay basic wage rates (hereinafter called "base rates") to employees in accordance with Schedule "A" which is attached hereto and forms part of this Agreement.

### 26.02

Employees shall be paid bi-weekly by payroll deposit every second Friday for all wages due for the <u>10-</u>day period up to and including the pay date. Employees shall be paid bi-weekly by the same payroll deposit for all premium payments due up to and including Thursday of the preceding week If the regular <u>payday</u> falls on a holiday, employees shall be paid, if practicable, on the preceding <u>workday</u>.

### <u> 26.03</u>

Upon request, the Company will provide an employee with **a** copy of the Company's input report for his payroll deposit.

### ARTICLE 27. PREMIUMS <u>AND UPGRADINGS</u> 27.01 <u>Crew Leader Relief</u>

When a bulletined Crew Leader is absent. an employee in the same occupational stream from the same headquarters shall provide relief and will be paid **as** a Crew Leader while acting in this capacity. If a Crew Leader is absent for less than one day, this provision shall not apply.

### 27.0<u>2</u> First Aid

The Company recognizes the following levels of First Aid Certification and will pay a corresponding premium rate to fulltime and regular part-time employees who are holders of Designated First Aid **and** Relief First Aid positions.

Designated Monthly		<u>Hourly</u>
Re	lief <u>Monthly</u>	
Level 3	\$300/mo.	
<u>\$2.00/Hr.</u>	\$ <u>150</u> /mo.	
Level 2	\$125/mo.	
<u>\$0.83/Hr.</u>	\$ <u>100</u> /mo.	

Designated and Relief First Aid Attendants will be granted a paid leave of absence for this training as well **as** full course costs including examination fees for both the initial certification and subsequent renewals. <u>Other employees</u> will be reimbursed full course costs including examination fees for <u>an</u> initial certification and subsequent renewals. Employees who refuse to act or assist in First Aid <u>when</u> requested to do so by the Company <u>are ineligible for renewal reimbursement.</u>

When requested to act as a Designated First Aid Attendant, Relief First Aid Attendants shall receive the Hourly premium for **up to** four hours of relief. an entire shift of Hourly premium for more than four hours of relief. and the Designated Monthly premium for more than four days of relief in **a** month.

### 27.03 Pay for Work at Higher Classification

An employee receiving a premium or required by the Company to perform work in  $\mathbf{a}$  job classification higher than his normal classification for four hours or less during a shift shall be paid the premium or at the higher classification rate for the time worked, and if for more than four hours during  $\mathbf{a}$  shift shall be paid the premium or at the rate of the higher classification for the whole shift.

### 27.0<u>4</u> Shift <u>W</u>orker Premiums

(a) Shift employees on afternoon and night shift shall be paid a premium rate of 3% and 5% per hour, respectively, for time worked.

### 27.0<u>5</u> Standby Premiums

An employee who is required by the Company to be on standby at a time or times other than his regular working hours shall be paid

(a) A sum equivalent to one hour's pay at his base rate according to his classification for each day ofstandby on a regular scheduled day of work.

(b)  $\underline{A}$  sum equivalent to <u>five</u> hours pay at his base rate shall be paid to employees on standby on a regular scheduled day of rest or on one of the 10 statutory holidays covered by the Agreement.

(c) An employee shall have the authority, after being called out, to require another employee to assist him. When the employee on standby requires two or more employees to assist, the employee on standby will receive the Crew Leader rate of pay in accordance with Marginal Paragraph 27.03.

(d) The duration of callout time for which the employee is paid will be deemed to commence at the time the employee leaves for the job site in the vehicle provided or stipulated for such purpose and will terminate when the employee declares the job completed.

### 27.06 High Elevation Premium

While working at an elevation of 85 feet or more above the ground, an employee shall be paid a premium equal to his hourly rate at straight time.

### 27.0<u>7</u> Helicopter Premium

(a) Employees who are engaged in working in or <u>on the ground</u> <u>under</u> helicopters shall be paid a premium of 25% of their normal base rates per hour as set out in the Agreement.

(b) Employees who are engaged in working above the mound and outside or under helicopters shall be paid a premium of 50% of their normal base rates per hour as set out in the Agreement.

### ARTICLE 28. OVERTIME PROVISIONS 28.01 Proviso Subject to the proviso set out in Marginal Paragraph 28.05.

# **28.02** Overtime Scheduled Outside of Work Day Scheduled work performed by **an** employee on his assigned day or days off duty shall be paid for at double the base rate.

### 28.03 Emergency Callout Rate

(a) Work performed by an employee on an emergency callout shall be paid for at double the base rate.

(b) **An** employee called out to work at a time other than the beginning of **his** regular shift shall receive a minimum pay of four hours at the prevailing base rate. However, if the employee is called out more than once in **a** work day or day of rest he shall not be paid more than he would have received at <u>his Overtime</u> Pay rate had he worked from the commencement of the first callout to the termination of the final callout, within **a** work day or rest day.

### 28.04 Overtime Wage Rate

Work performed by **an** employee on his regular working day in excess of seven and one-half hours, or other scheduled shifts, as outlined within this Agreement, where such work is performed as <u>an extension</u> of his normal shift, <u>before his normal start time</u>, or after his normal quitting time, shall be paid for at double the base rate (<u>"Overtime Pay"</u>).

### 28.05 Overtime Meals

(a) Continuation of <u>Any</u> Shift

(i) As a continuation of <u>any</u> shift, the Company will provide a meal, if practical, <u>between the second and third</u> <u>hour of</u> overtime and every four hours thereafter.

(ii) Overtime <u>Pay</u> shall continue through the period of time over which the meal is taken, to a maximum of one-half hour. Where it is not practical to provide a meal, or where the employee elects not **to** have a meal, he shall instead receive three-quarters **of** one hour's pay **at** the prevailing <u>O</u>vertime Bate.

(iii) No meal. Overtime Pay for a meal taken, or Overtime Pay in lieu of a meal taken will be paid to an employee who works only two or fewer than two hours of overtime.

(b) Scheduled overtime

(i) In the event of work scheduled during a normal rest day or for a change of shift, where the schedule commences and ends within the normal hours of work, the employee will provide his own meal for the first meal break. If the work continues beyond a seven and one-half hour period, the provision of (a) above will apply.

(ii) In the event of scheduled overtime during a normal rest day where the schedule is for less than seven and onehalf hours, and where the employee states that he has missed a normal meal, the Company will, if practical, provide him with a meal, such meal to be eaten on the employee's own time.

(c) General Callout

(i) When an employee is called out to work and works through his normal meal time, or any portion thereof, the <u>employee</u> will <u>take</u> a meal and <u>the Company will</u> reimburse the employee on submission of a valid meal receipt.

(ii) Where an employee is called out to work and works for more than four hours, he shall be provided with a meal, if practical, and shall continue on Overtime Pay for the duration of the meal time to a maximum of one-half hour. Should it not be practical to provide a meal or should the employee elect not to have a meal, he shall instead receive three-quarters of one hour's pay at the prevailing Overtime **Pay** rate. Each subsequent four-hour period will be handled in the same manner.

(d) Temporary Transfer

Special conditions for those on living-out allowance or full room and board at a temporary headquarters;

(i) Since the Company is already providing a meal (actual expenses) or pay in lieu (living-out allowance), these employees will not have the standard option regarding the first overtime meal.

(ii) Employees on actual expenses will either take the overtime meal, and up to one-half hour to eat or wait until they return to their lodgings, eat their normal meal and claim the one-half hour at Overtime <u>Pay</u> rates.

(iii) Those on living-out allowances will claim the one-half hour eating time but will not charge the Company for the meal as the meal that they missed has already been paid for through the living-out allowance.

(iv) Subsequent overtime meal breaks in the same work day will be handled in the normal manner.

### 28.06 Rest Period

(a) Where an employee commences overtime work earlier than four hours prior to his regular working day or shift, he shall not return to, nor continue into, his working day, or shift unless otherwise requested until he has had eight hours time **off** which shall be calculated from the time his last callout finished.

(b) He shall be paid for his regular working day or shift at straight-time until the eight hours rest time expires at which time he must return to work to qualify for the remainder of his working day or shift at straight-time rates.

(c) Notwithstanding the above, if the eight-hour rest period expires five hours or later after the normal starting of the shift, an employee will not be required to return to work but will be paid straight time for the remainder of the shift. When on a callout, the rest period is calculated from the time his last callout is finished.

(d) Where an employee is requested to return to work at any time during his scheduled shift before he has completed his eight-hour rest period, he shall continue to be compensated at the Overtime <u>Pay</u> rate for all time worked, plus straight-time for the difference between the portion of the rest period taken and eight hours.

(e) Where an employee is requested to continue to work into his working day or shift without rest time he shall continue to be compensated at the <u>Overtime Pay</u> rate for all time worked, plus straight-time for his regular day or shift.

(f) Where an employee returns to work on a regular day or works into a regular day without completing rest time, and without his supervisor's authorization to do so, the overtime provision of this Article shall not apply.

**28.07** Call-out Prior to Commencementof Regular Shift Where an employee is called out less than four hours prior to the start of his regular shift and where the call-out work is completed prior to or extends into his regular shift, the employee shall be entitled to one hour off with pay at straight time to prepare for his regular shift. If the employee requests a meal under this provision the Company will provide **a** meal.

## ARTICLE 29. BANKED TIME 29.01 Standby Premium

(a) Except in conjunction with pre-retirement leave under 29.02(b), no more than 150 hours of banked overtime leave may be taken in a calendar year: however. in exceptional circumstances, the Company may permit an employee to take additional overtime leave.

(b) If an employee so chooses, he may elect, as an option to being paid at the time he is on standby, to allocate the standby dollars to the pre-retirement hour account as outlined in Marginal Paragraph 29.02(b).  $3^{rd}$  party overtime is not eligible for banking into the retirement bank.

## 29.02 Overtime Pay

(a) Employees may elect to receive overtime pay by the following procedures:

- 1. by designating full pay out on their daily time sheets. Where <u>an</u> employee does not signify a choice, the company will automatically defer to this option; or,
- 2. by signifying the overtime portion be <u>banked</u> and rescheduled at a time mutually agreeable between the employee and the Company; or,
- 3. by signifying the entire overtime rate be <u>banked</u> and rescheduled at a time mutually agreeable between the employee and the Company.

(b) For banked overtime, employees will be provided the following options:

- Deferred dollars to the pre-retirement account with a 1. lifetime maximum of 3000 hours. Employees shall receive time off with pay for each hour banked in the deferred overtime account. Time off under this account may only be utilized immediately prior to going on pension rolls. Provided the employees on this leave are not employed by another employer or self-employed, they will receive leaves, vacations, holidays, and benefits as if they were working. Employees who are employed by another employer or self-employed while on this leave are not eligible for sick leave, short term disability, long term disability. accidental death and dismemberment or WCB coverage and the Company may require an employee who is about to commence this leave to sign a waiver acknowledging she will be disentitled to this coverage if she becomes employed by another employer or self-employed during this leave. Once an employee has elected to utilize this leave, the decision to retire is irrevocable. Upon notification of the irrevocable retirement date, pre-retirement hours can be utilized under the following options:
  - i. one continuous block of hours to be utilized to the retirement date; or,
  - ii. the ability to utilize pre-retirement hours in conjunction with a Company approved work schedule.
- 2. Allocate funds to a personal RRSP.
- **3.** Maintain the funds in the account as signified in the guidelines outlined in (a) above.

4. Request a lump sum payment of, some or all monies in the account at any time, but not less than \$500.00.

(c) In the event of termination of employment before the time off is scheduled, any wages withheld will be paid to the employee. In no event shall an employee be entitled to greater payment than has been <u>banked</u> by the Company.

(d) <u>Employees may elect to receive overtime pay on 3<sup>rd</sup> party</u> non-regulated contracts by the following procedures;

I. Allocate funds to a personal RRSP; or,

2. Maintain the funds in the bank as signified in the guidelines outlined in (a); or,

3. Request a lump sum payment of. some or all monies in the account at any time. but not less than

\$500.00.

## <u> 29.03</u>

Provided an employee has scheduled all of his available regular vacation and requests banked time at a time mutually agreeable between the employee and the Company, he may take banked time at any time of the year. In the event the time off cannot be mutually agreed to before March 31<sup>st</sup> in the following year, all amounts above \$10,000 as of the first pay period in March will be paid to the employee in the first pay period in April.

# ARTICLE 30. STATUTORY HOLIDAYS 30.01

(a) The following Statutory Holidays shall be recognized by the Parties:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

When any day is proclaimed **as** a holiday under the law of British Columbia in lieu of such holiday, then that day only shall be considered as the holiday.

### 30.02 Pay for a Statutory Holiday Not Worked

(a) To qualify for pay on a <u>Statutory Holiday</u>, <u>an</u> employee <u>must</u> work his last scheduled shift before the holiday and his first scheduled shift after the holiday. Absence due to illness or injury shall not disqualify an employee for pay for a Statutory Holiday provided <u>the</u> employee has worked at least one shift in the pay period in which the Statutory Holiday falls and upon request of the Company, furnishes evidence satisfactory to the Company that illness or injury prevented him from working the days on which he was absent from work.

(b) Where a Statutory Holiday falls on an employee's scheduled work day and the employee is not required to work. such employee shall receive seven and one-half hours pay at his base rate <u>during</u>-the shift worked by him immediately prior to such holiday.

(c) Where <u>a Statutory Holiday</u> falls on an employee's scheduled day of rest, <u>the</u> employee shall <u>not</u> receive payment for the holiday, but shall be provided with another day off in lieu <u>(i.e., a</u> <u>Banked Holiday</u>) subject to meeting the terms and conditions of Marginal Paragraph 30.02(a) above as they apply to the holiday. <u>The pay for the day off in lieu shall be as in Marginal Paragraph</u> 30.02(b).

(d) Where a Statutory Holiday falls during an employee's vacation with pay taken under Article 31, he shall be paid for such holiday.

## 30.03 Pay for a Statutory Holiday Worked

Employees who perform work on any of the Statutory Holidays shall be compensated for <u>all such hours worked</u> at two times their base rate. <u>In</u> addition, such employees shall be provided with a day off <u>in lieu (i.e., a Banked Holiday)</u> or. in the event the work was unscheduled, paid for the Statutory Holiday under Marginal Paragraph 30.02. The pay for the day in lieu shall be seven and one-half hours pay <u>at the employee's base rate</u> <u>during</u> the shift worked by him immediately prior to taking the day in lieu.

## 30.04 Banked Holiday

A day off <u>in lieu</u> as provided in Marginal Paragraph <u>30.02(c)</u> and <u>30.03</u> shall be at a time mutually agreeable to the employee and the Company. In the event that no mutually agreeable day off can be arrived at by the end of a calendar year, the employee shall receive payment <u>for any unused Banked Holidays by the second pay period in the following calendar year</u>.

## 30.05 Floating Stat Holidays

(a) Each employee, <u>after 120 days of continuous service with</u> the Company, shall be entitled to four Floating Statutory Holidays during each calendar year that he is in the Company's employ, which shall be taken at a time that is suitable to both the Company and the employee.

(b) Floating Stat Holidays not scheduled off by year end, will be paid out at straight time rates by the second pay period in the following calendar year.

(c) The provisions of Marginal Paragraph 30.02(<u>a) and 30.03</u> shall apply to Floating Stat Holidays.

# 30.06 New statutory Holiday Proclamations

In the event the Federal or Provincial Government proclaims a new Statutory Holiday, the proclaimed day shall replace one of the Floating Statutory Holidays, herein provided, in the **year** following the year of proclamation. Thereafter such new Statutory Holiday shall be deemed to be included in the holidays enumerated in Marginal Paragraph 30.01 in place of a Floating Statutory Holiday.

# ARTICLE 31. REGULAR VACATIONS WITH PAY

All employees shall earn vacations to December 31 in each year on the following basis:

## 31.01

New employees will earn vacations at a rate of one and onequarter days per full calendar month worked from date of hire until December 31 of the same year.

## 31.02

An employee having completed one through six full years of service shall earn a vacation of three weeks.

## 31.03

Employees having completed seven through 16 **full** years of service shall earn a vacation of four weeks.

## 31.04

**An** employee having completed 17 through 24 full years of service shall earn a vacation of five weeks.

#### 31.05

An employee having completed 25 through 29 full years of service shall earn a vacation of six weeks.

#### 31.06

An employee having completed 30 full years of service shall earn a vacation of seven weeks.

#### 31.07

The word "week" shall be considered as being constituted of  $37\frac{1}{2}$  hours. Vacations shall be paid on the basis of the base rate at which the employee worked the majority of shifts during the calendar month immediately preceding the vacation.

## 31.08

For each period of 30 consecutive days **an** employee is absent from work, a portion of one-twelfth of the vacation he would otherwise be eligible to earn shall be deducted from his vacation entitlement in the following **year**; PROVIDED that, time spent on paid leave, to a maximum of 12 consecutive months from the commencement of such paid leave, shall be considered as time worked.

## 31.09

In the calendar year prior to becoming entitled to four, five, six or seven weeks vacation, an employee shall be entitled to **an** increased vacation with pay based on the date his service. anniversary occurs in that year, as follows:

#### Service

#### Increased Anniversary Date Annual Vacation

(both dates inclusive)37 ½ hoursJanuary 1 to March 1437 ½ hoursMarch 15 to May 2630 hoursMay 27 to August 722 ½ hoursAugust 8 to October 1915 hoursOctober 20 to December 317 ½ hours

Service Anniversary date shall be defined as:

(a) In the case of an employee whose service with the Company is recognized as continuous, that date of the commencement of service shall be the employee's service anniversary date.

(b) In the case of an employee having broken service, his total period of employment **as** at December 31, 1978 shall be computed in complete years and days of service. Such days, in excess of complete years, shall be used to determine a calculated anniversary date.

(c) In the case of an employee being hired subsequent to December 31, 1978 and having prior service, his service anniversary date shall be computed on December 31 of the year of rehire on the same basis as (b) above.

#### 31.10

**An** employee who is unable to take his scheduled vacation period because of sickness or accident may, upon notification to his supervisor postpone such vacation <u>and</u> reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year.

## 31.11

An employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his supervisor, be removed from vacation and placed on sick leave as eligible under Addendum "A". Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year. In either case, sickness  $\alpha$  accident must be proved by a Doctor's certificate.

Vacations not utilized in any year will be paid out.

# ARTICLE 32. SPECIAL VACATION 32.01

Those employees who have completed five years or more of service by January 1, 1978 shall be entitled to a Special Vacation of three weeks in addition to their normal vacation entitlement to be taken within the period January 1, 1978 to December 31, 1982. During each subsequent five-year qualifying period, those employees shall become eligible for a further three weeks of special vacation. Employees who complete their fifth year of service after January 1, 1978 shall be eligible for this program during the five year period commencing with the January 1st following the year in which they complete five years service and, during each subsequent five-year qualifying period, those employees shall become eligible for a further three weeks of Special Vacation.

## 32.02

Special Vacations shall be governed by the following conditions:

(a) They shall be taken at times which are suitable to both the Company and the employee.

(b) The allocation of regular vacations with pay shall have priority over the allocation of Special Vacations.

(c) In determining the length of a Special Vacation, a week shall mean a work week as defined in the Agreement and shall include any holidays falling within the period provided that if a Statutory Holiday as defined herein falls within the period and the employee concerned would have become entitled to pay for such holiday not worked if he had not been on Special Vacation he shall be paid for such holiday.

(d) Special Vacation pay shall be computed on the basis of 37½ hours remuneration per week based on the employee's regular base rate during the calendar month immediately preceding the Special Vacation.

(e) In the event that an employee's Special Vacation cannot be scheduled to be **taken** within the required five-year period, then at the end of such period the employee will be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation in the three-week period immediately preceding the end of the five-year period.

(f) If an employee leaves the service of the Company, or retires to pension, or his employment is terminated and he is at that time entitled to a Special Vacation, he will be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation in the three-week period immediately preceding the date on which he leaves the service of the Company, or retires to pension, or his employment is terminated. In addition, he shall be paid a sum proportionate. to the service he has completed in the next five-year qualifying period. Should his employment be terminated by his death, such sums shall be paid to his estate.

(g) Absence by an employee during a five-year qualifying period due to sickness or accident up to a total of 12 months shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of 12 months, or any absence for other reasons shall result in a pro-rata reduction in Special Vacation pay but shall not affect the time allowed for Special Vacation.

(h) No employee shall receive more than three weeks Special Vacation during any five-year period following the date of qualification.

# ARTICLE **33.** GENERAL

## 33.01 Driver's Licences

Upon request, any competent employee shall drive any automotive vehicle of the Company. If this duty necessitates such employee holding a special driver's license or endorsement, the Company shall <u>reimburse the employee for the cost of obtaining and retaining such licence</u>.

# **33.02** Protective Clothing

Where in the opinion of the Company working conditions warrant protective clothing [including rain gear. work gloves and safety headgear), the Company shall provide it.

# 33.03 Tool Purchase and Replacement

(a) **An** employee may purchase, through the Company's purchasing facilities, tools required for use in the performance of his job. Such purchases must be approved by the employee's immediate supervisor. Where approval of such tool purchase has been given, the employee will receive a discount of 50% of the cost of such tool.

(b) The Company will replace worn or lost tools owned by an employee, which are required in the normal course of his employment. The Company can only replace tools that are shown on an employee's tool list. This list must indicate tool description, make, value and, where possible, serial number. It is the employee's responsibility to make sure this list is up to date.

#### 33.04 Foot Wear

The Company will pay a rebate of 50% of the retail price or 100% of the cost of repairs to approved protective footwear purchased or repaired by the employee for his own use in the course of his work, provided the employee first obtains a purchase requisition from his supervisor before making the purchase or repairs.

#### 33.05 Discipline and Discharge

(a) The Company shall not discipline or discharge any employee before providing the employee with its mounds for discipline or discharge and a fair opportunity to respond at a meeting with the employee and his shop steward.

(b) A shop steward shall be present with an employee at any meeting with management concerning the discipline or discharge of the employee and may. at the employee's option, be present during any investigation of a complaint under the Company's *Respect* in the *Workplace* policy.

(c) At the time an employee is disciplined or discharged, the Company shall notify the employee in writing of the grounds for discipline or discharge and provide a copy of such notice to the Union.

## 33.06 Employee Records

(a) Upon request. employees shall be entitled to review all of their records of employment and/or discipline, make notes. and take photocopies of any documents forming any part of such records.

(b) Upon written request by the employee to Human Resources, any record of discipline may be removed after two years of subsequent discipline free service.

## 33.07 Indemnification

The Company will indemnify and save harmless the Company employees from legal liabilities imposed upon them arising from their normal course of employment. The Company 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 conduct.

## 33.08 Copies of this Agreement

Within 90 days of the date this Agreement is ratified, the Company will print a sufficient number of copies of the Agreement in the form of printed booklets. The Company shall provide a booklet to each employee and 50 copies to the Union.

## 33.09 Time Entry Slips and Expense Claims

Management will not alter an employee's time entry slip or expense claim without concurrently providing the employee with a CODY of the altered document with notice of the alteration.

#### 33.10 Picket Lines

Except in cases involving an employee's failure to attend to a real and emergent threat to the safety of any person or property and/or to comply with the terms of any Labour Relations Board Essential Services order. the Company shall *not* discipline or discharge an employee for refusing to cross or work behind a lawful picket line.

#### ARTICLE 34. PENSIONS 34.01 Plan Earnings

Best average plan earnings shall be a member's average annual plan earnings, in the **36 month period of service, in** which the member's plan earnings are the highest.

## 34.02 Pension Contributions

(a) The employer and each member shall contribute a percentage of plan earnings which provides for:

• The cost of benefits expected **to** be accrued by the members in respect of credited service in that pay period, plus,

• The average per pay period expenses expected to be charged to the trust fund, in the respect of the period from the effective date of the most recent actuarial valuation to the effective date of the next actuarial valuation.

(b) The percentage in '(a)" above, shall be allocated between the employer and each member **as** follows:

Start Date	Employer	Member
	Percentage	percentage
	Of Total	Of Total
Feb 1, 2001	50%	50%

1

# ARTICLE **35.** INDENTURED APPRENTICES

## **35.01** Proviso

Except **as** modified in this Article, the provisions of this collective agreement apply to indentured apprentices.

# 35.02 Termination/Promotion

The Company retains the right to terminate **an** apprenticeship prior to completion of the apprenticeship program. <u>The</u> decision as to whether an apprentice or pre-apprentice has successfully completed his apprenticeship or me-apprenticeship or any term of apprenticeship rests solely with the Company who shall consult with the Union.

# 35.03 Transfers

The Company may <u>temporarily</u> transfer an indentured apprentice to any operation of the Company for <u>development</u> purposes. The provisions of Marginal Paragraphs 12.04 will not apply in the event of a transfer. <u>The provisions of Marginal Paragraph 19.02 will apply.</u>

# 35.04 Layoffs

A layoff involving termination of employment of **an** indentured apprentice shall be carried out in the following order at the headquarters involved

(a) Indentured apprentices shall be laid off in the inverse order of their total continuous time within the apprenticeship program.

(b) Apprentices to be laid off under (a) above may displace another employee as follows:

(i) An apprentice to be laid off may first elect to displace that apprentice having the least total continuous time in the apprenticeship program throughout the Company.

(ii) If there is no other apprentice in the Company having less total continuous time in the apprenticeship program, the apprentice to be laid off may apply, **as** total seniority, his service from the date he last entered service, to displace **an** employee in accordance with Marginal Paragraph 14.02(b).

### 35.05 Recall

(a) In respect to recall, indentured apprentices on layoff will receive equal treatment **to** any other laid-off employee **as** set out in Marginal Paragraph 14.04, in respect to non-apprentice job opportunities.

**(b)** Recognizing the desirability of permitting apprentices to complete their apprenticeship and, where possible, attain journeyman status with the Company, the Parties to this Agreement agree to the following:

(i) When an apprentice position becomes available and where apprentices in that trade are on layoff or have been displaced and taken a non-apprentice position, the provisions of Marginal Paragraph 12.01 will be waived, and

(ii) The former apprentice having had the greatest total continuous time within the apprenticeship program will be offered the position.

(iii) Failure to accept any apprentice position offered will not affect any former apprentices' employment status. The offer will then be extended **to** the former apprentice having had the next greatest total continuous time within the apprenticeship program.

(iv) The time provisions set out in Marginal Paragraph 14.04(a) will apply.

(v) The provisions of Marginal Paragraph 14.04(d) will apply.

#### 35.06 Training Expenses

Indentured Apprentices will be eligible to claim <u>a per diem in</u> accordance with Marginal Paragraph 19.02(b) and 19.02(c) for each full day they are required to live away from home and attend Provincial Training Courses directly related to obtaining a Provincial Journeyman ticket. Where meals are provided the employee will have the value of the meals deducted from the per diem as follows: Breakfast \$10, Lunch \$20, Supper \$30.

### 35.07

Indentured apprentices will be ineligible to apply for bulletined vacancies in alternate apprenticeship job postings or vacancies leading to alternate apprentice openings.

## 35.08 Apprentice Selection

Selection to <u>any</u> apprenticeship program will be determined by a Union appointed and Management appointed <u>Apprentice</u> <u>Selection Committee</u>. The <u>Apprentice Selection Committee</u> will consist of two Union members from the applicable business unit and two management personnel.

The selection criteria and weighting percentages will be determined by the trade specific committee using the following factors: trade courses, trades related experience, physical ability, attitude, adaptability, education and seniority. The seniority factor will be set at 25% and prorated. The minimum education requirement for applicants is academic English 12, Math 1 I, and Physics 11 plus post-secondary pre-apprentice schooling or the FortisBC Pre-apprentice PLT Program.

The Union/Company Apprentice Selection Committee shall utilize a 60% passing level **as** a minimum entrance standard to the apprentice program.

#### 35.09 PLT Pre-apprentice Selection

(a) Notwithstanding Marginal Paragraph 35.07, selection to the FortisBC Pre-apprentice PLT Program will be determined by a Union appointed and Management appointed <u>Pre-apprentice Selection Committee</u>. The <u>Pre-apprentice Selection Committee</u> will consist of two Union members from the applicable business unit and two management personnel.

(b) The selection criteria and weighting percentages will be determined by the <u>Pre-apprentice Selection Committee</u> using the following factors: trade courses, trades related experience, physical ability, attitude, adaptability, education and seniority. The seniority factor will be **set** at 25% and <u>prorated</u>. The minimum education requirement for applicants is academic English 12, Math 11 and Physics 11.

(c) The <u>Pre-apprentice Selection C</u>ommittee shall utilize a 60% passing level as a minimum entrance standard to the apprentice program.

(d) A full-time employee selected for a temporary preapprentice position in the Program will not lose seniority during the temporary assignment.

(e) The program will run for approximately six months with evaluations/discussions at two month intervals. An 80% passing level will be utilized.

(f) At the two-month mark, based on the evaluations received by the crews. crew leader and supervisors, a supervisor will determine whether the incumbent will continue in the Program. An employee who has been selected from the bargaining unit will return to his/her former position if released from the Program. An unsuccessful external candidate will be released from the Company. Where the Company releases an external candidate from the Program for failing to achieve the passing level and/or because the Program ended without selection for a PLT apprenticeship, the Company will endeavour to release the employee in a manner where such reason will not be deemed to be for cause.

(g) <u>At the four-month and six-month marks. the process</u> described in (f), above, will take place.

(h) At the end of the six-month Program, in accordance with Marginal Paragraph 35.07, the Pre-apprentice Selection Committee will determine the successful applicants for PLT apprenticeship(s).

(i) Employees released from the Program will not have the opportunity to reapply for the Program without further education and at least an additional 2 years of utility experience.

#### 35.10 Pre-apprentice Education Requests

In accordance with Company policy, requests for a leave of absence for pre-apprentice education purposes must be provided in writing to Human Resources for approval. Successful completion of external education programs will be reimbursed as per the Company education guidelines. Should the employee leave the Company within two years following successful completion and reimbursement for the pre-apprenticeship schooling, with the exception of an involuntary termination, the employee will be required to reimburse the Company on a prorated basis.

#### NOTE:

The intent of the above listed indicators (Marginal Paragraphs 35.07 and 35.08) is to prorate based on the following:

Seniority -- is prorated.

**Education** – No points applied for English **12**, Math **11** and Physics **1**I-examples are (but not limited to): Post-secondary education, Equivalent courses.

**Trade Courses** – examples are (but not limited to): EET Level **1 NETA,** Entry level trades training as per ELTT (electrical), Electrical Awareness.

**Trades Related Training** – examples are (but not limited to): 1<sup>st</sup> Aid, Class 3 Drivers License, WHMIS training, Confined spaces, Lockout, Rigging/Forklift/Hilti.

**Physical Ability** – must be physically able to handle the requirements of the job.

Adaptability ~ "Able to adjust easily to changes and new conditions."

Attitude – will include (but not limited to): Teamwork, Communication, Approach to Safety, Willingness to Learn, Problem Solving, Past Performance (for external, includes reference checks).

#### <u>35.11</u>

The Pre-apprentice Selection Committee and Apprentice Selection Committee shall be responsible for reviewing and recommending changes to the provisions in this article regarding the selection. training, evaluation and/or advancement of pre-apprentices and/or apprentices.

IN WITNESS WHEREOF the parties hereto have made this Agreement the day and year first above written.

LOCAL 213 of the International Brotherhood of Electrical Workers

ling, Business Manager Richard

Gord Van Dyck, Assistant Business Manager

FortisBC Inc.

ervisor Labour Relations

## ADDENDUM "A" BENEFITS

The following subsidies <u>and benefits</u> with respect to the medical plan, sickness and accident plan, long term disability, group life insurance, helicopter insurance, dental plan and vision care shall be in effect during the term of this Agreement <u>and the Company</u> shall, upon request. provide the Union with copies of any relevant insurance or plan description, contract, or policy.

#### 1. Medical and Extended Health

Basic medical coverage will be provided under the overall Medical Services Plan **of** British Columbia and coverage under an Extended Health Benefit Plan will also be maintained. The full cost <u>of</u> these plans will be borne by the Company.

The Extended Health Benefit Plan bes an annual deductible of \$25,00 and pays 100% of eligible expenses, which includes 100% of any paramedical practitioner fees, to a combined maximum of \$1000 per annum for the employee and each eligible dependent. The claimable amount for eligible prescription receipts is \$1500 subject to the above (where benefits duplicate those of the Provincial Pharmacare Plan). Effective July 1, 1996, dependents to be covered are the employee's spouse and unmarried dependent children to age 19. or unmarried dependent children to age 25 if they are a fulltime student of a recognized educational institute. Employees will be provided with a prescription drug card in order to facilitate electronic payments through the insurer. The employee is responsible to the pharmacy for any portion of the claim that is not covered under the plan.

Basic medical coverage will be provided under Medical Services Plan of British Columbia (MSP) for retirees and surviving spouse provided the employee retired with 15 years of service. Coverage under the Extended Health Benefit Plan (EHB) will also be maintained for retirees at the benefit level in place at time of retirement. Surviving spouses and dependents are not eligible for the EHB plan. The full cost of these Plans will be borne by the Company.

Employees and retirees will be covered for Emergency Medical Assistance when traveling outside of BC.

### 2. Sickness and Accident Protection

The Company will pay 100% of the actual premium cost per employee per month for a Sickness and Accident Benefit Plan paid up to a maximum of 26 weeks. Participation in the Plan *is* to be mandatory for all employees. No benefits shall be paid under the Plan for compensable accident or disease.

The Plan is to be registered with the Employment Insurance Commission and, in recognition of maintaining the benefit amount at or in excess of the required level under the Employment Insurance Act, the reduction in Employment Insurance premiums resulting from such registration will be directed towards the premium cost of the Plan. The Plan will be carried by **a** commercial insurer and the terms **of any** such insurance policy will be binding on the employees.

Provisions of the Plan include:

(a) The Plan will provide coverage from the first **day** of illness or injury.

(b) **An** employee becomes eligible for paid Benefits commencing with the date of hire.

Employees who are unable to work **as** a result of illness or accident will be eligible to receive the following benefits:

Service with the Company	Full Regular Earnings for	Followed by Two-thirds(2/3) Regular Earnings for
Less than 1 yr. 1 yr. but less than 2	1 Month 2 Months	5 Months 4 Months
yrs. 2 yrs. but less than 3 yrs.	3 Months	3 Months
3 yrs. but less than	4 Months	2 Months
4 yrs. 4 yrs. but less than	5 Months	<b>l</b> Month
5 yrs. 5 yrs. or more	6 Months	

(c) The full benefit period is reinstated after one week back to active employment if a subsequent disability is unrelated and after one month back to active employment if the subsequent disability **is** related.

(d) Benefits under the Plan will be reduced by the amount of any benefits the employee may be eligible to receive through Canada Pension Plan, Workers' Compensation or similar programs. Benefits payable under individually purchased policies are, however, excluded. (e) Employees are not eligible for coverage under the Plan in the following cases:

(i) While the employee is on Maternity Leave.

(ii) Where the employee is not on the Active Roll by reason of layoff or unpaid Leave of Absence.

(f) For purposes of this Plan, the following definitions apply:

- (i) Regular earnings are the straight time base rate of **an** employee the day prior to the first day of absence.
- (ii) Month refers to any 30 day consecutive calendar days.
- (iii) Week refers to any five consecutive working days.

(iv) Year refers to any consecutive 365 calendar day period.

(g) The Parties agree that regular attendance at work is desirable and it will not condone any employee abuse of the Sickness and Accident provisions of the Agreement. In this regard the Company has the right to require an employee to provide a Doctor's certificate for any absence on sick leave. Furthermore, the Company may, at its discretion, require employees to undergo a medical examination by a physician of the Company's choosing.

(h) The Company will reimburse the costs of Doctor fees charged with initiating sick leave claim forms.

(i) Commencing February 1, 2005 the Accident Prevention Plan shall be substituted by the Company Advisor Program.

The Company Advisor Program offers a comprehensive approach to disability management by combining early medical coordination services along with earlier rehabilitation and specialist referral services. This comprehensive approach is aimed at reducing the duration of a disability, and easing stress and possible uncertainty for employees. The Company provides professional assistance through various resources.

The Company program is directed at illnesses of more than five days duration, thereby eliminating the claims procedure for truly short term absences. The Company Advisor Program does not approve the claim but provides advice while acting as a liaison between the employee, physician and the Company. The Company program provides ongoing support that begins at the first report of illness or injury and continues through the recovery and a return to work through access to a network of specialists to assist in the potential for rehabilitation. In a traditional sick leave program, these services are not introduced until the employee is on Long Term Disability. The Company Advisor Program results in better treatment for disabled employees at an earlier stage allowing a timely return to productive employment.

#### 3. Long Term Disability

The Long Term Disability Plan will provide eligible employees with benefits of 70% of regular base monthly salary (1955 hrs.  $\mathbf{x}$ hourly rate divided by 12 months) or retain the flat rate of \$2500 per month whichever is the greater. The Plan will generally provide coverage to commence following 26 weeks of absence from the job on the Sickness and Accident Benefit Plan referred to in Section 2 of this Addendum and will continue through to retirement or age 65, for employees with five years or more of service. For employees with less than five years of service, the Plan will provide, together with the Sickness and Accident Plan coverage, a total period of protection equal to the employee's years of service with the Company.

The Plan will not provide duplication of benefits receivable by employees in respect of disability covered by the Plan (other than benefits from an employee's private plan) and without limiting generality, any Workers' Compensation benefits and any disability benefits under the Canada Pension Plan or other government plan payable in respect of such disability will be deductible from the benefits payable under the Plan, the full cost of which will be borne by the Company.

The Plan will be carried by a commercial insurer and, <u>subject to</u> terms in this section of Addendum "A", the terms of any such insurance policy will be binding on the employees.

#### 4. Group Life Insurance

Effective February 1, 1998 an active employee who has at least three months of continuous service shall have basic insurance coverage amounting to three times the normal paid hours in a year (1955 hours), this **sum** being raised to the next highest multiple of one thousand if not already a multiple.

Coverage will be revised on the first of the month following any revision of the employee's Base Hourly Rate excluding temporary revisions.

Participation in the Plan is mandatory after three months of continuous service. The full cost of "basic" insurance will be borne by the Company.

The "basic" insurance coverage will be reduced to \$2,500 at age 65.

Upon retirement prior to age 65, the retiree shall have Retiree Life Insurance Coverage amounting to one times the preretirement normal paid hours in a year (1955 hours), this sum being raised to the next highest multiple of one thousand if not already a multiple. At age 65, retiree Life Insurance Coverage will be reduced to \$2500.

Until retirement employees will have the option of purchasing at their own expense additional coverage in an amount equal to one-third of "basic" coverage. Employees shall have the right to purchase this supplemental coverage. However, medical evidence satisfactory to the insurer will be required when such supplemental insurance is taken. Future employees who do not purchase the supplemental coverage at the time of eligibility for "basic" coverage, but who wish to do so later, may be required to provide medical evidence satisfactory to the insurer. This supplemental coverage will not be available after retirement.

Effective February 1, 1996 an active employee who has at least three months of continuous service shall have spousal insurance coverage in the amount of \$10,000 and dependent child under the age of 19 years insurance coverage in the amount of \$5,000. The full cost of the spousal and dependent child insurance will be borne by the company. Effective July 1, 1996, unmarried dependent children are covered to age 19, or unmarried dependent children to age 25 if they are a full-time student of a recognized educational institute.

Life insurance coverage in the amount of \$500,000 for death on the job shall be implemented effective February 1, 1998. The Plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

#### 5. Helicopter Insurance

Life insurance in the amount of \$100,000 shall be provided for employees while actually engaged in working in or working in direct conjunction with a helicopter.

## 6. Dental Plan

The Company will provide, at Company expense, a Dental Plan which will provide for payment of 100% of the basic services, commonly referred to as Plan "A", for the payment of **100%** of the dental services commonly referred to as Plan "B" and for the payment to **a** life maximum of \$5000 effective February 1, 2003, per insured family member of the dental services commonly referred to **as** Plan "C". Effective February 1, 2005, the Plan is amended to include white fillings, all teeth.

Employees, employee's spouse and dependent children will be eligible for coverage on the first of the month following six months of continuous service. Effective July **1**, **1996**, unmarried dependent children are covered to age **19**, or unmarried dependent children to age **25** if they are a full-time student of a recognized educational institute.

The Plan will be carried by a commercial insurer and the terms of any such insurance policy will be binding on the employees.

## 7. Vision Care

Effective February 1, 2005 the Company will pay up to 50% percent of Vision Care receipts, up to a maximum Company payment of \$500.00 every 2 years to employees and dependents. Effective July 1, **1996**, dependents to be covered are the employee's spouse and unmarried dependent children to age **19**, or unmarried dependent children to age 25 if they are a full-time student of a recognized educational institute.

Effective February 1, <u>2009</u> the Company will pay for eye examinations to a maximum of \$75.00 every 2 years to employees, spouses and dependent children. If a physician requires **an** eye examination more frequently than once every **two** years, the Company will pay for the examinations, to a maximum **of** \$75 per annum.

Employees who retire to pension after Feb 1, 2001 will be entitled to vision care coverage in the amount of \$150.00 every two years. This benefit is for the retiree and eligible dependents. Surviving spouses and dependents are not eligible for this benefit.

## 8. Hearing Aids

Effective February 1, 2005, the Company will provide hearing aid coverage to a maximum of \$400.00 every 2 years for employees, spouses, and dependent children.

Employees who retire after Feb 1, 2001, will be eligible for hearing aid coverage to a maximum of \$200.00 every two years. This benefit is for the retiree and eligible dependents. Surviving spouses and dependents are not eligible for this benefit.

	1-Feb	1-Feb	1-Feb	1-Feb
Classification	2009	2010	2011	2012
1st Class Floorman	\$31.93	\$32.89	\$34.20	\$35.91
1st Class MM* (Note 1)	\$29.08	\$29.95	\$31.15	\$32.70
2nd Class Floorman	\$27.19	\$28.01	\$29.13	\$30.58
3rd Class Floorman	\$25.17	\$25.93	\$26.97	\$28.31
Crew Leader (Meter Reader)	\$27.94	\$28.78	\$29.93	\$31.43
Crew Leader (PLT)	\$39.39	\$40.57	\$42.19	\$44.30
Crew Leader (SCC)	\$49.67	\$51.16	\$53.21	\$55.87
Crew Leader (Trades)	\$39.39	\$40.57	\$42.19	\$44.30
CPC Technologist	\$38.68	\$39.84	\$41.43	\$43.50
Customer Serviceman	\$27.71	\$28.54	\$29.68	\$31.16
Equipment Operator	\$29.06	\$29.93	\$31.13	\$32.68
First Aid Helper	\$25.77	\$26.54	\$27.61	\$28.99

## SCHEDULE A - PAYSCALE/JOB CLASSIFICATIONS

**IBEW 213 Agreement** 

Helper (Note 2)	\$25.77	\$26.54	\$27.61	\$28.99
Inspector Civil Construction	\$31.66	\$32.61	\$33.92	\$35.61
Journeyman Trades	\$35.48	\$36.55	\$38.01	\$39.91
Labourer (Note 2)	\$21.61	\$22.26	\$23.15	\$24.31
Meter Reader	\$25.17	\$25.93	\$26.97	\$28.31
Meter Technician	\$35.48	\$36.55	\$38.01	\$39.91
PLT	\$35.48	\$36.55	\$38.01	\$39.91
Pre-App. Lineman (Note 3)	\$25.77	\$26.54	\$27.61	\$28.99
Project Leader	\$40.09	\$41.29	\$42.94	\$45.09
Relief System Power Dispatcher	Pr	Progression as per LOU #6		
Safety Coordinator	\$40.09	\$41.29	\$42.94	\$45.09
Senior Dispatcher	\$40.09	\$41.29	\$42.94	\$45.09
System Power Dispatcher	\$44.75	\$46.09	\$47.94	\$50.33
Technical Trades Advisor (Line)	\$43.31	\$44.61	\$46.40	\$48.72
Truck Driver	\$25.77	\$26.54	\$27.61	\$28.99

IBEW 213 Agreement

Warehouse Clerk	\$25.77	\$26.54	\$27.61	\$28.99
Warehouseman	\$28.57	\$29.43	\$30.61	\$32.14

IBEW 213 Agreement

#### NOTE 1:

The Job Classification of  $1^{st}$  Class Maintenance Man <u>is</u> marked with <u>an</u> asterisk to signify that they apply to current incumbents only (Jan 31/2001). The Company will, in future, not post for nor fill th<u>is</u> classification.

### NOTE 2:

Rates of Pay shall be amended to reflect the automatic progression from the classification of Labourer to the classification of Helper on the completion of six months' fulltime continuous employment.

## NOTE 3:

(a) The rates of pay for indentured apprentices enrolled in a four-year apprenticeship program shall be the following percentages of the appropriate journeyman tradesman rate:

	% of Jymn
Period	Rate
First Year Apprentice	72%
Second Year Apprentice	77%
Third Year Apprentice	82%
Fourth Year Apprentice	90%

- (b) Where, through no fault of his own, an apprentice is unable to complete the required number of modules (i.e., modules or training are unavailable), the apprentice will be paid these rates for the duration of the program.
- (c) The rate of pay for the position of Pre-apprentice Lineman will replace that of the Groundman classification **as** established in Schedule A of the Agreement.

### NOTE 4:

Interim Market Adjustment ("IMA") for PLTs is noted in LOU #12, which is renewed until January 31, 2010. Each January during the term of this collective agreement, the Company will consult the Union before it decides whether it will roll the IMA into the PLT rates of pay, renew LOU # 12, or amend and renew LOU #12 for another year.

## <u>NOTE 5:</u>

A First Aid Helper receives the Helper rate of pay plus a premium under Marginal Paragraph 27.02.

## LETTER OF UNDERSTANDING #2 Re: Regular Part Time Meter Reader

It is recognized by both the Company and the Union that there is a requirement to create a Regular Part-Time Meter Reader.

The Regular Part Time Meter Reader is an employee hired to fill a part time position which is of a continuing nature. The incumbent may work an assigned regular schedule, but will not work more than 60 hours per bi-weekly pay period, except that the employee may in addition relieve a full time employee on a leave of absence, sick leave, or annual vacation without change to part time status. The incumbent may also be assigned to and voluntarily accept duties at other locations or headquarters in order to supplement his/her hours of work. In this situation the incumbent will be reimbursed mileage for use of his/her personal vehicle, but will not be paid travel time.

After completion of the established waiting period as set out in Plan documents or **as** otherwise provided in this Agreement, the employee is entitled to the following benefits:

- (i) Medical Services Plan of B.C.
- (ii) Extended Health Benefit Plan
- (iii) Dental Plan
- (iv) Sickness & Accident
- (v) Long Term Disability
- (vi) IBEW Pension Plan
- (vii) Group Life Insurance
- (viii) Vision Care

Sick leave and annual vacation entitlement shall be pro-rated on the basis of time worked. In the event an incumbent *is* hired on full-time status all hours worked as a part-time employee will be pro-rated to establish their seniority, as well **as** service dates for vacation and sick leave entitlement purposes.

Regular Part-time meter readers who have achieved **a** cumulative total of 977.5 hours will establish seniority **as** per Article **11**.

## **LETTER OF UNDERSTANDING #5 Re: Change of Start Time of a Shift.**

On October 21st the parties met to discuss the interpretation of what constituted a change in the start time of a day shift.

The following points were made to confirm other agreements between the Parties:

• The March 21, 1994 letter between the Parties is specific in that it deals exclusively with Generation.

• Article 16.03(a) **was** amended during the negotiations **of** the 1990-1992 Agreement and was specific in that the start times of afternoon and night shifts could be adjusted but day shifts could not.

• The March 21, 1994 letter, while superseding the provisions of 16.03(a) insofar as permitting a change in the start time of a day shift does not, of course impact on Line Crews.

• The March 5, 1993 letter from West Kootenay Power to Mr. Frank Crockett, while quite possibly a reasonable interpretation at that time and for Generation is also superseded by the March 21, 1994 letter.

• The Collective Bargaining Agreement is silent on the issue of "scheduled" overtime preceding a regular shift.

• Article 16.01(f) does permit the parties to enter into agreements for modified shifts (and presumably this would include shifts with different start times) but such agreements must be in writing.

In view of the foregoing, this Letter of Understanding covers the following points:

• Unless a modified shift is identified in the Agreement or is established in accordance with the Agreement, the parties agree that a change in the start time of a day shift cannot be imposed, other than **as** provided by the March **21**, **1994** Letter, or **as** may be necessary where government agencies require - such as extreme **fire** hazard.

• The parties agree that the Company, within T&D, may schedule overtime in advance of the normal shift start time and, for the period preceding the normal shift start time all time worked shall be at double time.

The parties agree that when this occurs, employees shall revert to straight time coincident with their normal shift start time and shall continue at straight time until the time their shift would normally conclude. Any continuance beyond that time would be handled in accordance with Marginal Paragraph 28.04.
The parties also agree that there is no intention of intermingling scheduled overtime with normal emergency call out procedures. For the purposes of this letter, scheduled overtime shall be viewed as overtime pre-arranged and scheduled during the previous shift.

## LETTER OF UNDERSTANDING#6 Re: System Control Centre - Continuous Operations

This Letter of Understanding addresses the principles regarding terms and conditions of employment covered in the collective agreement between the parties as applied to a 4 x 5 shift schedule. The Parties agree that should any errors or omissions develop during the term of this agreement, or should situations re: terms and conditions of employment arise that are not covered by this Letter of Understanding, then the Parties will discuss such matters in an expeditious manner.

## (1) Hours of Work

- (a) System Power Dispatchers ("SPDs") and Relief System Power Dispatchers ("RSPDs") working the 4 x 5 shift schedule will work either "Day Shift" (<u>6:15</u> a m. to <u>6:15</u> p.m.) or "Night Shift" (<u>6:15</u> p.m. to <u>6:15</u> a.m.).
- (b) The <u>annual</u> work schedule known as the "Yearly4x5 Shift <u>Schedule</u>" shall be used to schedule shift assignments at the System Control Centre <u>for SPDs</u>. The determination of shift assignments shall be proposed by the employees affected and approved by their supervisor <u>by December 1<sup>st</sup></u> each calendar year. Except as set out in 1(f) and except for shifts scheduled by mutual agreement, these employees will receive Overtime Pay for all shifts worked. which were not scheduled in this manner.

- (c) SPDs working the <u>Yearly 4 x 5 Shift Schedule</u> will, on occasion, be scheduled to work less than 1955 hours per year. Employees scheduled to work less than 1955 hours during an October 1 to September 30 work year will be permitted to make-up their shortfall hours at straight-time rates.
- (d) SPDs and RSPDs working a 4 x 5 shift schedule do not have scheduled lunch and nutrition breaks. They instead take a one-half hour lunch break and two. 15-minute nutrition breaks on Company time and in the Company's System Control Centre when it is practical to do so. Overtime meals shall be in accordance with Marginal Paragraph 28.05.
- (e) The monthly work schedule known as the "Monthly 4 x 5 Shift Schedule" shall form the basis for scheduling shift assignments at the System Control Centre for RSPDs. A tentative Monthly 4 x 5 Shift Schedule shall be available to RSPDs one month in advance of the start of the schedule and a final Monthly 4 x 5 Shift Schedule shall be available two weeks in advance of the start of the schedule, No more than five consecutive Day Shifts or three consecutive Night Shifts will be scheduled. RSPDs will work an average of 150 hours every two weeks, no less than 144 hours every two weeks, no more than 156 hours every two weeks, and have a minimum of three days off between each block of consecutive Day Shifts or Night Shifts. Except as set out in 1(f), these employees will receive Overtime Pay for all shifts worked, which were not scheduled in this manner.

**IBEW 213 Agreement** 

For the SPD's the "Monthly  $4 \times 5$  Shift Schedule" will reflect any changes to the annual schedule defined in 1(b)and will constitute the formal notice for the training weeks scheduled as per 1(f).

- (f) For training purposes, SPDs and RSPDs may be scheduled to work a 7.5-hour up to a 9.5-hour day shift. The Company will provide a minimum of one months' notice to SPDs and a minimum of two weeks' notice to RSPDs of all shift changes for training.
- (2) Shift Pay
- (a) <u>SPDs and RSPDs</u> working a 4 x 5 shift schedule shall be paid a premium rate of <u>5%</u> per hour for all night shift hours worked.
- (b) SPDs and RSPDs working a 4 x 5 shift schedule shall be paid a statutory holiday premium at <u>Overtime Pay</u> rates for all hours worked on enumerated statutory holidays.
- (c) SPDs and RSPDs working a 4 x 5 shift schedule shall be paid a 20-minute shift handover at Overtime Pay rates.

### (3) Overtime

- (a) Work performed by an employee on his scheduled rest days shall be paid for at double time.
- (b) <u>Overtime Pay will apply</u> for all work in excess of 12 hours in any scheduled work day. The work day commences at the beginning of an employee's scheduled shift and ends 24 hours later.
- (c) System Control Centre employees working the 4 x 5 shift schedule may exchange work shifts, it being understood that no <u>Overtime Pay</u> is involved and that such exchange was not directed by the Company.

### (4) Statutory Holidays

The Company recognizes 10 named statutory holidays. System Control Centre employees working **an** enumerated statutory holiday will be paid <u>Overtime Pay</u> for the hours actually worked and will accrue the equivalent number of hours in their statutory holiday account. Persons not working a statutory holiday will receive seven and one-half hours in their statutory holiday account. System Control employees working the 4 x 5 schedule will annually be credited with 30 hours in lieu of Floating Statutory holidays. As statutory holiday time is taken for each day, 12 hours will be withdrawn from this account. A named statutory holiday for the purposes of this letter will commence at <u>6:15</u> a.m. on the day of the holiday and end 24 hours later.

#### (5) Bereavement Leave

As per Marginal Paragraph 24.01. The period of such paid leave shall be <u>36</u> hours.

### (6) Jury Duty

As per Marginal Paragraph 24.02. The reimbursement shall not be in excess of 12 hours and only for scheduled work days.

### (7) Regular Vacation and Special Vacation

Annual and special vacation entitlements will be credited to employees' respective vacation accounts on the basis of 37<sup>1</sup>/<sub>2</sub> hours per week. As either regular or special vacation time is taken for each day, 12 hours will be withdrawn from either regular or special vacation accounts.

### (8) Sickness and Accident Protection

For the purposes of Addendum "A", "Sickness and Accident Protection", the full benefit period is reinstated after the employee has worked 48 hours **if a** subsequent disability is unrelated and after one month back to active employment if the subsequent disability is related.

(9) Progression to System Power Dispatcher

ł

Progression to the pay level of a <u>SPD</u> will be by either a non trade entry level or a trade or equivalent to trade entry level route.

The rates of pay for Level 1, Level 2 or Level 3 positions shall be the following percentages of the SPD rate. <u>A</u> <u>RSPD upon meeting expectations will (at least once every</u> 6 months) be allowed to test for the competency requirements of the next orogression. If they meet the criteria for the next progression, they will be advanced.

Once trained **on** the operation of one of the three desks (Transmission, Generation. Distribution). the RSPD performing unsupervised duties will be paid the SPD rate.

If fully trained before completing the three Years. the SPD rate of pay will apply.

Note: Equivalent to trade assumes previous relevant training, at other utility companies or Generation experience at the Company. Advancement to a "vacancy" of <u>SPD</u> will be based solely on the time paid at the full <u>SPD</u> rate.

Duration	Entry Level	Dispatcher	Trade
		Rate Level	Entry Level
	80%	1	
1 year	85%	2	85%
1 year	90%	3	90%
	100% Qualified	100%	<u>100%</u>
	Relief Dispatcher		

### (10) Training

Travel as per Article 23. 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. The Company shall bear all costs associated to training.

## **LETTER OF UNDERSTANDING #7 Re: Enabling Arrangements**

It is recognized by the Company and the Union that various departments of the current Company organizational structure may require separate and distinct flexible work arrangements. **As** the Company continues to operate under incentive based regulation and implements an aggressive capital program, it may be necessary to come to mutual advantageous work arrangements with the Union and employees at each department.

By the acceptance of this letter, the Parties recognize the benefits to job security and longer term employment for its current workforce. The Parties also recognize the benefits of securing outside contracts and undertake employee loaning and exchange in order to ease manning restrictions caused by the peaks and valleys of internal work requirements.

The Company will attempt to maintain 190 regular employees during the term of this collective agreement.

It is also understood that enabling agreements specific to individual departments would stand-alone and must be agreed to and accepted by employees of that function and signed off by Union officials. The intent of this Letter of Understanding is not to make repeated changes to the workplace but rather should be viewed on a long-term basis.

Initial discussions must be channeled through appropriate shop stewards and supervisors. Shop stewards will then communicate directly with the Union. The Union will take appropriate suggestions to the membership prior to entering formal discussions with company officials.

**IBEW 213 Agreement** 

### LETTER OF UNDERSTANDING#8 Re: Generation – 4 x 5 Continuous Operation Work Schedule (Waneta Dam Site)

The Company has had a long-standing Maintenance and Service Contract with <u>Teck</u> Ltd. for the operation of its Waneta Generation Station. <u>Teck</u> has requested **24** hour/day coverage at this station commencing February **1**, **2001**. The parties have agreed to initiate a 4 x 5 Continuous Operation Work Schedule in order that <u>Teck's</u> request can be accommodated.

This Letter of Understanding addresses the principles regarding terms and conditions of employment covered in the collective agreement between the parties **as** applied to a  $4 \times 5$  shift schedule. The Parties agree that should any errors **or** omissions develop during the term of this agreement, or should situations re terms and conditions of employment arise that are not covered by this Letter of Understanding, then the Parties agree to discuss such matters in an expeditious manner.

1) The Parties to this letter agree to implement a  $4 \times 5$  (4 shifts worked followed by 5 rest days) shift schedule at <u>Teck's</u> Waneta Generating **Station.** 

2) The implementation and continuation of the compressed work schedule will be on the condition that safety of our employees and efficiency of the operation will not be adversely affected.

3) Overtime rates applicable under Marginal Paragraph 16.08 Change in Work Schedule shall be paid to employees required to work on the first occurring rest days of his <u>previous</u> schedule.

4) Hours of Work

a) Employees working the compressed work schedule will work either "Day Shift" (7:00 a.m. to 7:00 p.m.) or "Night Shift" (7:00 p.m. to 7:00 a.m.).

b) The work schedule known as the " $4 \times 5$  Continuous Operations Work Schedule" shall form the basis for scheduling the compressed work schedule at the Waneta Generating Station.

c) Employees working the "4  $\times$  5 Continuous Operations Work Schedule" may, on occasion, be scheduled to work less than 1955 hours per year. Those employees scheduled to work less than 1955 hours during an October 1 to September 30 work year will be permitted to "makeup" their shortfall hours at straight time rates.

(d) Employees working the ' $4 \times 5$  Continuous Operations Work Schedule'' do not have scheduled lunch and nutrition breaks. They instead take a one-half hour lunch break and two. 15 minute nutrition breaks on Company time and at the Waneta Generating Station when it is practical to do so.

### 5) Shift Pay

a) Employees working the  $4 \times 5$  compressed work schedule shall be paid a premium rate of <u>5%</u> per hour for all "night shift" hours worked.

b) Employees working the  $4 \times 5$  schedule shall be paid at overtime rates for all hours worked on enumerated statutory holidays.

6) Overtime

a) Work performed by an employee on his scheduled rest days shall be paid for at double time.

b) Double time will be paid for all work in excess of 12 hours in any scheduled work day. The "work day" commences at the beginning of an employee's scheduled shift and ends 24 hours later.

c) In the event an employee's regular shift schedule is changed, overtime (2 x) rates shall be paid for work performed on the rest days of his former schedule, only if such change is made without 48 hours written notice. If the change of schedule is made with 48 hours written notice, the employee will adopt the schedule he is assigned to without payment of overtime rates.

d) Employees working the  $4 \times 5$  shift schedule may exchange work shifts, it being understood that no overtime payment is involved and that such exchange was not directed by the Company.

## 7) Statutory Holidays

The Company recognizes 10 named statutory holidays. Employees working an enumerated statutory holiday will be paid for the hours actually worked and will accrue the equivalent number of hours in their statutory holiday account. Persons not working a statutory holiday will receive seven and one-half **hours** in their statutory holiday account. Employees working the 4  $\times$  5 schedule will annually be credited with 30 hours in lieu of Floating Statutory holidays. As statutory holiday time is taken for each day, 12 hours will be withdrawn from this account. A named statutory holiday for the purposes of this letter will commence at 7:00 a.m. on the day of the holiday and end 24 hours later.

#### 8) Bereavement Leave

Bereavement leave with pay shall be granted in the event of death in the employee's immediate family. "Employee's immediate family" shall mean the husband, wife, <u>spouse</u>, daughters, sons, brother, sister, <u>nephew</u>, <u>niece</u>, mother, father, grandmother, grandfather, **or** equivalent in-laws of the employee. The maximum period **of** such paid leave shall be 24 hours.

# 9) Jury Duty

Employees who are required to report for **jury** duty on a scheduled work day will be reimbursed by the Company for the difference between his regular straight time hourly rate of pay and the jury duty pay received *for* that day. Reimbursement shall not be in excess of 12 hours and only for scheduled workdays. The employee will be required to furnish a certificate of service signed by the Clerk of the Court **to** the Company before payment is made. Time paid for jury duty will be counted as hours worked for the purpose of qualifying **for** vacations and statutory holidays.

## 10) Regular Vacation and Special Vacation

Annual and special vacation entitlements will be credited to employees' respective vacation accounts on the basis of  $37 \frac{1}{2}$  hours per week.

As either regular or special vacation time is taken for each day, 12 hours will be withdrawn from either regular or special vacation accounts.

## 11) Sickness and Accident Protection

For the purposes of Addendum "A", "Sickness and Accident Protection", the full benefit period is reinstated after the employee has worked 48 hours if a subsequent disability is unrelated and after one month back to active employment if the subsequent disability is related.

12) In order that the Company can accommodate <u>Teck's</u> request, it will be necessary *to* retain current staff at Waneta Headquarters and assign them to the Compressed Work Schedule. Additional vacancies will be posted signifying the work schedule, the headquarters and expected duration of this assignment.

### LETTER OF UNDERSTANDING#9 - February 1, 2001 Re: Implementation of a four-day work week

The Company and the Union endorse the concept of a four-day work week to improve efficiencies. The Parties agree that participation is voluntary on the part of the employee and will not be unreasonably withheld by the Union and undue pressure will not be applied by the Company.

The Company's intention of **a** four-day work week is to increase the employees productive work time by decreasing the amount of travel and set up time for jobs, while maintaining a  $37\frac{1}{2}$  hour work week and providing the employee with a three-day weekend for every four days worked. Utilization of this work schedule will be voluntary by the employee/work crew and the Employee's supervisor.

The following procedures shall be adhered to when electing to work a four-day work week

(a) Either the company or employees may initiate discussions around working a four-day work week.

(b) Individuals or work crews with the approval of their supervisor may elect to work a four-day work week.

(c) Once an employee or group of employees have elected to work a four-day work week they must continue to do so until the project or work assignment they are currently working on is complete, unless both parties mutually agree to a change in work hours.

(d) Employees electing to work a four-day week will work either Monday to Thursday, or Tuesday to Friday.

(e) A work day shall consist of nine hours and twenty minutes.

(f) All work in excess of the scheduled daily hours, will be paid at overtime rates.

(g) The LOA provisions of Marginal Paragraph 19.02 will apply except that for Marginal Paragraph 19.02 (b) the flat rate will be \$125.00 per day worked.

(h) For purposes of employees taking vacation while working a four-day work week,  $37\frac{1}{2}$  hours shall be considered as one week of vacation entitlement.

(i) The company recognizes 10 statutory holidays. Employees scheduled to work on the enumerated holiday will be paid the scheduled hours worked for that holiday. Employees not working the statutory holiday will receive seven and one-half hours banked pay. Employees who work a four-day work week for greater than six months annually will be credited with 30 hours paid time off in lieu of the four floating statutory holidays.

(j) Employees who take bereavement leave will continue to be entitled to three consecutive days off.

### LETTER OF UNDERSTANDING #11 – February 1, 2009 Re: Future Retiree Benefits

Employees who retire after February 1,  $\underline{2009}$  will receive any retiree benefits negotiated.

# LETTER OF UNDERSTANDING#12

1. Effective February 1, 2009 through January 31, 2010, all Journeyman Powerline Technicians (PLTs) and Apprentice PLTs currently working within the Transmission & Distribution group, will receive an interim market adjustment of 8% on the base rate of pay in effect after the February 1, 2009 3% increase for all classifications in Schedule A has been applied. Unless the Company amends or renews the PLT interim market adjustment, the PLT interim market adjustment will cease on January 31, 2010, and the PLTs will revert to the rate in effect immediately prior to the adjustment.

2. The PLT interim market adjustment will be paid **as** a percentage of base wage on hours worked and paid on a biweekly basis. It will appear **as** an interim market adjustment on pay cheques.

**3.** The PLT interim market adjustment is pensionable and pension contribution deductions will be made accordingly.

4. Overtime, call **at**, standby, lead hand, charge hand rates will be calculated based on an employee's normal rate of pay plus the PLT interim market adjustment.

5. Employees choosing to bank their overtime will have the interim market allowance portion paid out.

6. The PLT interim market adjustment will not apply to redemptions from overtime banks where redemption is taken in the form of pay or scheduled time *off.* 

7. The PLT interim market adjustment will not apply to the payout of any time banks upon termination.

8. Employees on leave such as bereavement leave, **jury** duty leave, illness or accident leave, or long term disability leave for more than 105 calendar days in any 16 week period will not receive the PLT interim market adjustment.

**IBEW 213 Agreement** 

) ;; )

)

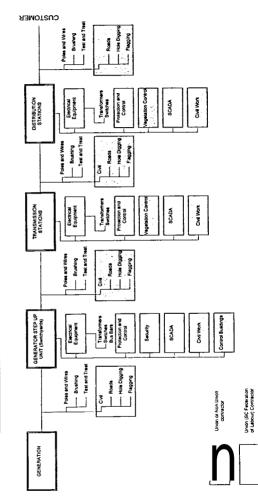
## **LETTER OF UNDERSTANDING #13 RE:** Single Arbitrator listing

If Stage 3 of Marginal Paragraph 17.01 fails to resolve a grievance. both parties agree to refer the matter to a single arbitrator chosen from the following list on a rotational basis:

(a) <u>Tony Hickling</u>
(b) <u>John Kinzie</u>
(c) <u>Nick Glass</u>
(d) <u>John McConchie</u>

## LETTER OF UNDERSTANDING #14 Re: Article 20 – Work Done by Contractors

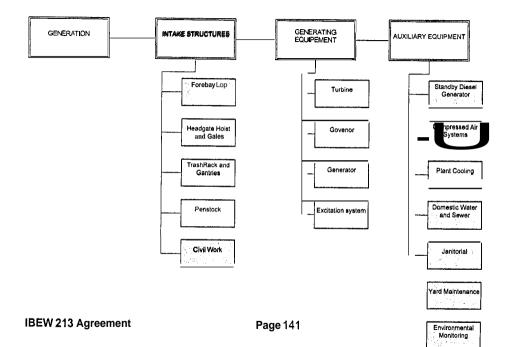
Except for any on-site work on Electrical Equipment within the areas described in the green (or gray) boxes in this chart. which is captured by Marginal Paragraph 20.01, the on-site work within the areas described in the green (or gray) boxes in this chart is not captured by Marginal Paragraph 20.01. On-site work within the white areas of this chart is captured by Marginal Paragraph 20.01.



COMPANY OFFICES/WAREHOUSESETEC -modicine work such the year maintenance, wegesten concol, anow removel, plumiting, the alert systema, computer IT work normaly performed by COPE 378 memory and/or maintenance, and work on building annelopea

Pade **J**0

IREW 213 Anreament



## LETTER OF UNDERSTANDING#15 Re: Article 20 - Work Done by Contractors

Where the Company utilizes non-union technicians and/or engineers as a condition of warrantee work and/or supply contract on substation or generation equipment and apparatus, the Company will endeavour to have a bargaining unit employee perform the work. The non-union technician  $\alpha$  engineer will confirm the work and a unionized contractor or bargaining unit employee will perform the work in accordance with instructions provided by the engineer or technician. Where this is not possible, **a** bargaining unit employee will accompany the nonunion technician or engineer while he performs the work.

# LETTER OF UNDERSTANDING #16 Re: Crew Leader Transition

The Company and the Union have agreed to transition from leadhand/chargehand premiums to Crew Leader positions. This transition will occur over a period of six months. Twenty-eight regular Crew Leader positions will be tilled during this transition period.

During the transition period. the Company will post Crew Leader positions at its facilities in the affected permanent headquarters and fill the Crew Leader positions in that headquarters with successful applicants from that permanent headquarters. Selections will be in accordance with Article 12.02. After the transition period is over, any additional or replacement Crew Leader vacancies will be posted and filled in accordance with Article 12.

During the transition period and until a regular Crew Leader has been assigned. Crew Leader duties will continue to be undertaken by employees drawing the leadhand (9%) and chargehand (13%) premiums. Leadhand/chargehand premiums will be eliminated in a service area within three months of the effective date of regular Crew Leader appointments.

The three current regular chargehands will be grandfathered into the Crew Leader positions without posting effective the date of ratification.

# APPENDIX B – JOB DESCRIPTIONS

The duties and responsibilities of the positions outlined below reflect the general details considered necessary to describe the principal functions of the jobs and shall not be construed as a detailed description of all the work requirements that may be inherent in the jobs.

#### ARBORIST

#### Summary

The duties of an Arborist are the slashing, cutting, falling **and** sawing of various obstructions to Company transmission **and** distribution power lines and electric utility equipment and the disposal of these items.

# Supervision

An Arborist reports to a staff Supervisor or Delegate.

# **Duties & Responsibilities**

- 1. Assist in training new employees, apprentices and employees in lower classifications.
- 2. Perform duties normally carried out by a lower classification employee.

- 1. Holder of a valid Western Utility Arborists' Association Certificate in tree trimming, tools and aerial work.
- 2. Holder of a valid Class 5 Drivers Licence with Air Brake Endorsement.
- 3. Be familiar with electric utility clearance and isolation procedures and the precautions to be followed when working around energized lines and equipment.

# CREW LEADER

<u>Summary</u>

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

# Duties & Responsibilities

- <u>Instructing and directing workers in the safe</u> performance of their duties.
- <u>Planning and coordinating work for others (including flagging and backhoe contractors).</u>
- <u>Supervising and assigning work to employees.</u>
- <u>Responsible for the preparation and quality of all</u> work under their charge.
- Assuring that all work related documentation, information and records are updated.
- Liaising with appropriate internal and external parties as required.
- <u>Providing feedback to crew members on their</u> performance in order that work is carried out safely, efficiently and expeditiously.
- Functioning as a Kelowna District Person in Charge.
- Functioning as a Generation Control Release Holder.
- Relieving a Foreman.

- <u>Superior knowledge of trade (work methods, tools.</u> equipment).
- General knowledge of alternate trades at FortisBC {work methods. tools, equipment. safety).
- <u>Excellent understanding of and adherence to FortisBC</u> and WCB safety regulations (lockout. switching, tailboards).
- <u>Demonstrated knowledge of FortisBC job planning</u> and scheduling criteria.
- <u>Ability to work to predetermined budgets, schedules</u> and quality expectations.
- Superior knowledge of overall FortisBC utility system
   operation.
- Demonstrated ability to work with relevant computer systems/applications.
- Demonstrated ability to direct and supervise crews.
- <u>Good interpersonal skills to effectively communicate</u> (written/oral) with crews. staff and public.
- Ability to assess work requirements with respect to tools and resources necessary for the task.
- Interprovincial Red Seal or T.O. certification.

# COMMUNICATION, PROTECTION & CONTROL TECHNOLOGIST

#### Summary

The Communications, Protection & Control Technologist is responsible for the conduct of installation, maintenance and repairs on all telecommunication, electrical apparatus and equipment to ensure safe and efficient power system operation.

# **Duties & Responsibilities**

- 1. Conduct emergent, investigative and scheduled tests on generation, transmission and distribution system electrical apparatus and equipment, cables, metering, telecommunications and protective relaying facilities by coordinating line and equipment clearances.
- 2. Carry out specialized tests required *to* analyze and assess inherent faults or conditions including power quality and radio or television frequency interference.
- 3. Compile and record test data on telecommunications, relay characteristic tests and other associated electrical equipment.
- **4.** Install, test and commission a wide range of generation, substation and terminal station communication and protective schemes.
- 5. Assess and organize those conditions that must be dealt with in the installation and maintenance of telecontrol equipment such as, two-way radios, repeater sites, microwave radio, powerline carrier, supervisory control, telemetering equipment, telecontrol standby power equipment and security systems.

- 6. Read, interpret and troubleshoot complex protective relaying schemes and determine any corrective actions needed to solve problems.
- 7. As required, undertake cost estimates, basic designs, job planning, scheduling, work documentation **and** reports.
- 8. Liaise with other internal or external parties to provide technical expertise as required.
- **9.** Willing and able to provide technical training in areas covered underjob duties *to* others in the workforce including those at a lower employee classification.
- **10.** Subject to Standby and Callouts. Will be required to establish residence as per the Standby policy.
- 11. Perform duties normally carried out by a lower classification employee.

- 1. Diploma in Electrical or Electronics Technology.
- 2. Journeyman Electrician certification.
- **3.** Practical experience in work related to generating, substation or terminal station equipment.
- 4. Must possess a strong computer background.
- 5. Practical experience in the use of tools and electrical testing equipment.
- 6. Must be holder of a valid Class 5 Driver's License.

# COMMUNICATION, PROTECTION & CONTROL TECHNOLOGIST APPRENTICE

#### Summary

Under the guidance and direction of a Journeyman Electrician, Communication, Protection & Control ("CP&C") Technologist and his/her supervisor, the CP&C Technologist Apprentice is responsible for the conduct of installation, maintenance and repairs on all telecommunication, electrical apparatus and equipment to ensure safe and efficient power system operation.

#### Duties and Responsibilities

Under the direction of **a** Journeyman Electrician or CP&C Technologist, the CP&C Technologist Apprentice will:

- 1. Enroll in a four-year electrician apprenticeship program and become a journeyman electrician.
- 2. Conduct emergent, investigative and scheduled tests on generation, transmission and electrical distribution system electrical apparatus and equipment, cables, metering, telecommunications and protective relaying facilities by coordinating line and equipment clearances.
- **3.** Carry out specialized tests required to analyze and assess inherent faults or conditions including power quality and radio or television frequency interference.
- 4. Compile and record test data on telecommunications, relay characteristic tests and other associated electrical equipment.
- 5. Install, test and commission a wide range of generation, substation and terminal station communication and protective schemes.

- 6. Assess and organize those conditions that must be dealt with in the installation and maintenance of telecontrol equipment such as two-way radios, repeater sites, microwave radio, power line carrier, supervisory control, telemetering equipment, telecontrol standby power equipment and security systems.
- 7. Read, interpret and troubleshoot complex protective relaying schemes and determine any corrective actions needed to solve problems.
- 8. As required, undertake cost estimates, basic designs, job planning, scheduling, work documentation and reports.
- 9. Liaise with other internal or external parties to provide technical expertise **as** required.
- **10.** Be willing and able to provide technical training in areas covered by these Duties & Responsibilities to others in the workforce including employees in lesser-paid classifications.
- 11. Be subject to standby and callouts, and required to establish residence as per the Company's Standby Policy.
- **12.** Perform duties normally carried out by employees in lesser-paid classifications.

- 1. Diploma in Electrical or Electronics Technology.
- 2. Class 5 Driver's Licence.

#### CUSTOMERSERVICEMAN Summary

The duties of a Customer Serviceman **are** to provide services to the Company's customers through the installation of meters and the investigation of customer complaints and inquiries. In discharging their responsibilities, Customer Serviceman foster good relations between the Company **and** its customers.

#### Supervision

Customer Servicemen report to staff Supervisors or their delegate.

#### **Duties & Responsibilities**

- 1. Performs connects and disconnects on single-phase, selfcontained types of meters and metering installations only.
- Exchanges self-contained meters for test, re-tests, or repair, performs cleaning, handling, shipping and receiving of meters and metering equipment.
- 3. Uses basic electrical testing, indicating and recording instruments to analyze customer problems; interprets results and informs the Supervisor on the results.
- 4. Directly investigates customer complaints; reports results and **suggests** solutions to the Supervisor.
- 5. Maintains customer service records and metering installation records.
- 6. Provides training to Meter Readers and other employees in customer service matters.
- 7. Perform duties normally carried out by a lower classification employee.

- 1. General knowledge in electricity, electrical distribution systems, customer metering equipment, installations and facilities.
- 2. Working knowledge and the application of basic electrical testing, measuring, indicating and recording instruments.
- 3. Good knowledge of the Company's electrical rate structure, rules, regulations and policy.
- 4. Possesses the qualifications for the Meter Reader classification.

#### EQUIPMENT OPERATOR Summary

The duties of an Equipment Operator are to carry out the operation and running care of special mobile vehicles and associated equipment and provide ground support for maintenance and line crew personnel.

#### Supervision

**An** Equipment Operator reports to a staff supervisor or delegate and may work under the direction of a higher classification employee.

# **Duties & Responsibilities**

- 1. Operates mobile vehicles and associated equipment requiring Class 1 <u>driver's license</u> including a combination of vehicles in which the towed vehicles do not exceed 4,600 kg, gross vehicle weight.
- 2. Operates overhead powerhouse cranes 120-ton capacity or greater and obtains any required crane operator and advanced rigging certifications.
- **3.** Operates associated equipment such **as** radial boom derrick equipment, man lift booms, pay-out and take-up equipment, etc.
- 4. Operates crawler tractors and/or front-end loaders over 10,900 kg. gross vehicle weight.
- 5. Ensures vehicles and equipment are maintained in good working order both operationally and visually.

- **6.** Performs daily inspections of vehicles and equipment and reports any abnormalities to the supervisor.
- 7. Carries out assignments which **are** within the capability of the incumbent, including assignments normally carried out by lower classification employees.

- 1. Holder of a Class 1 driver's licence with air brake endorsement.
- 2. Demonstrates ability to operate crawler tractors, front-end loaders and other heavy equipment required from time to time in the electric utility industry.

# FIRST AID HELPER

Summary

The duties of a First Aid Helper are to provide first aid services at <u>FortisBC worksites</u>. The incumbent must be a holder of and maintain a minimum of Level 3 Industrial First Aid Ticket.

#### Supervision

The First Aid Helper reports to a staff supervisor or delegate and normally works under the direction **of** a higher classification employee.

# **Duties & Responsibilities**

- 1. The Primary Duties of the first aid attendant will be to provide first aid services, as required.
- 2. Performs all duties of the Helper classification.
- **3.** Performs duties, which require some skills as acquired by experience and/or training while employed with the Company.
- 4. Performs trades-related duties under the direction and guidance of a journeyman tradesman, apprentice or other employees who are more skilled in the tasks i.e. warehouse and inventory.
- 5. Operates more advanced hand and power tools and equipment under the supervision and direction of a tradesman or other employees who are skilled in the operation of such tools and equipment.

•

- 1. Must possess an Industrial First Aid Level 3 Certification.
- 2. Developed interpersonal/communication skills ability to develop effective working relationships.
- 3. Must have aptitude for learning and developing work skills.
- 4. Knowledge and ability to operate more advanced hand and power tools and equipment.

# FLOORMAN (1<sup>ST</sup> CLASS) Summary

The duties of a 1<sup>st</sup> Class Floorman are day to day monitoring, inspection, adjustment and cleaning of Power Plants, Sub and Switching Stations, **and** associated equipment, including switching operations on electrical equipment and manual operation of generating units.

# Supervision

A  $\hat{1}^{st}$  Class Floorman reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

In addition to performing all the duties and responsibilities of a  $2^{nd}$  Class Floorman:

- 1. Carry out switching operations, as required.
- Manually start and stop generating units and manually operate generating units, under direction of the Control Centre as required.
- 3. Assist tradesmen and other higher classification employees in performing maintenance of Generating Plant, Sub and Switching Station equipment. Rigging (basic) and moving of equipment using overhead cranes and other hoist equipment for light loads and including operation of the cranes and hoisting equipment.
- 4. Assist in the training of all employees and employees in lower classifications.
- 5. Performs Dam Safety inspections. piezometer readings.
- 6. Performs Fire valve inspections and reporting.
- 7. Perform duties normally carried out by a lower classification employee.

- 8. Assists electricians with alarm testing.
- 9. Act as control release holders once deemed qualified and if it is determined they can do this work legally.
- 10. Trash rack cleaning.

- 1. Knowledgeable in and demonstrated competence in manual operation of generating units, sub and switching station equipment.
- 2. Minimum of one year employ with the Company in the position of 2<sup>nd</sup> Class Floorman.
- 3. Familiar with basic rigging and moving of equipment using overhead cranes and other hoisting equipment.
- 4. May require passing a written and/or practical examination.

#### FLOORMAN (2<sup>ND</sup> CLASS) Summary

The duties of a 2<sup>nd</sup> Class Floorman are day to day monitoring, inspection, adjustment and cleaning of Power Plants, Sub and Switching Stations, and associated equipment, including switching operations on electrical equipment. This position is intermediate level for training towards to the position of 1<sup>st</sup> Class Floorman.

#### Supervision

A  $2^{nd}$  Class Floorman reports to a staff supervisor or delegate.

#### **Duties & Responsibilities**

In addition to performing all the duties and responsibilities of a  $3^{rd}\, \text{Class Floorman:}$ 

- 1. Carry out, under specific instruction/direction, switching operations when required (isolate specific equipment, bus transfers, etc.).
- 2. Assist tradesmen and other higher classification employees in performing maintenance of Generating Plant, Sub and Switching Station Equipment.
- **3.** Assist in training all employees and employees in lower classifications.
- **4.** Perform duties normally carried out by a lower classification employee.
- 5. Trash rack cleaning.

- Minimum of one year employ with the Company in the position of 3<sup>rd</sup> Class Floorman.
- 2. Demonstrated aptitude and capability to carry, under specific instruction, switching operations on electrical equipment.

# FLOORMAN (3<sup>RD</sup> CLASS) Summary

The duties of a **3<sup>rd</sup>** Class Floorman are day to day monitoring, inspection, adjustment and cleaning of Power Plants, Sub and Switching Stations, and associated equipment. This position is entrance level for training toward the position of **1**<sup>st</sup> Class Floorman.

#### Supervision

A  $3^{rd}$  Class Floorman reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Maintain good housekeeping in the Company's Power Plants and Associated Sub and Switching Stations.
- Perform routine operating maintenance and inspection of Generating Units, Sub and Switching Station equipment and associated auxiliary apparatus and reporting abnormalities to the appropriate supervisor(s).
- 3. Assist tradesmen and other higher classification employees in performing maintenance of Generating Plant, Sub and Switching Station equipment.
- **4.** Perform duties that are normally carried out by a lower classification employee.
- 5. Trash rack cleaning.
- 6.

# Qualifications

High school graduation in academic/industrial program with course electives in mathematics and electricity.

# GARAGE ATTENDANT

Summary

The duties of a Garage Attendant are to assist other employees by carrying out unskilled and semi-skilled work.

# Supervision

A Garage Attendant reports to staff supervisor or delegate and normally works under the direction of a higher classification employee.

# Duties & Responsibilities

The duties and responsibilities of an incumbent Garage Attendant shall include, but not be limited to, the following:

- 1. Perform all duties of a Labourer classification.
- 2. Performs duties which require some skills as acquired by experience and/or training while employed with the Company.
- 3. Performs trades-related duties under the direction and guidance of a Journeyman Tradesman, apprentice or other employees who are more skilled in the tasks.
- 4. Operates tools and equipment associated with Garage duties under the supervision and direction of a tradesman or other employees who are skilled in the operation of such tools and equipment.
- 5. Transport vehicles.

#### Qualifications Holder of a valid Class 3 Licence with air brake endorsement. HELPER

#### Summary

The duties of a Helper are **to** assist other employees by carrying out unskilled and semi-skilled work

#### Supervision

A helper reports to a staff supervisor or delegate and normally works under the direction of a higher classification employee.

#### **Duties & Responsibilities**

- 1. Performs all duties of the Labourer classification.
- 2. Performs duties which require some skills as acquired by experience and/or training while employed with the Company.
- 3. Performs trades-related duties under the direction and guidance of a Journeyman Tradesman, apprentice or other employees who are more skilled in the tasks.
- 4. Operates more advanced hand and power tools and equipment under the supervision and direction of a tradesman or other employees who are skilled in the operation of such tools and equipment. Operates forklifts. scissor lifts, man lifts, hiab, gantry cranes. trash rack cranes and tailrace cranes and obtains any required crane operator and advanced rigging certifications.

In addition to possessing the qualifications **of** the Labourer classification the Helper must have an aptitude for learning and developing work skills and the ability to operate more advanced hand and power tools and equipment. <u>Helper must have the ability with appropriate training to competently operate the equipment and tools noted above. A valid Class 5 driver's license is required.</u>

# INSPECTOR CIVIL CONSTRUCTION Summary

The Inspector Civil Construction inspects civil work done by contractors and Company crews to ensure compliance with design and civil standards. S/he works alone and makes decisions in the field in consultation with project designers. The Inspector Civil Construction is the design group's field representative. S/he ensures projects are ready for construction crews and fosters good relations between the Company and its customers.

#### **Duties & Responsibilities**

- 1. Inspect throughout various stages of development the:
  - a. excavation of trenches including drainage, compacting and back-filling;
  - **b.** concrete structures i.e. switching vaults and transformer pads; and
  - c. laying of ducts.
- 2. Assists PLTs in installing duct into Company apparatus including live structures.
- **3.** Arrange assistance through Dispatch or other means if required.
- 4. Handle, use, and care for hand and power tools, devices, and equipment which do not require specific trades training and work around heavy equipment.
- 5. Assist tradesmen and other higher classification employees by performing manual work which does not require specific trades training.

- 6. Performs associated duties when working with line crews, trades crews, or maintenance crews.
- 7. Carries out assignments which are within the capability of the incumbent, including assignments normally carried out by lower classification employees.

- 1. Extensive background in underground distribution, line work, and civil installations acquired through a combination of experience and training.
- 2. Knowledge of Limits of Approach and safety standards and able to identify safety hazards on civil construction projects.
- 3. Qualified Person under the Company's Safety Practice Regulations and Safety System and Lockout Program.
- 4. Familiarity with the Occupational Health & Safety Regulations for excavations and underground workings.
- 5. Aptitude for learning and developing work skills and the ability to operate more advanced hand and power tools and equipment.
- 6. Holder of a valid Class 5 drivers license.
- 7. Basic computer skills.
- 8. Communication skills.

# JOURNEYMAN TRADESMAN AUTOMOTIVE TRUCK AND TRANSPORT

# MECHANIC/HEAVY DUTY MECHANIC

#### Summary

Is expected to discharge the responsibility of and to practice fully his/her trades qualification.

#### Supervision

A Journeyman Tradesman, Automotive/Truck and Transport Mechanic/Heavy Duty Mechanic reports to a staff supervisor or his/her delegate.

Duties & Responsibilities

- 1. Carry out the proper installation, disassembly and reassembly *of* parts. Complete repairs and maintenance of vehicles, mobile equipment, attachments.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

- 1. Holder of a Canadian Interprovincial Automotive/Truck and Transport Mechanic/Heavy Duty Mechanic Journeyman Certificate.
- 2. Holder **of** a valid Class 3 Driver's Licence with Air Brake Endorsement and is able to operate vehicles and mobile equipment.

# JOURNEYMAN CARPENTER

#### Summary

A Journeyman Tradesman, Carpenter is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

Supervision

A Journeyman Tradesman, Carpenter, reports to a **staff** supervisor or delegate.

Duties & Responsibilities

- 1. Carry out proper construction, installation, layout, repairs and maintenance of plants, yards, stations, buildings, structures and equipment.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

Qualifications

- 1. Holder of a Canadian Interprovincial Carpentry Journeyman Certificate or a Carpentry Trades Qualification Certificate.
- 2. Be familiar with the basic operation of electric utility plants, yards, buildings, structures and equipment, apparatus and protective devices and their clearances and isolation procedures.

# JOURNEYMAN ELECTRICIAN

#### Summary

A Journeyman Electrician is expected to discharge the responsibility of and to practice fully his/her trades qualification.

# Supervision

A Journeyman Electrician reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Carry out proper construction, installation, repairs and maintenance of electrical systems, equipment, apparatus, electronic **and** supervisory controls, meters and protective relays.
- 2. Under the direction of person-in-control carry out system switching and manually operate generating units in Power Generating Operations.
- 3. When required perform "Standby" duties.
- 4. Assist in training new employees, apprentices and employees in lower classifications.
- 5. Perform duties normally carried out by a lower classification employee.

# Qualifications

- 1. Holder of a Canadian Interprovincial Electrician's Certificate or an Electrical Trades Qualification Certificate.
- 2. Be familiar with and experienced in electric utility systems, equipment, apparatus and protective devices and their clearances and isolation procedures.

# JOURNEYMAN MILLWRIGHT Summary

A Journeyman Tradesman, Millwright, is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

# Supervision

A Journeyman Tradesman, Millwright, reports to a **staff** supervisor **or** delegate.

#### **Duties & Responsibilities**

- Carry out proper construction, installation, adjustments, alignments, repairs and maintenance of mechanical, pneumatic and hydraulic systems and equipment.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

- 1. Holder of a Canadian Interprovincial Millwright Journeyman Certificate **or** a Millwright Trades Qualification Certificate.
- 2. In addition, be familiar with and experienced in electric utility's mechanical, pneumatic and hydraulic systems, equipment, apparatus and protective devices and their clearance and isolation procedures.

# JOURNEYMAN PAINTER

#### Summary

A Journeyman Painter is expected to discharge the responsibility **of** and to practice fully his/her trades qualifications.

# Supervision

A Journeyman Painter reports to a staff supervisor or delegate.

Duties & Responsibilities

- 1. Carry out proper corrosion control, paint removal and surface preparation, filling and sealing, interior and exterior priming, and finishing, coating staining and painting of apparatus, cabinets, buildings and structures.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

- 1. Holder of a Canadian Interprovincial Painter Journeyman Certificate or a Painter Trades Qualification Certificate.
- 2. In addition, be familiar with the basic operations of electric utility plants, yards, buildings, structures and equipment, apparatus and protective devices and their clearance and isolation procedures.

# JOURNEYMAN PLUMBER

# Summary

A Journeyman Tradesman, Plumber, is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

# Supervision

A Journeyman Tradesman, Plumber, reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Carry out proper construction, installation, repairs and maintenance of mechanical, pneumatic and hydraulic systems, piping, fixtures and drainage.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- 3. Perform duties normally carried out by a lower classification employee.

# Qualifications

- 1. Holder of a Canadian Interprovincial Plumbing Journeyman Certificate or a Plumbing Trades Qualification Certificate.
- 2. Be familiar with electric utility's mechanical, pneumatic and hydraulic systems, equipment apparatus and protective devices and their basic clearance and isolation procedures.

# JOURNEYMAN WELDER

#### Summary

A Journeyman Tradesman, Welder, is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

# Supervision

A Journeyman Tradesman, Welder, **reports** to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Carry out proper construction, installation, repairs **and** maintenance **of** systems, equipment, apparatus, machines and metal structures.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

- 1. Holder of a Canadian Interprovincial Welder Journeyman Certificate or a Welder Certificate of Proficiency, minimum Class A.
- 2. Be familiar with electric utility's mechanical systems, equipment, apparatus and protective devices and their basic clearance and isolation procedures.

# LABOURER

2

Summary

The duties of a Labourer are to carry out a variety of assignments by performing unskilled manual work.

Supervision

A Labourer reports to a staff supervisor or delegate and normally works under the direction of a higher classification employee.

Duties & Responsibilities

- 1. Maintains good housekeeping in the Company's plants, switching and sub stations, buildings and structures and other associated facilities by sweeping, dusting, cleaning, wiping shelves, fixtures, equipment, tools and floors, etc.
- Digs trenches, ditches pole and post holes and does other manual shoveling work.
- **3.** Clears snow, ice and other debris from walkways, steps, roofs and roadways, etc.
- Assists tradesmen and other higher classification employees by performing marual work which does not require specific trades training.
- 5. Moves, transports and handles equipment, machinery, tools and materials.
- 6. Handles, uses and cares for basic tools, devices and equipment not requiring specific trades training.

Qualifications

- 1. Ability to carry out a variety of duties requiring significant physical effort.
- 2. Ability to operate basic hand and power tools.

# 1<sup>ST</sup> CLASS MAINTENANCE MAN

Summary

A 1<sup>st</sup> class Maintenance Man is responsible for the assembly, installation, overhaul, repair and inspection of equipment in hydroelectric generation plants, substations, switching stations and in other Company facilities.

Supervision

1<sup>st</sup> Class Maintenance Man reports to a staff Supervisor or delegate.

Duties & Responsibilities

1. Under the overall direction of a Supervisor or his/her delegate, carry out installations, adjustments,

Inspections, repairs and maintenance of the Company's electrical/mechanical, pneumatic and

hydraulic systems, equipment, apparatus, machines and parts, other associated and auxiliary equipment

and facilities.

2. Rigging of equipment and apparatus for moving with various overhead and mobile cranes and hoisting devices.

**3.** Operation of Company overhead and mobile cranes, fork lifts, truck with hydraulic booms and cranes.

4. Repair and overhaul of air, electric and other power tools.

5. Handle, use and care for hand tools, power tools and advanced power tools and devices, including

cutting, welding and grinding equipment.

6. Under direct supervision, performs specific switching duties, as assigned.

7. Operate and carry out running care of vehicles permitted under Class 3 driver's licence, with air brake

Endorsement, when required.

8. Assist in training new employees, apprentices and employees in lower classifications.

9. **Carry** out assignments which are within the capability of the incumbent. From time to time, this may

include assignments normally carried out by a lower classification employee.

10. Observe the Company's and the WorkSafeBC's rules and regulations.

# Qualifications

1. High school graduation in academic/industrial program.

2. Ability to carry out a variety **of** duties requiring a significant physical effort.

3. Minimum of two years experience as  $a 2^{nd}$  Class Maintenance Man in the Company's operations, or equivalent industrial experience or qualifications.

4. Demonstrated competence for rigging and moving of equipment and apparatus using overhead and mobile cranes and hoisting equipment, as well as the ability to operate the Company's cranes and hoisting devices.

5. Familiar with electrical utility's electrical/mechanical, pneumatic and hydraulic systems, equipment, apparatus and protective devices and their operation, clearance and isolation procedures,

6. Holder of a valid Class 3 driver's licence (with air brake endorsement, when required) and able to

Operate vehicles in a responsible manner under **all** types of weather and traffic conditions.

#### METER READER

Summary

The duties of a Meter Reader are to take and record meter readings. In discharging their responsibilities, Meter Readers foster good relations between the Company and its customers. Through on-the-job learning and training, Meter Readers may develop skills and knowledge, which may lead to a higher classification, such **as** Customer Serviceman.

#### Supervision

Meter Readers report to a staff Supervisor or delegate.

Duties & Responsibilities

- 1. Accurately records meter readings into the Handheld device.
- 2. Recommends route optimization/ideas when required.
- **3.** Reports any customer load abnormalities, complaints or inquiries to the Supervisor.
- 4. During rounds, observes the Company's transmission and distribution system and the metering equipment installations for any abnormalities. Reports any such abnormalities to the Supervisor.
- 5. Fosters good relations between the Company and its customers by displaying a courteous and pleasant manner and maintains a neat and clean appearance.
- 6. Operates and carries out running care of assigned vehicles.
- 7. Perform duties normally carried out by a lower classification employee.

- 1. Holder of a valid Class 5 driver's license.
- 2. Successful completion of the FortisBC online Utility Operation Training program or equivalent.
- 3. Familiar with the Company's electrical rate structure, rules, regulations and policy.
- 4. Able to walk considerable distances under all types of weather conditions.
- 5. Possess the qualification of the Labourer classification.

# METER TECHNICIAN

Summary

A Journeyman Meter Technician is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

Supervision

A Meter Technician reports to a staff supervisoror delegate.

Duties & Responsibilities

- 1. A Meter Technician is expected to carry out testing and repairs of meters and metering installations.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- **3.** Perform duties normally carried out by a lower classification employee.

- 1. Holder of Canadian I.P. Journeyman Electrician Certificate or Meter Technician trades qualification certificate.
- 2. Be familiar with and experience in electric utility systems, equipment, apparatus and protection devices and their clearance and isolation procedures.

# POWERLINE TECHNICIAN (LINEMAN) Summary

A Powerline Technician is expected to discharge the responsibility of and to practice fully his/her trades qualifications.

# Supervision

A Powerline Technician reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Perform standby duties as assigned.
- 2. Assist in training new employees, apprentices and employees in lower classifications.
- 3. Perform duties normally carried out by a lower classification.

- 1. Holder of a Journeyman Powerline Technician Interprovincial Certificate or a Lineman Trades Qualification Certificate.
- 2. Be familiar with and experienced in electric utility transmission and distribution systems, protective and safety devices and their clearances and isolating procedures.
- 3. Holder of a valid Class 3 driver's licence with air brake endorsement.

#### POWER LINE TECHNICIAN APPRENTICE Summary

Under the guidance and direction of a Power Line Technician and/or supervisor(s), the Apprentice PLT will learn and perform the duties and responsibilities of the trade qualification. The Apprentice Power Line Technician reports to a staff supervisor or delegate.

# **Duties & Responsibilities**

- 1. Build, repair, and maintain overhead and underground power lines and electrical distribution equipment.
- 2. Climb poles and complete instructions **as** given by Power Line Technicians and/or the supervisor(s).
- 3. Understand and follow safety regulations and procedures.
- 4. Operate large equipment **such** as cranes, derricks, trucks, **tools** and computers.
- 5. Perform standby duties **as** assigned.
- 6. Respond to customer calls and deliver prompt and courteous service.
- 7. Perform duties normally carried out by a lower classification employee.

# Qualifications

- 1. Have the potential, ability and intent to progress to a Journeyman Power Line Technician.
- 2. Successful completion of post-secondary pre-apprentice schooling or the FortisBC Pre-apprentice PLT Program.
- 3. Holder of a valid Class 3 driver's license with air brake endorsement.
- 4. Capable of working outdoors in a highly physical capacity.

# POWER LINE TECHNICIAN PRE-APPRENTICE Summary

The duties of a Pre-apprentice Power Line Technician are to assist other members of a line crew from the ground. This is a semi-skilled position requiring the supervision of a tradesman. It is also a learning position where one can improve his skills or gain new skills. Climbing and aerial bucket work will be permitted for training purposes while under the supervision of **a** journeyman.

## Supervision

A pre-apprentice lineman reports to a staff supervisor or delegate and normally works under the direction of a higher classification employee.

# **Duties & Responsibilities**

- 1. Performs duties as a Lineman's trades helper which requires some **skills** as acquired by experience and/or on-the-job training and instruction.
- 2. Carries out maintenance and construction work **as** directed, including pole framing, right-of-way clearing and maintenance, road maintenance, line patrol, etc.
- 3. Carries out assignments normally carried out by lower classification employees or those of a higher classification to gain skills and experience.
- 4. Operates and carries out running care of vehicles and mobile equipment.
- 5. Handles, uses and cares for hand and power tools and equipment as required.

6. In addition to the duties and responsibilities above the preapprentice lineman performs all duties of the Labourer classification.

- 1. Holder of a valid Class 3 driver's licence with air brake endorsement.
- 2. Ability to carry out a variety of duties requiring significant physical effort.
- 3. Knowledge and ability to handle, use and care for hand and power tools and equipment.

## PROJECT LEADER

## Summary

This position is an undefined job, which occurs based on the needs of the business, is for a period of longer than 12 months, and is not a regular full-time position. Duties will depend on the scope of the work identified and will typically involve a combination of in-scope and out of scope duties. The Union and the Company acknowledge that this document does not constitute the parties agreement that duties performed as a project leader are either in or out-of-scope. When identified, the company will determine duties and qualification, ask for expressions of interest, and where **an** IBEW member is the successful candidate, the Project Leader rate will apply.

## **RELIEF SYSTEM POWER DISPATCHER** Summary

A Relief System Power Dispatcher is a member of the System Control Centre Operating team. The incumbent's primary function is to relive the System Power Dispatcher. The position requires shift work **as** per established shift schedules. When not required at the System Control Centre, the incumbent may be assigned to other departments.

#### Supervision

Relief System Power Dispatcher reports to a staff supervisor or delegate.

## **Duties & Responsibilities**

- 1. To learn and perform the duties of the System Power Dispatcher.
- 2. Perform duties normally carried out by a lower classification employee.

**L**. Capable of exercising good judgment, and able to handle the stress of the operatingjob, especially during emergencies. Able to deal courteously with the public via telephone and work cooperatively with fellow employees.

2. Have the potential, ability and intent to progress to higher classification in the Control Centre.

3. Relief Power Dispatcher selection wherever possible will be determined by a joint IBEW/<u>FortisBC</u> Committee. The evaluation and selection of Relief Power Dispatcher shall be weighting factors relevant to this position.

FACTOR	WEIGHTING
Post Secondary	2007
Education/Trade School	20%
Trade Experience	30%
Attitude	20%
Seniority	30%

FORMULA FOR SENIORITY WEIGHTING score = <u>Annlicant Seniority x weighting</u> Seniority of Applicant with most seniority

e.g.	score =	<u>10 yr. X 30 pt. = 30</u>
		10
	score =	<u>5 vr. X 30 pt. = 15</u>
		10
	score =	0  yr.  X 30  ut. = 0
		10

**IBEW 213 Agreement** 

))))

Ì

Page 187

# SAFETY COORDINATOR Duties & Responsibilities

- **1.** Lead and participate in incident investigation using Fortis standards and investigation protocols.
- 2. Lead and participate in safety meeting in conjunction with the various business units within Fortis.
- **3.** Communicate key safety principles, incidents and changes within the management system.
- 4. Lead and assist in site visits and inspections in conjunction with departmental supervisor and trend results for improvement.
- 5. Initiate and conduct a variety of safety-related training to FortisBC employees, contractors, emergency response crews, schools and the public.
- Program development. This consists both of new programs and development of existing programs to meet regulatory and technological changes. Evaluate regulatory compliance and accurate regulatory interpretation as it relates to safety and make
  - recommendations to achieve compliance.
- 7. Safe work practice evaluation.
- 8. Pre-project and operating and maintenance/capital consultation for review **of**safety requirements.
- **9.** Emergency response plan development and implementation.
- **10.** Provide expertise in the selection and use **of** personal protective equipment.
- 11. Conduct skills application reviews / job observations and provide feedback.

- 1. Demonstrated leadership ability-
- 2. Strong interpersonal skills; relate well to people at all levels **of** the organization.
- 3. Demonstrated commitment to safety.
- 4. Ability to manage large volumes of projects and requests.
- Continuous improvement ability to challenge the status quo and provide sound recommendations to improve processes.
- 6. Minimum of 5 7 years in **a** safety function.
- 7. Knowledge of safety codes, general safety regulations.
- 8. Knowledge of internal **EH & S** management system and its business application.
- 9. CRSP designation or the ability to obtain the designation within  $\underline{36}$  months.

# SENIOR DISPATCHER Summary

The Senior Dispatcher will play a strategic role within the Dispatch team. Responsibilities include creating schedules for field operations personnel by managing internal and external requests **for** service, unplanned and planned operations and maintenance. Working within a **7/24** environment, the Senior Dispatcher will lead continuous improvement initiatives and ensure coordination **of** dispatchers align with FortisBC established guidelines.

# **Duties & Responsibilities**

- 1. Analyze planned and unplanned operation and maintenance work requirements on a daily basis. Create **work** schedules for field operation personnel, considering safety factors and maximizing available resources.
- 2. Accountable **for** timely completion of scheduled work and reschedule, as necessary.
- 3. Anticipate peaks and emergencies and are proactive in planning and coordinating work
- 4. Initiate quality improvement for dispatching processes.
- 5. Involve **all** stakeholders, using *a* strategic thought process to apply tactical plans to coordinate action and execute plans. Lead quality improvement initiatives to processes, practices and tools.
- 6. Establish and monitor priorities, coordinate work schedules based on company guidelines to ensure alignment.
- 7. Analyze monthly trends in dispatch operations and take action to resolve outstanding issues.

- 1. Technical School diploma with an electrical focus, PLT journeyman ticket, or other electrical industry related work.
- 2. Minimum of eight years field experience in the electric energy business.
- 3. Familiarity with FortisBC geography and technical 'know how' regarding Transmission and Distribution systems.
- 4. Proficiency in Microsoft Windows environment and competency with MS Office/Outlook.
- 5. Fully competent in computer technology used to create work schedules, customer information systems, and *SAP* systems.
- 6. Demonstrated project management has led project teams.

# SYSTEM POWER DISPATCHER Summary

A Power Dispatcher is a member of the System Control Centre operating team. The Power Dispatcher's primary responsibility is to properly monitor and control the generating facilities, high voltage transmission system and associated terminals, sub and switching stations of the company to ensure a reliable and economical supply of power to the customers. The position requires the incumbent to perform shift work as per established shift schedules.

## Supervision

A Power Dispatcher reports to a staff supervisor or delegate.

## **Duties & Responsibilities**

- The System Power Dispatcher's duties will be to operate the high voltage transmission system, associated terminals, sub and switching stations of the Company and to operate the generating facilities and inter-utility schedules.
- 2. Although the Dispatchers operate independently in performing the designated transmission and generation duties, they will be expected to coordinate their duties in an expedient manner to restore system operations when system disturbances are experienced.
- 3. Record system trouble calls and advise standby personnel.
- 4. Maintain thorough familiarity with system operating procedures, regulations and operating characteristics of equipment to ensure a complete understanding of the system operation and interchange with other utilities.
- 5. Assist in training Relief Power Dispatchers.

- 1. Experience as Relief System Power Dispatcher with Fortis preferred.
- 2. <u>Diploma in the Electrical and Computer Engineering</u> <u>Technology.</u>
- 3. Capable of exercising good judgment and able to handle the stress of the operating job, especially during emergencies. Able to deal courteously with the public via telephone and work cooperatively with fellow workers.

# TECHNICAL TRADES ADVISOR - LINE Summary

The Technical Trades Advisor-Line (TTAL) is responsible for the design and implementation of technical training programs that encompass a broad range of topics. This includes the development and delivery of on-site field courses put on by both internal and external resources and will be specifically focused at developing and maintaining Line Trades best work practices for Overhead and Underground work methods within FortisBC. The TTAL is also part of the team that manages and delivers the Apprenticeship Programs. This position will require travel throughout the FortisBC service territory.

## Supervision

The TTAL reports to a staff supervisor or delegate.

## **Duties & Responsibilities**

- 1. Develop, enhance, and deliver training programs on work methods with an emphasis on safe work practices that also meet the needs of all the departments in the company.
- 2. Coordinate with vendors to develop and deliver curriculum that meets the needs of the company and to ensure that the materials correctly convey corporate standards, policies and practices.
- **3.** Coach Subject Matter Experts regarding the delivery of training programs, and provide feedback on their sessions (both delivery and content).
- 4. Continuously update training materials to reflect changes in standards, policies, processes, structure and principles.

- 5. Conduct <u>work method</u> audits, ensure ongoing compliance and report findings to the crew and Supervisor(s).
- 6. Best Practices committee involvement (may lead).
- 7. <u>Will work with existing crews to maintain PLT field skills</u> and qualifications.

# **Special Skill Requirements**

- 1. Comprehensive understanding of electrical theory and power systems.
- 2. Demonstrated knowledge of FortisBC work methods, safety applications and procedures.
- **3.** A demonstrated ability to develop and maintain effective relationships with co-workers, management, customers and vendors; this includes proven communication, interpersonal and problem solving skills.
- **4.** Proven ability to both lead and work in a team environment; including ability to work independently.
- 5. Basic computer knowledge and demonstrated willingness to learn additional skills.

# Qualifications

- 1. Journeyman Power Line Technician Certification.
- 2. Five or more years of Journeyman PLT experience in Class 3 Rubber Glove work methods.
- 3. Demonstrated knowledge of all aspects of live line <u>and</u> <u>underground</u> construction and maintenance methods.
- 4. Demonstrated experience in leadership roles.

- 5. Presentation experience, and demonstrated presentation and instructing skills.
- 6. Demonstrated experience in managing training programs from development to delivery.

#### Note:

The incumbent is expected to perform the normal duties of his trade in addition to the TTA role when time and safety permit.

#### TRUCK DRIVER Summary

The duties of a Truck Driver are to responsibly operate, and to provide running care of trucks, mobile equipment and attachments. When such work is unavailable the Truck Driver may be assigned other suitable work.

# Supervision

A Truck Driver reports to a staff supervisor or delegate and normally works under the direction of a higher classification employee.

# Duties & Responsibilities

- I. Operates vehicles, trucks and mobile equipment permitted under Class 3 driver's licence with air brake endorsement.
- 2. Operates, truck booms, aerial man lifts, folding arm cranes, auxiliary equipment, gears and tools mounted on vehicles, trucks and mobile equipment.
- **3.** Carries **out** daily inspection and running care of vehicles, trucks and mobile equipment. Reports any abnormalities to the supervisor.
- 4. Completes vehicle reports, accident reports and related work documentation when required.
- 5. Handles, uses and cares for hand and power tools, devices and equipment which do not require specific trade training.
- 6. Performs associated duties when working with line crews, trades crews or maintenance crews.
- 7. Carries out duties and assignments normally carried out by lower classification employees or those of higher classification employees to gain skills and experience.

8. Trains new employees and employees in lower classifications, as required.

- 1. Holder of <u>appropriate certification or</u> a valid Class 3 driver's licence with air brake endorsement.
- 2. Ability to carry out a variety of duties requiring significant physical effort.
- 3. Knowledge and ability to handle, use and care for basic hand and power tools, devices and equipment.

# WAREHOUSE CLERK

## Summary

The duties of **a** Warehouse Clerk are to provide assistance in the proper and efficient operation of the Warehouse or material stock control operation. The Warehouse Clerk may, through on the **job** learning and training, develop skills and knowledge which may lead to a higher classification.

# Supervision

A Warehouse Clerk reports to a Staff Supervisor or delegate.

# **Duties & Responsibilities**

- 1. Issue material and **parts** over the counter, records and posts such issuances.
- Calculates price, balances and maintains inventory counts and records.
- 3. Assists higher classification employees in sending and receiving shipments and maintaining records.
- 4. Physically takes inventory counts, moves, sorts and stocks materials and parts.
- 5. When required, delivers material and parts to job sites, or picks up material and parts from suppliers and operates vehicles permitted under Class 5 driver's license.
- 6. Maintains good housekeeping inside and outside the warehouse by sweeping, dusting, cleaning, vacuuming shelves, bins, floors, and associated facilities; and clears snow, ice and debris outside the warehouse.
- 7. Assists in training new employees and employees of a lower classification.

- 8. Carries out other assignments related to the operation of the warehouse or stock control operation.
- 9. Observes Company and WorkSafeBC rules and regulations.

- 1. Basic knowledge of material and parts used by automotive, electrical, mechanical and Transmission & Distribution operations.
- 2. Holder of a Class 5 Driver's license with ability to operate vehicles in a responsible manner under all types of weather and traffic conditions.

# WAREHOUSEMAN

## Summary

The duties of **a** Warehouseman are to provide the proper and efficient operation of a store/warehouse **or** material stock control operations.

## Supervision

A Warehouseman reports to a Staff Supervisor or delegate.

## **Duties & Responsibilities**

- 1. Responsible for the timely shipping and receiving of all material and parts shipments and their quantities and records.
- 2. Maintains adequate stock supplies by issuing material requisitions and local purchase orders.
- **3.** Performs record keeping, accounts balancing, inventory control and report preparations, etc.
- 4. Trains new employees and employees in lower classifications, as required.
- 5. Perform duties normally carried out by a lower classification employee.

In addition to the foregoing, a Warehouseman may be required to transport scrap transformers, become Transportation of Dangerous **Goods** Certified, maintain a data base of waste apparatus, complete and manage hazardous waste forms, liaise with third-party waste contractors, and maintain PPE for and perform housekeeping work at hazardous waste storage facilities. When a warehouseman is required to perform any of these functions, the Company will provide any and all necessary training.

- 1. In addition to the qualifications of a Warehouse Clerk, the Warehouseman must have good knowledge of materials and parts used by automotive, electrical, mechanical and Transmission & Distribution and Generation operations.
- 2. Holder of Class 3 Driver's License with air endorsement.

