

MEMORANDUM OF UNDERSTANDING # 15
RE: "CONSTRUCTION AND FIELD WORK EMPLOYEES"

The conditions of this memorandum will apply to temporary employees of B.C. Hydro and regular employees hired into a temporary job under the MOU who are employed in construction and field work in the Construction and Engineering sectors of B.C. Hydro. The job classifications include testing and equipment erection, safety, clerical, survey, construction inspection and contract administration.

1. Established Headquarters

The established headquarters for temporary employees will be established at the time of hire. For local residents, this will be their initial reporting point. For other than local hires, this will be a specific location being a place of business, operations, or employment of the Employer which is designated by Hydro. This location must be in the vicinity of the Employee's normal residence. Where there is no place of business operations or employment of Hydro in the vicinity of the Employee's normal place of residence the established headquarters for that Employee will be discussed by the supervisor and the Union.

- a. Established headquarters will not be changed during employment without the agreement of the Union or unless the Employee is successful in obtaining a regular position at another established headquarters.

2. Free Area

The free area for all employees shall be the travel time normally taken to travel from the Employee's normal place of residence to his/her established headquarters to a maximum of 50 km or 30 minutes, whichever is longer. This travel time will be computed in any direction from the Employee's normal place of residence. Temporary assignments with travel time in excess of this period shall attract reimbursement as follows:

- a. Additional travel time in accordance with Article 11.05 where the Employee actually travels to the temporary work location.
- b. Where the cost of additional travel time exceeds the cost of room and board, the Employee may be required to go on room and board. Employees who would otherwise receive free room and board and have Hydro's permission to be living out in accommodation not provided by Hydro will be entitled to living out allowance as provided in Article 5.

3. Travel Home

Except as otherwise agreed to by the Parties at a pre-job conference or except as specified in paragraph 5 (d) below, employees working outside the free area and unable to return to their normal place of residence at the end of each working day, shall have transportation costs paid to and from the Free Area at six (6) week intervals. This shall not be construed to mean bus fare when other means of transportation are normally used. This entitlement may be shifted by up to two (2) weeks with the agreement of the manager and employee to take into account long weekends, paid vacation and other operational contingencies, but in no circumstances shall the Employer paid trips exceed an average of one for every six weeks over the period of such work away from the Headquarters.

Any agreement to shift this entitlement beyond the six (6) weeks requires the consent of the Union.

Employees travelling home under the above provision shall be reimbursed for costs incurred in the storage of personal effects where such storage is required.

It is understood that this entitlement includes transportation and storage costs only. It is also understood that employees taking advantage of the paid trip home entitlements are not eligible for weekend living out allowance for non-working days.

4. Bulletins for FTT MOU 15 Positions

- a. The Employer will bulletin for a minimum of 5 working days MOU 15 FTT positions that are expected to extend beyond 36 months.
- b. Employees hired under MOU 15 are eligible to apply for FTT bulletins provided:
 - i) The employee has greater than 12 months service in his/her current project and not less than 12 months before the end of their current project assignment (unless approved by the employee's manager); and
 - ii) The employee resides in the area of the work.
- c. Selections shall be on the basis of ability (to perform the work) and seniority, in that order.
- d. Ability shall include consideration of the employee's performance in the employee's present position.
- e. Article 7.01-7.05 of the Collective Agreement will apply to FTT MOU 15 positions bulletined under 4 above.

- f. Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure.
- g. Article 1.06 (c) 11 will not apply to FTT employees who are hired to back-fill regular employees hired under MOU 15.

5. Hours of Work and Schedules

The Parties recognize that the hours of work for employees hired under MOU 15 are dependent upon the specific Project. The Project dependent work schedule will normally be 37.5 hours per week consisting of a maximum of 5 consecutive days and 7.5 consecutive hours per day, except where a Project Schedule has been implemented. In accordance with the Collective Agreement, days and hours worked in excess of the 5 day schedule or days and hours worked in excess of the implemented Project Schedule, will be compensated at overtime rates.

(a) *Authorized Variations – hours*

Further to article 11.01(b), employees hired under MOU 15 will have variable start times depending on the Project requirements and without the notice requirements in article 11.01(b)(2). While notice is not required under article 11.01(b)(2), the Employer will provide as much notice as possible and a minimum of 8 hours' notice before the start of the next shift. The authorized variations for the purposes of this MOU are 5 am to 9 am.

(b) *Shifts*

Shifts may be established with 48 hours' notice based on Project needs. In such cases, article 12.05 will apply. Articles 12.03, 12.04, 12.05(f)2 and 12.05(j) do not apply to shifts for employees hired under MOU 15. Overtime in accordance with the Collective Agreement will apply if the 48 hours' notice is not provided.

(c) *Schedules – days*

The Employer will provide 48 hours' notice if it is required to change the work week schedule for Employees. However, the Employer will provide as much advance notice as possible of the requirement to change the work week. Overtime will apply if the 48 hours' notice is not provided.

(d) *Project Schedules*

The following shift schedule rotations may be implemented for those employees employed at a project site.

- i) 4 days on/ 3 days off
- ii) 8 days on/ 6 days off
- iii) 10 days on/ 4 days off
- iv) 14 days on/ 7 days off
- v) 18 days on/ 10 days off

The Employer will provide 48 hours' notice if a Project Schedule is to be implemented or changed; however, the Employer will provide as much advance notice as possible of the implementation of, or change in, a Project Schedule. Overtime will apply if the 48 hours' notice is not provided.

Statutory Holidays for employees working Project Schedules will be in accordance with Articles 12.05 (d) and (e).

Alternative schedules to those listed above may be established with the Union's prior written agreement.

Employees on Project Schedules with ten continuous days on or more will be permitted to travel back to the Free Area during their final shift.

RWWL Days

Employees hired under MOU 15 are exempt from the RWWL Day MOU. However, it is expected that MOU 15 employees will schedule their full RWWL day entitlement each year. RWWL days may be used to bridge short gaps in Project requirements, extend trips home and to bridge time between Projects. The Employee and the Manager will pre-schedule RWWL days by mutual agreement and subject to operational requirements and employee preferences.

Any RWWL days carried forward into the next year must be scheduled by July 1st of that year. Any RWWL days carried forward and not scheduled by July 1st will be scheduled at the manager's discretion prior to the end of the year the RWWL days were carried forward into. RWWL days cannot be carried forward more than 2 years.

6. Layoff

Layoff of temporary employees shall be conducted by project then job site on the basis of seniority, having regard for the nature of the remaining work and the ability of the employees to perform it. Seniority is defined as total accumulated service with Hydro as a member of the Union. Seniority status will expire 24 months after the Employee's last termination date.

A "Project" has a project number and a scope of work defined by the Employer with a start and end date.

7. Salary Treatment

Salaries shall be paid in accordance with the salary scales outlined in Article 4.

(Regular Survey and Inspection Employees, as at date of ratification, shall be 'grand parented' with respect to the continued operation of Article 5(a) - Hours of Work as set out in Memorandum of Understanding #15 in the 1991-1993 Collective Agreement)

8. Once per year and prior to the commencement of the Fiscal Year or upon receipt of the next Fiscal Capital Plan, pre-job conferences will be held between representatives of the Employer and the Union to discuss the year's program and matters peculiar to individual projects as detailed in Article 1.11. The following specific items will be discussed and mutually agreed as required:

- a. The definition of projects and allied projects for the purposes of Article 1.06(c) 1.

An Employee moved from a project as defined to another defined project may be treated as a new hire on the project to which the Employee is transferred, and must re-establish his/her service for purposes of Article 1.06(c)1.

- b. The length of projects for purposes of Article 1.06(c) 1.

Specific projects as defined in (a) above which will continue for periods in excess of 3 years will be described at the pre-job conference. In such instances temporary hires required to staff such project and to replace those from established headquarters assigned to such projects may be allowed for periods in excess of 3 years. In these instances temporary employees will not acquire regular status under Article 1.06(c) 11.

- c. To accommodate staffing of field locations and the replacement of field assigned employees temporary promotions for extended periods may be allowed.

9. Review

This MOU will be reviewed on April 30, 2011 at which time either party can give 30 days' written notice to terminate this MOU. The incumbents in the FTT roles will be grandparented and will continue under the terms outlined above for as long as they remain in their role, unless otherwise agreed between the parties.

10. Effective Date

This MOU will take effect on January 19, 2016.

Nanette Moller-Hansen
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BC Hydro

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2009-September-22
Amended January 19, 2016

This MOU was amended 29 January 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

