COLLECTIVE AGREEMENT

Between

Local 378, Canadian Office and Professional Employees Union

-and-

British Columbia Hydro and Power Authority
Powertech Labs Inc.

Relating to Wages and Working Conditions

Effective Date April 1, 2014
Expiry Date March 31, 2019

This annotated collective agreement was created by MoveUP and BC Hydro for ease of reference for BC Hydro employees working under MOU 85. In the event of a dispute, the official collective agreement and supporting agreements take precedence.

This Agreement is made and entered into by and between:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

and

POWERTECH LABS INC
(collectively known as the “Employer”)

(Parties of the first part)

and

MoveUP
LOCAL 378, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION
(collectively known as the “Union” or “MoveUP”)

(Party of the second part)

WITNESSETH that the Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code and any subsequent equivalent legislative provisions, and that the following provisions shall take effect and be binding upon the Parties for the period commencing 1 April 2014 and ending on 31 March 2019, and thereafter until terminated as follows:

A representative of the Party of the First Part, or a representative of the Party of the Second Part may at any time give to the other party "four" months or more written notice of its intention to re-open the Agreement on that date or any date thereafter. The Agreement shall be re-opened on the date specified in such notice.

This Collective Agreement shall remain in full force and effect until a new and/or revised Collective Agreement is signed by the Parties.

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ARTICLE 1

RECOGNITION CLAUSES

1.01 (a) This agreement shall apply to and be binding upon the employees of Hydro as described in the Certificate of Bargaining Authority of the Union dated 31 July 1962 and as may be amended by the appropriate authority.

(1) The Parties agree that all terms and conditions of the Collective agreement shall apply to and be binding upon all employees of Powertech as though they are employees of the Local 378, Canadian Office and Professional Employees' Union bargaining unit at BC Hydro.

(b) Employees subject to this Agreement shall continue to be subject to the Agreement where such employees are required to perform their work functions on behalf of the Employer while temporarily away from their headquarters and outside the province. In cases where out of province working arrangements require variations to the terms and conditions of the Collective Agreement, the variations will be negotiated between the Parties specific to the circumstances.

1.02 Subject to the provisions of this Agreement, neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off, discharge or otherwise because of race, colour, creed, national origin, age, sex, sexual orientation, marital or family status, political affiliation or beliefs, or membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the B.C. Human Rights Code and the Canadian Charter of Rights and Freedoms.

1.03 (a) The Employer will not discriminate against any employee because of membership in the Union.

(b) The Employer will permit employees who are officers, councillors, job stewards or other properly qualified representatives of the Union to carry out their duties on company time and with no loss in pay in respect to investigating complaints, resolving grievances, distributing Union bulletins, attending Joint Committee meetings, and orienting new employees as per Article 1.07(b)(3). Such employees when carrying out these duties on company time will first

obtain the approval of their Supervisor and their requests for time will not be unreasonably withheld. Where union representatives are required to conduct duties other than those outlined above, they shall be paid in accordance with Article 1.04(b).

(c) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councillors, Job Stewards and any other Union official or representative whose duties involve, in whole or in part, representing Employees under this Agreement and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

(d) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall notify the Employer in writing in advance of any changes in these names.

(e) The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of business related to the Union, provided advance notice is supplied to the Employer, in which case permission shall not be unreasonably denied. Access does not include use of employer facilities for group meetings without, in each case, the prior authorization of the Employer.

(f) If the Employer has authorized the use of Employer facilities for a group meeting, the Union shall have the right to place ballot boxes in the meeting room for the purposes of conducting Union elections, referenda, polling, and Collective Agreement votes.

1.04 (a) Properly qualified officers or representatives shall be granted leave of absence to carry out their duties insofar as the regular operation of the departments in which they are employed will permit and any application by them for such leave shall be given precedence over any other application for leave on the same day. (Refer to MOU # 85)

(b) 1. The Employer will not charge the Union for salaries of Union representatives excused from work on Union business by arrangement with the employee's supervisor where the leave of absence is one (1) day or less.

The Union will reimburse the Employer for all time lost whenever an employee is continuously involved in Union business for more than one (1) day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two. (Refer to MOU # 85)

2. The amount of paid leave granted for the purpose of attending to Union business other than as described in Article 1.03(b) above shall not exceed 1410 hours (BC Hydro)/ 70 hours (Powertech) per year in total for the bargaining unit.

3. Where a leave of absence specified in (1) above exceeds one (1) day and for all other leaves of absence beyond a total of 1410 hours (BC Hydro)/ 70 hours (Powertech) per year for the bargaining unit, the Union is responsible for the costs of the leaves, including salary and a loading factor of twenty-two percent (22%).

1.05 (a) Employees who are acting as full-time officers or employees of the Union, or who are appointed or elected to positions with the Canadian Office and Professional Employees' Union, will be placed on Leave of Absence, with the time involved considered as service with the Employer. Such Leave, once approved, shall not be interrupted by the Employer during the approved period of the Leave. On conclusion of such Leave of Absence employees will return to the position they previously held unless the Employee has been the successful applicant for another job during the period of the leave, in which case the Employee shall be placed in the new job.

(b) The Employer will cooperate with full-time officers or full-time representatives of the Union in performing their Union responsibilities.

(c) The Union may use and maintain bulletin boards on the Employer's premises and post notices as required. The Union will supply department heads with copies of any bulletins pertaining to matters in the Agreement, when they are posted by the Union.

(d) A Union member shall have the right to wear the recognized insignia of the Union.

(e) The Union shall have the right to display Union shop cards and Union decals pursuant to articles f and g below:

(f) The Union may display union decals at the main entrance to buildings wholly occupied by BC Hydro where members of MoveUP are employed. The exact placement of the decal will be done in consultation between the local union representative and local management. The decals will not be displayed at joint tenant locations. The decal wording will read as follows:

"Office and Professional employees of BC Hydro in this office are represented by the Canadian Office and Professional Employees' Union, Local 378."

(g) The Union may display union shop cards at the individual work area of the union representatives. It is understood they will not be displayed in reception areas or at customer interface locations. The exact placement of the shop cards will be done in consultation between the union representative and local management. The shop cards will read as follows:

"Office and Professional Employees of BC Hydro
in this office are represented by: MoveUP, Local 378
Canadian Office & Professional Employees' Union"

1.06 **EMPLOYEE DEFINITIONS** (Refer to MOU # 85)

(a) Full-Time Regular (Refer to MOU # 85)

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to 6 months as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan. By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

It is agreed that the annual hours of work for full time regular employees for the purposes of this Agreement is 1957.5 and that this number shall be used to calculate applicable pro-rated entitlements for part-time and casual employees, unless expressly provided otherwise by this Agreement.

(b) Part-Time Regular (Refer to MOU # 85)

1. An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. New employees will be considered probationary for a period of up to 6 months as provided in Article 7.01.

2. Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 30 hours per week except that the employee may in addition relieve a full-time employee on

leave of absence, sick leave or annual vacation without change to full-time regular status.

a) An assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of 2 weeks.

b) Within an assigned schedule the days worked and the daily/weekly hours may differ.

3. A supervisor may change an established schedule but must provide 2 weeks' notice of any change.

4. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.

5. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan.

6. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.

7. Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual vacation, statutory holidays and RWWL.

8. A part-time regular employee shall not be entitled to Reduced Work Week Leave provisions as provided in Article 11 of the Agreement but will be entitled to 7% of gross bi-weekly earnings paid on a bi-weekly basis in lieu of Reduced Work Week Leave.

9. A part-time regular employee shall progress through the salary scales on the basis of accumulated service at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated service and shall occur effective the first of the month in which the employee accumulates 1957.5 hours calculated by multiplying the employee's straight time hours worked by a factor of 1.17.

10. The Employer shall not hire or use Part-Time Regular Employees to avoid the continuance, creation or filling of positions for or by full-time employees.

11. Notwithstanding paragraph (8) above, where a part-time regular employee is working in a full-time temporary (FTT)

position as defined in Article 1.06(c) (1), s/he shall be entitled to leave of absence without pay in lieu of and in an amount equal to the number of RWWL days that would be otherwise earned, in addition to their entitlement under Article 14.03(b).

(c) Full-Time Temporary (Refer to MOU # 85)

1. Definition

Full-Time Temporary Employee shall mean an employee hired or used to work full-time hours to perform work of a temporary nature in a specific job for a continuous period of 3 years or less, or for an extended period of time with a defined end date mutually agreed upon between the Employer and the Union.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Full-Time Temporary Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Seniority

Seniority for Full-Time Temporary Employees shall be calculated in accordance with Article 6.04.

4. Salary

Full-Time Temporary Employees shall receive the salary and compensation specified in this Agreement on the same basis as Full-Time Regular Employees. Full-Time Temporary Employees shall be paid a rate based on the appropriate step on the applicable salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

5. Hours of Work

Full-Time Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

6. Premium Pay

(a) Full-Time Temporary Employees shall be subject to the Premium Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

(b) Full-Time Temporary Employees whose period of employment exceeds one year without any break in service shall thereafter for the duration of their employment as Full-Time Temporary Employees be paid by the Employer a premium in the amount of 5% of gross earnings, paid on a bi-weekly basis, in lieu of any severance pay under this Agreement. The Employer shall not hire or use any Full-Time Temporary Employee for less than the one year period specified above to avoid the continuance, creation or filling of positions for or by Full-Time Temporary Employees who are subject to this premium. This Clause 1.06(c) 6(b) shall apply only to eligible Full-Time Temporary Employees hired after 15 December 1991.

7. Vacations and Vacation Pay

Full-Time Temporary Employees shall be subject to the Vacation and Vacation Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

8. Sick Leave

Full-Time Temporary Employees shall be subject to the Sick Leave provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

9. Reduced Work Week Leave (RWWL)

Full-Time Temporary Employees shall be entitled to Reduced Work Week Leave (RWWL) pursuant to Clause 11.01(a) on the same basis as Full-Time Regular Employees.

10. Health, Welfare and Benefit Plan Coverage

Full-Time Temporary Employees shall be entitled to full coverage and entitlements with respect to all health, welfare and benefit plan provisions, including Pension, of this Agreement on an equal basis with Full-Time Regular Employees except that dental plan coverage shall not apply until after one year of continuous service.

11. Change in Status

The status of a Full-Time Temporary Employee shall automatically change to that of a Full-Time Regular Employee upon completion of the 3 year, or extended period, referred to in Clause 1.06(c)1 above, and he/she shall retain his/her current position. See MOU #15, paragraph 4(g) for exceptions.

12. Restrictions on Use of Full-Time Temporary Employees

The Employer shall not hire or use Full-Time Temporary Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees.

13. Notice of Termination - Temporary Employees

Service of temporary employees may be terminated with 2 weeks' notice where the employee has completed 6 months or more of continuous service, or pay-in-lieu of this notice.

(d) Casual Employees (Refer to MOU # 85)

1. Definition

A Casual Employee is an employee hired or used on an as-and-when required basis in accordance with the provisions of this Article. The parties agree that the use of casual employees when required to work full-time should be for days and weeks, not months as detailed in the Giardini arbitration award on the use of casuals dated 19 May 1994. The parties agree that the time limit of "weeks" in this context will refer to 8 weeks or less, except in exceptional circumstances.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Casual Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Seniority

Seniority for Casual Employees shall be calculated in accordance with Article 6.06.

4. Wage and Compensation

Casual Employees shall be compensated for work performed in accordance with the applicable salary scale and shall be paid a rate based on the appropriate step on the salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

5. Hours of Work

(a) The hours of work of Casual Employees who work full- time or who temporarily replace full-time employees in accordance with this Article shall be governed by Article 11.

(b) The hours of work of Casual Employees who work part-time or who temporarily replace part-time employees shall not exceed thirty (30) hours per week.

6. Premium Pay

Casual Employees shall be subject to the Premium Pay provisions specified in this Agreement.

7. Payments in Lieu

In lieu of Annual Vacation, Reduced Work Week Leave (RWWL), Paid Holidays, Sick Leave and Health and Welfare, (excluding Pension Plan Benefits), Casual Employees shall be paid 17.58% of gross earnings on a bi-weekly basis.

8. Severance Pay

Casual Employees shall not be entitled to any severance pay pursuant to Clause 9.03.

9. Restrictions on Use of Casual Employees

The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees, as the case may be.

10. Accredited Service

Total hours worked while in the employ of the company as a Casual Employee shall be deemed to be accredited service

for the purposes of this Agreement. A casual employee who obtains either full-time or part-time employee status under this Agreement shall be credited with all such accredited service.

11. Notice of Termination - Casual Employees

The Employer shall give each casual employee whose employment is terminated one day's notice, or pay-in-lieu.

1.07 UNION SECURITY AND DEDUCTION OF DUES

(a) The Employer agrees that all employees covered by this Agreement shall, within 15 days of the date hereof or within 15 days of their employment whichever event shall later occur, as a condition of continued employment become and remain members of the Union.

(b) The Employer shall deduct from each such employee's pay the amount of any Union dues and assessments and remit same to the Union monthly, together with information as to the persons from whose pay such deductions have been made.

1. The Employer will continue the practice of having the Employee Declaration Form signed at the time of hire. In addition, it will provide a copy of the Membership Application and Dues Deduction Authorization Form to the employee who is responsible for forwarding the form to the Union. The Union undertakes to provide sufficient copies of these forms to all Personnel offices.

2. The Employer will advise new employees of the existence of the Local Union, and of the requirements of membership which arise out of our Agreement.

3. The Employer will direct all new employees concerned to contact the appropriate Local Union representative following commencement of employment with the Employer. A Union representative shall have the right to meet with each new employee during normal work hours at the employee's work place, for a maximum of one (1) hour, sometime during the probationary period as operational conditions permit, in order to acquaint the employee with the Union.

1.08 SAVINGS PROVISION

(a) In cases where the Collective Agreement covers matters referred to in any official policy, rule or regulation of the Employer, the applicable provisions of the Collective Agreement shall prevail.

(b) In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

(c) The Employer agrees not to enter into agreements with employee(s) which violate the provisions of this Collective Agreement.

1.09 LABOUR-MANAGEMENT COOPERATION

The Union agrees to cooperate with the Employer in improving general efficiency and administrative practices.

1.10 JOINT COMMITTEE

(a) Establishment of Joint Committee

The Parties agree to establish a Joint Committee composed of two Union representatives and two senior Employer representatives, with each Party selecting its own representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set terms of reference for such Committees.

(b) Responsibilities of Committee

(i) The Committee shall be empowered to review and make non-binding recommendations on matters referred to it by mutual agreement of the Parties. In referring matters, the Parties

shall agree whether the subject will be dealt with on a standing or ad hoc basis.

(ii) Notwithstanding the above, the Committee shall not have jurisdiction to review wages or any other matter of collective bargaining, including the Administration of this Agreement, except by mutual agreement of the Parties.

(c) Meetings of Committee

(i) In the case of those matters to be dealt with on a standing basis, the Committee shall meet once every 90 calendar days. Sub-committee meetings and Committee meetings to address ad hoc issues shall be scheduled as required by mutual agreement of the Parties. Employees shall not suffer any loss of straight time wages for time spent in Committee meetings.

(ii) The Chair of the Committee shall alternate between a Union and an Employer representative.

1.11 **PRE-JOB CONFERENCES** (Refer to MOU #15)

The Employer will notify the Union prior to undertaking any construction or survey project which involves the determination of report points, standard and place of accommodation, or matters peculiar to the project which are not specifically or fully covered by the Agreement. A Pre-Job Conference will be held to discuss these matters if requested by either Party.

1.12 **EMERGENCY TRANSPORTATION**

On projects where hospital facilities are not available and when hospitalization of a sick employee is required by a doctor, or is considered essential by the Project Supervisor when there is no doctor in attendance, the Employer will arrange and pay for the transportation of the employee from the project to the hospital. The employee will arrange and pay for his/her own transportation back to the project.

1.13 SENIORITY (BARGAINING UNIT)

Where the words "bargaining unit(s)" or "union" are used in this agreement, such reference shall be deemed to mean MoveUP members employed by the Employer and referred to in article 1.01 of this agreement.

1.14 EMPLOYEE INFORMATION

The Employer will supply on a semi-annual basis a seniority list, including employee name, employee identification number, employee gender, employment status, seniority date (in the case of casual employees, hours worked), job title, department name, location name and Line of Business.

1.15 PERSONAL DUTIES NOT REQUIRED

The Employer agrees that employees shall not be required to perform for any other employee (including, but not limited to management personnel), work or duties of a personal nature.

1.16 DEFINITION OF “DEPARTMENT” AND “SIGNING GROUP”

Department:

A “department” will generally be understood to be all those employees under a Manager who reports to a Direct Report to a Vice-President or above. Where an anomaly occurs to this definition, BC Hydro may institute a definition of department which varies from the above in which case the Employer will provide to the Union the rationale for the desired anomaly. If the union does not accept the anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be permitted. The hearing will be informal and expedited and the third party will consider the Employer’s business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the union in the context of the collective agreement.

Signing Group:

A “signing group” will generally be understood to be all those employees reporting to a first line manager. However, anomalies will occur, including but not limited to, employees from different geographical locations reporting to one manager, and employees from cross functional groups reporting to different managers yet still deemed to be in the same signing group. In these instances the existing signing group practices shall prevail.

If the union does not accept the signing group anomaly, then the Union may request a hearing before a third party (to be named) who will provide a final and binding decision as to whether the anomaly should be allowed. The hearing will be informal and expedited and the third party will consider the Employer's business case, operational needs, relevant past practice, and administrative considerations in making their determination. As well, the third party will consider any issue put forth by the union in the context of the collective agreement.

1.17 PUBLIC LIABILITY COVERAGE

The Employer will indemnify and hold harmless our employees from legal liability imposed upon them arising from their normal course of employment with the Employer. The Employer does not and cannot be expected to assume risk from mistake by employees which are made by going beyond the scope of their employment or which arise from grossly negligent or irresponsible conduct.

In situations covered by this indemnity agreement the Employer will carry the defense of the action and be responsible for legal costs associated with the defense.

It is understood that this coverage applies to former employees if the incident giving rise to liability took place during the course of their employment with the Employer.

1.18 JOINT LABOUR COMMITTEE

The parties agree to create a joint labour management committee to discuss ways to facilitate MoveUP's communication with their membership at BC Hydro. This may include use of the Employer's email system and other ideas generated by the parties. The committee will consist of 2 representatives appointed by MoveUP and 2 BC Hydro representatives. The first meeting will be held prior to November 1, 2014.

ARTICLE 2

JOB EVALUATION

2.01 THE JOB EVALUATION SYSTEM

(Refer to MOU #33 and #48)

(a) The Parties agree to implement the Pay Equity Job Evaluation Plan ("Plan") pursuant to Memorandum of Understanding No. 33.

(b) The Parties shall be responsible for jointly modifying and implementing the Plan pursuant to the terms of the Memorandum of Understanding. Upon completion of Plan implementation, the Employer shall be responsible for the application of the Plan and conducting evaluations to meet ongoing operational requirements.

(c) The Employer agrees that any changes to Plan factor or factor weightings shall be subject to agreement between the Parties.

(d) The job grouping for employees shall be determined by the application of the Plan.

(e) The Employer is responsible for ensuring that all Job Descriptions and Evaluations are current.

(f) The Employer and the Union will establish a Joint Steering Committee to oversee the application of the plan.

(1) The Committee will consist of two representatives from each Party, with one male and one female representative from each Party. The Committee may call upon jointly agreed internal and/or external resources as required. The Employer shall allow reasonable time off work without loss of pay for MoveUP representatives to attend each meeting of the Committee. The Union will be responsible for travel and accommodation expenses for MoveUP representatives. Meeting space, equipment, supplies and jointly agreed upon external resources shall be paid by the Employer.

(2) The Committee will maintain a current and relevant set of benchmark evaluations for the Employer to use in applying the Plan. A list of current benchmarks will be included in Appendix A.

(3) The Committee will identify adjustments or changes needed to maintain the effectiveness of the Plan, including the Review/Appeal process, and will make appropriate recommendations for change to the Parties as required.

2.02 JOB TITLES AND DESCRIPTIONS

(a) The Employer agrees that it will provide the Union with copies of all job descriptions covering employees for whom the Union is certified as the bargaining agent.

(b) The Employer will provide to the Union descriptions of new jobs prior to their implementation, and no job will be bulletined until the Union has received a copy of the draft job description which substantially describes the job.

(c) When jobs are to be downgrouped the Union will be notified and given reasons in writing 30 days prior to the effective date.

(d) The Employer will provide the Union with a list of job titles covering MoveUP affiliated positions four times a year.

2.03 JOB EVALUATION REVIEW AND APPEAL

Where an employee believes that their job description does not accurately describe their actual job responsibilities and the group level of their job is incorrect, or that the duties they perform are more properly characterized by a different existing job description, the employee may initiate a review and may appeal in accordance with this Article.

“Days” in this Article shall mean calendar days.

(a) An employee may initiate a review by completing the Job Evaluation Review Form and submitting it to the appropriate manager, with a copy to be forwarded to the Union and the Employer’s designated Job Evaluation representative. A review can only be initiated if a significant change has occurred in the employee’s duties or if new duties which are significant in nature have been added to their job. However, the Union, in rare and exceptional circumstances, where the outcome of a job evaluation is unreasonable, may initiate a review.

The Job Evaluation Review Form will be agreed upon by the Joint Committee. The completed Job Evaluation Review Form must identify all of the new duties and/or changes to duties, and, if the employee believes that the duties they perform are more properly characterized by a different job description, indicate which job description they believe is applicable. The date on which the Job Evaluation Review Form is submitted will signify the official commencement date of the Review/Appeal process.

(b) Within 60 days of the receipt of the Job Evaluation Review Form, the Employer shall respond in writing to the employee and the Union. The Employer may, during the 60 days, meet with the employee and/or the Union to obtain more information.

(c) If the employee disputes the Employer's response in paragraph (b) above, the employee has 15 days to notify the Union and the Employer in writing of their dispute. If the Union agrees, following a consideration of the employee's concerns, that an appeal is required, the Union will determine whether the appeal is based on:

(i) the evaluation of the job, or

(ii) a different job description exists that more properly describes the duties of the employee.

(d) If paragraph (c)(i) applies, the Union must, within 30 days of the employee's notification under paragraph (c), submit a comprehensive written rationale for the appeal to the Employer's designated Job Evaluation representative with a copy to the employee. The rationale will include, where applicable:

(i) identification of all of the new or changed duties warranting a revision of the job description and re-evaluation;

(ii) an explanation as to why the pay group level sought is more appropriate than the current pay group, with specific reference to the benchmarks in the Plan; and

(iii) a revised job description and all supporting documents.

(e) In response to the Union's comprehensive written rationale under paragraph (d), the Employer will provide the Union with a comprehensive written explanation of its position within 30 days of receipt of the Union's submission.

(f) The Union may submit a rebuttal to the Employer's submission, provided that it is submitted to the Employer within 15 days of receipt of the Employer's submission under (e). If the Union raises any new issues or arguments in its rebuttal, the Employer can make a final submission, to be provided to the Union within 7 days of receipt of the rebuttal.

(g) If paragraph (c)(ii) applies, the Union must, within 15 days of the employee's notification to the Union under paragraph (c), contact the appropriate senior manager in writing to request a meeting, to be held within 30 days. In that meeting, the Union will submit to the senior manager all supporting evidence, documentation and reasoning for its appeal that a different existing job description more properly characterizes the duties of the employee.

(h) Within 15 days following the meeting in paragraph (g), the Employer will provide the Union with its written response and reasoning.

(i) Appeals that are not resolved between the parties within the process outlined in paragraphs (a) to (h) shall be referred by the Union to a Referee within 30 days following the receipt by the Union office of the Employer's comprehensive written explanation referred to in paragraph (e) or its response under (h). The referral shall be in writing and shall indicate whether the appeal is based on the grounds outlined in paragraph (c)(i) or in (c)(ii). The Union cannot pursue both grounds, unless the parties otherwise agree.

(j) Except for paragraph (m) below, the process to be followed by the Referee in hearing an appeal shall be informal and non-legalistic and shall be based primarily on written documents, which will include but not be limited to the following:

(i) copy of the job description(s) in dispute;
(ii) Job analyst's rationale;
(iii) Union's comprehensive written rationale under paragraph (d) or (g);
(iv) Employer's comprehensive written explanation under paragraph (e) or (h);
(v) Union's rebuttal, if any;
(vi) Employer's final submission, if any;
(vii) All documents accompanying the above submissions, e.g. questionnaires relating to the subject job.

(k) In addition to relying on the written submissions, a representative of each Party may elect to make a concise presentation to the Referee of their respective Party's position.

(l) No new information will be presented by either party in their submission or presentation, unless it has been shared with the other party in advance with sufficient time for the other Party to consider and provide a response

(m) In exceptional circumstances, either party may elect to proceed with a full hearing with witnesses. However, as the intent is to proceed expeditiously, it is the Parties' intention to rely mainly on written submissions and concise presentations in most cases.

(n) The Referee will decide appeals involving both job description disputes and/or disputes with respect to the proper group level for the job. If both the job description and the proper group level for the job are in dispute in an appeal, the Referee will hear both disputes at the hearing of the appeal, with the job description dispute being presented first.

(o) In making a decision on the appeal of the proper job group level, the Referee will review and consider the alternate factor evaluations for the job description and make a determination of the most appropriate factor ratings by referencing benchmark job evaluations.

(p) The Parties will make every reasonable effort to be available for a hearing of the appeal within 30 days of the referral of the appeal to the Referee.

(q) The Parties agree that the main Referee shall be Dalton Larson. Should Dalton Larson not be available within 30 days from the time an appeal is referred to him, the Parties agree that an alternate will be utilized, who shall be John Kinzie or Brian Foley and who shall be used in that order, provided they are available earlier than Dalton Larson. The Parties shall each pay an equal share of the fees and expenses of the Referee in each case.

(r) The parties will review this process periodically.

(s) Time limits may be extended by mutual agreement of the Parties.

(t) Any change to the value of the job or an allocation to a different job through the Review/Appeal process will be effective as of the date on

which the Job Evaluation Review Form is submitted as per paragraph (a), unless the Parties agree to a different effective date.

2.04 SALARY TREATMENT

(a) Changes in job groupings as a result of the ongoing maintenance of the Plan will be treated as follows:

1. upgroupings - Article 7.04(a)
2. downgroupings - Article 7.03(a) 5.

(b) It is agreed that salary treatment for employees covered by the implementation of the Plan who are currently in receipt of special salary treatment (i.e. - blue circle or red circle) shall continue to receive such treatment.

2.05 IMPLEMENTATION OF NEWLY VALUED OR RE-EVALUATED JOBS

(a) In the event there is a change to the value of a job, implementation of the change will not be formalized until the Employer affirms that the change in the job description, evaluation, and/or the associated duties applies to all the incumbents in the subject job in question. The Employer shall make this determination as soon as possible but no later than 90 days following notification of the change.

(b) If the implementation is not formalized as in (a) above, the Employer may further revise the duties of the subject job, up to and including the creation of a new or revised job(s) and the populating of that job.

(c) In such cases as (b) above, MOU # 48 will apply in determining populating of the new job(s) and the allocation of employees into the new or revised job(s). Incumbents who were performing the higher level duties in the original subject job during the time period between the official commencement of the Review/Appeal process under Article 2.03 (a), and the creation of the new or revised job(s) under Art. 2.05(b), will be compensated by temporary promotion.

The Parties agree that all outstanding issues related to the implementation of the Job Evaluation Plan will be addressed pursuant to the 1997-2002 Collective Agreement between BC Hydro and MoveUP, including the job evaluation issues in the CP&I/CP&O area.

2.06 POSITIONS EXCLUDED FROM THE BARGAINING UNIT

The following will apply to resolve the issue of whether a new or reclassified job is included in, or excluded from, the Union's bargaining unit.

(a) This Agreement establishes a dispute resolution mechanism which shall be used by the Parties in lieu of Section 139 of the *Labour Relations Code*.

(b) Where BC Hydro intends to create a new M&P position at salary grade 44 (M1/P3 Roles) or lower, or intends to reclassify an existing position from the Union's Bargaining Unit to M&P at salary grade 44 or lower, BC Hydro will give written notification thereof to the Union, together with a copy of the relevant position description(s) and organizational chart(s), if then available.

(c) In addition to paragraph "J" of this Article, where BC Hydro provides MoveUP with an "M" (Manager) role description and organization chart that outlines the role's direct reports, the parties agree that the role will be presumed excluded from the Bargaining Unit unless MoveUP can make a clear and compelling case for the inclusion of the position in the Bargaining Unit.

(d) If the Union elects to challenge the proposed job classification as not being properly excluded from the Bargaining Unit, it shall so notify BC Hydro Employee Relations (ER) in writing within 10 working days of the Union's receipt of the notification aforesaid from ER. Within a further five working days, a meeting will occur between ER, the Union and the business unit at which the Parties shall endeavour in good faith to reach an agreement. The Parties will ensure that their representatives at such meeting shall be knowledgeable of the relevant facts and circumstances.

(e) Where an agreement is reached between the Parties at the meeting described above, it shall be reduced to writing and signed by Hydro and the Union.

(f) Where the parties are unable to agree, the Union shall inform the Umpire by fax of the disputed position(s) within five working days of the informal meeting process.

(g) Upon notification of the challenge the Umpire shall schedule a hearing (the Hearing) with Hydro and the Union within seven working days. The location of the Hearing will be agreed upon by the parties. In appropriate circumstances, the Hearing may be conducted by telephone conference call.

(h) At least one working day prior to the Hearing, each party shall fax to the Umpire a summary of the issues in dispute and a proposal for their resolution. This submission cannot exceed three pages in length. If either Hydro or the Union fails to meet these requirements it will be deemed to have abandoned its position, and the dispute will be conclusively resolved in favour of the party in compliance.

(i) Subject to article 2.06 (h), Hydro and the Union may make oral submissions to the Umpire at the Hearing, but such submission shall be limited to 45 minutes, which may be extended by the Umpire in compelling circumstances.

(j) The Umpire shall have the power and authority to settle conclusively the dispute(s) and his decision(s) shall be binding on Hydro and the Union, and are not subject to appeal or review by any court or adjudicative body.

In reaching a decision the Umpire shall have regard to the following:

a. the Union's certification;
b. the Collective Agreement;
c. the applicable provisions of the *Labour Relations Code* and the decisions of the Labour Relations Board pursuant thereto;
d. applicable arbitral jurisprudence;
e. the appropriate communities of interest, including the practices of the Parties, and the relationship between the core duties and qualifications of the disputed position and existing positions within the Bargaining Unit.

(k) The Parties acknowledge their intention to focus on the resolution of current and future areas of concern. Accordingly, they agree that the current job classifications excluded prior to September 1, 2011 remain properly excluded.

(l) The decisions of the Umpire may be rendered orally at the conclusion of the Hearing and, in any event, in writing within three working days of the Hearing. The written decision shall be limited to two pages.

(m) The Umpire shall not have jurisdiction to change this Memorandum of Agreement or to alter, modify or amend any of its provisions. The Umpire will, however, have the sole authority to resolve disputes over the interpretation of this Agreement.

(n) The Umpire shall be Don Munroe, John Kinzie, Brian Foley and John Steeves, on a sequentially rotating basis.

ARTICLE 3

GRIEVANCE PROCEDURE

3.01 DEFINITION OF GRIEVANCE

"Grievance" means any difference, disagreement or dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Agreement, including any questions as to whether or not any matter is arbitrable.

3.02 RIGHT TO GRIEVE

(a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union.

(b) The Union shall have the right to initiate and to process a policy grievance under this Agreement on behalf of itself, or an individual grievance on behalf of any Employee, or a group grievance on behalf of any group of Employees. The Parties specifically agree that a policy grievance may seek financial redress.

(c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's actions.

3.03 COMPLAINTS

Should an Employee have a complaint, the Employee and/or a Union representative shall discuss the complaint with the appropriate immediate supervisor or manager. A Union representative may discuss the complaint with other management personnel and/or employees as he or she may deem appropriate in the circumstances. Failing a resolution of an Employee's complaint, the matter may be initiated and processed as a grievance under this Article.

3.04 GRIEVANCE PROCESS

All grievances shall be processed in accordance with the following:

(a) All grievances must be submitted in writing at the appropriate stage by:

(i) setting out the nature of the grievance and the circumstances from which it arose;

(ii) stating the provision(s) of the Agreement at issue or alleged to have been violated;

(iii) stating the redress or other action required to resolve the matter;

(iv) transmitting the grievance to the other Party.

(b) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable.

(c) All grievances shall be resolved without stoppage of work.

3.05 **STAGES OF APPEAL**

(a) Stages

A grievance may be appealed in writing by the Union or the Employer through the following stages:

(i) Stage I

immediate Supervisor or Manager and a Union representative or their respective alternate(s);

(ii) Stage II

appropriate Manager and a Union representative or their respective alternate(s);

(iii) Stage III

appropriate Vice-President and Manager, Employee Relations, and a full-time union representative or their respective alternate(s);

(b) Dismissal and Termination Grievances

A grievance concerning the dismissal or termination of any Employee shall be initiated at Stage III of the grievance procedure.

(c) Job Selection Grievances

(i) A job selection grievance shall be initiated at Stage II of the grievance procedure.

(ii) In the event a senior applicant is selected a job selection grievance will not be initiated on behalf of a junior candidate.

(d) Policy Grievances

A Policy Grievance shall be initiated at Stage III. Policy Grievances shall be heard between the President of the Union and the Manager of Employee Relations, or their respective alternates. The Parties specifically agree that a policy grievance may seek financial redress.

(e) Group Grievance

A Group Grievance which involves more than one employee in the same headquarters shall be initiated at Stage I. Where a Group Grievance includes employees from more than one headquarters it shall be initiated at Stage II.

(f) Bypassing Stages

By mutual agreement between the Employer and the Union, any stage of the grievance procedure may be bypassed with respect to any grievance.

3.06 **TIME LIMITS**

(a) Initiating a Grievance

(i) Individual grievances under this Article must be initiated within 45 calendar days of the Employee's awareness of the circumstances giving rise to the grievance.

(ii) Group or policy grievances under this Article must be initiated within 60 calendar days of the Employee, the Union, or the Employer becoming aware of the occurrence or circumstances giving rise to the grievance.

(iii) In the case of a job selection grievance, the grievance must be initiated within 15 full calendar days from the date of receipt of the written notification of the employee's unsuccessful candidacy. An extension to this limit shall be given where an employee wishing to raise a job selection grievance is absent on approved leave of absence, sick leave or vacation.

(b) Convening a Grievance Hearing

A grievance hearing under this Article must in each case be convened within 20 calendar days following the date of receipt of the written grievance or written notice of appeal of the grievance to the next stage of the grievance procedure.

(c) Grievance Hearing Response

The grieving Party shall be provided with a written response by the other Party within 20 calendar days following the date of the conclusion of the grievance hearing.

(d) Appealing a Grievance Denial

A grievance which is denied at Stage I or II of the grievance procedure must be appealed to the next stage of the grievance procedure within 20 calendar days following the date of receipt of the written denial of the grievance.

(e) Referral to Arbitration

A grievance, which is denied at Stage III of the grievance procedure, must be referred to arbitration within 30 calendar days following the date of receipt of the written denial of the grievance.

(f) Amendment of Time Limits

The time limits referred to in this Article may be changed at any time by mutual agreement between the Employer and the Union. Requests by either Party for extension of applicable time limits shall not be unreasonably denied.

3.07 **COMPLIANCE WITH TIME LIMITS**

Both Parties will undertake to adhere to and comply with the time limits set out in this Article.

3.08 **TIME OFF WORK**

Employees required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing arising pursuant to this Article with respect to any grievance shall be granted reasonable time off work by the Employer and this time shall be deemed to be time worked. Such time off work shall not be unreasonably denied by the Employer and the Employer shall only be required to pay the Employee's straight-time wages up to a maximum of 7 1/2 hours per day. Where the presence of the Employee is required by the Union, and travel is involved, the cost for transportation and expenses, including board and lodging, shall be borne by the Union.

3.09 **EFFECTS OF SETTLEMENT**

(a) Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

(b) The grieving party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position on the same or any matter.

3.10 **REFERENCE TO ARBITRATION** (Refer to MOU #32)

A grievance not resolved at Stage III may be submitted by the grieving party to arbitration by written notice to the other Party.

3.11 **SELECTION OF ARBITRATOR**

(a) The following list of Arbitrators shall be appointed, for the term of this Agreement, to hear and resolve any matter referred to arbitration in accordance with the provisions of this Agreement:

i) Dave McPhillips
ii) Judi Korbin
iii) Colin Taylor
iv) John Kinzie
v) Wayne Moore
vi) John Steeves
vii) Rod Germaine

(b) The Parties shall agree to an Arbitrator from the above list or failing an agreement select an Arbitrator by a method of random draw to be agreed upon between the Parties. If the Arbitrator to be appointed is not available within an acceptable time period, another Arbitrator shall be selected.

(c) If none of the above listed Arbitrators is available within an acceptable time period, the Parties may agree upon an alternate Arbitrator or, failing such agreement, either Party may request the Minister of Labour to appoint an Arbitrator to hear the matter in dispute.

3.12 **JURISDICTION OF ARBITRATOR**

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute. The Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, or otherwise change or modify any part of this Agreement.

3.13 **DECISION OF ARBITRATOR**

The arbitrator shall proceed as soon as practical to examine the grievance and render judgment, and his/her decision shall be final and binding on the Parties and upon any employee affected by it.

3.14 **ARBITRATION EXPENSES**

Each Party shall pay one-half of the fees and expenses of the Arbitrator including any disbursements incurred by the arbitration proceedings.

3.15 **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 3 of the Collective Agreement.

a) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.

b) The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.

c) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.

d) The offices of MoveUP or BC Hydro will be used for the process on an alternating basis.

e) The Union will designate and use an elected officer or union representative. The Employer will use employees of their Employer Relations Department. Legal counsel will not be used during the hearing by either party.

f) The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.

g) The parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.

h) Within one week of the hearing, the parties will provide an agreed statement of facts to the arbitrator.

i) Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The arbitrator shall have no authority to amend or alter the terms of the collective agreement.

j) In such case that the arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.

k) Any decisions arising from this process shall be without precedent or prejudice to any position either party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.

l) Procedure Guidelines

1) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.

2) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.

3) The Argument: The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each party to ensure that all relevant clauses are put before the arbitrator.

4) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the parties to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

m) The Mediator/Arbitrator will be Wayne Moore. Each of the parties reserves the right to require both parties to jointly terminate the relationship with the Mediator/Arbitrator. In order to exercise this right, 30 days written notice must be provided to the other party. Such termination shall be done by a letter addressed to Mr. Moore and jointly signed by the parties' representatives. The parties will attempt to find a suitable replacement as expeditiously as possible.

n) This agreement is without prejudice to the parties' application and interpretation of Article 3.

o) The parties will attempt to pre-schedule 1-day hearings quarterly.

3.16 Notwithstanding all of the foregoing provisions of this Article, following the formal grievance procedure but before arbitration, by mutual agreement, the parties may request a refereed "expedited recommendation". If both parties agree to this additional step, a brief written submission including a summary of the issue, the alleged violation of the collective agreement, and the remedy sought, will be submitted by each party to a referee for an expedited recommendation. An Agreed Statement of Facts may also be provided. Following the review of the written submissions, the referee shall render their recommendation within two weeks of completing the review. The cost of the referee will be shared equally between the Union and BC Hydro. Any recommendation as a result of this process shall not be put into evidence during any Arbitration.

Notwithstanding the above, the parties may, at any stage of the grievance process, agree to any of the following:

(a) to be bound by the recommendation;
(b) to seek an expedited recommendation earlier.

The referee shall be Rod Germaine, or if unavailable a referee shall be selected in accordance with article 3.11.

ARTICLE 4

SALARY SCALES AND ALLOWANCES

4.01 (a) Job groupings are established in accordance with the Employer's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.

(b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.

(c) Hourly rates of pay are determined by dividing bi-weekly salaries by 75.

(d) Depending on the circumstances of the job, job evaluation exclusion rates are set subject to negotiation with arbitration if required.

(e) The Employer may pay employees by direct deposit of salary to the financial institution(s) of the employee's choice. The Employee shall have the right to change the financial institution of his/her choice upon 10 calendar days' notice to the Employer.

(f) Calculation of New Salary Scales

New salary scales shall be calculated such that effective 1996-04-01 scales shall be 1.08 of the scales in effect on 1996-03-31.

(g) Calculation of Individual Salary Increases

The salaries of individual employees shall be calculated by the same method used to calculate new salary scales as set out in 1 above, however; no employee shall, as a result of the application of the general increase, be paid below the minimum or above the maximum of the salary scale for his/her job. The exception to this will be any employee who, as at 1996-04-01, was receiving special salary treatment, in which case special treatment will continue in accordance with the terms of the Collective Agreement.

(h) Red-Circle Salaries

Employees whose salaries are "red-circled", i.e. above the maximum of an expired salary range, shall receive only that portion of any salary increase which will bring their salaries to the maximum of the same salary range in the new scales.

(i) Method of Rounding

All bi-weekly salaries and all hourly wage rates are rounded to the nearest whole cent.

-0.50 and over are rounded to the next whole cent (dollar).

-0.49 and under are rounded to the last whole cent (dollar).

4.02 TRADE DIFFERENTIALS AND FLOOR RATES

(a) Definitions

1. Floor Rate: a minimum bi-weekly rate established to maintain a pay relationship between a job within the MoveUP bargaining unit and a job in another union within the same company.

2. Trade Differential: the adjustment amount which must be added to the base rate of an employee in a floor rated job to increase the employee's pay to the floor rate established for the job.

(b) Criteria

The purpose of floor rates is to establish and maintain a relationship between the salary paid to employees assigned to a position that entails a direct working relationship with members of other unions within the same company and the wages of those members.

Entitlement to a floor rate is conditional upon this direct working relationship complying with the following:

1. the duties performed by the employee must be interrelated with the union position over which the floor rate is based and must

further relate to a major job responsibility of that base position; and

2. the employee must be responsible for determining the methods and procedures to be followed by the members of the other union(s); and

3. the employee must be responsible for ensuring that the work completed by the member(s) of the other union conforms to the Employer's specifications, standards and/or other relevant codes; and

4. the member(s) of the other union must be assigned to the employee to either:

   (i) assist the employee in completing work assignments; or

   (ii) complete work assignments with the assistance and/or direction of the employee; or

   (iii) receive technical training in one or more major job responsibilities where such training is of a nature that it will qualify the member(s) of the other union to perform an approved position in their own bargaining unit, and where the employee is responsible for assessing the capability and eligibility of the trainees to be appointed to the end position; and

5. the working relationship between the employee and the members of the other union must be an ongoing and demonstrable part of the MoveUP job; "once-only" or hypothetical situations will not attract a floor rate.

(c) Floor Rate Type

Parity or a 5% differential will be determined as follows:

(1) Parity

when all criteria in 4.02(b) are met except 4.02(b)4(iii).

(2) 5% Differential

when all criteria are met, or when all criteria are met except 4.02(b)4(i) and/or 4.02(b)(4)(ii).

(d) Bi-Weekly Floor Rate Calculation

Where the regular bi-weekly hours total 75 and the regular hours are 7.5 per day the bi-weekly floor rate shall be:

(1) Parity = 1.00 x hourly rate of base job x regular bi-weekly hours of base job;

(2) 5% Differential = 1.05 x hourly rate of base job x regular bi-weekly hours of base job.

(e) Administration

1. Disputes arising from the application of the Floor Rate Criteria are subject to Article 3, Grievance Procedure, of the Collective Agreement.

2. Each Floor Rated Job will be reviewed and tested against the above defined criteria at the time that the Floor Rate is established, and at least once every 3 years as a part of the Job Evaluation Section cyclical audit of all MoveUP bargaining unit Jobs with a report forwarded to the Parties in the attached format as a part of that review process.

3. Each Floor Rate established under Article 4.03 will be documented on a Trade Differential Sheet, a copy of which will be supplied to the union; Floor Rates will be recalculated when the wage for the base job is changed and will be effective on the same date as the change in wage. The union will be advised in writing of recalculations of Floor Rates.

4. The effective date for the implementation of the Floor Rate Criteria to be 10 May 1983.

5. Employees in jobs that no longer qualify for a floor rate as of the effective date should not be affected by the new Floor Rates Criteria. However, new or transferred employees assigned to previously Floor Rated Jobs on or after the effective date will not be eligible to receive a Floor Rate or Trade Differential.

4.03 **LENGTH-OF-SERVICE INCREASES** (Refer to MOU # 85)

(a) Salary advances within the ranges will normally be achieved by reaching the length of service anniversary date. However, such increases may be withheld by the employee's manager based on an assessment of the employee's performance. Where an increase is to be withheld due to inadequate performance the manager will provide one month's notice in writing to the employee affected, the officers of the Union, the appropriate Human Resources Business Partner, and the Manager, Payroll.

(b) Employees will continue to receive length of service increases while on leave with the exception of long-term disability. Employees who return from long-term disability will be eligible to receive a length of service increase on their next anniversary date.

(c) Provided that the increased salary will not exceed the maximum of the salary range, salary increases for employees who are eligible shall be granted in the following manner:

1. An employee whose salary is equal to any step of his/her salary range will have his/her salary increased to the next higher step in that range.

2. An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which his/her salary falls but where the increase would place his/her salary above the second higher step in the range beyond his/her salary prior to the application of the increase, his/her salary will only be increased to the second higher step.

(d) For the purposes of this article, an employee's anniversary date will be determined as follows:

1. For those employees who enter service or are promoted between the 1st and 15th fifteenth day (inclusive) of any month, the anniversary date will be the first day of that month plus one year.

2. For those employees who enter service or are promoted between the 16th and last day (inclusive) of any month, the anniversary date will be the first day of the next month plus one year

4.04 **SALARY SCALES AND ALLOWANCES** (Refer to MOU # 85)

(a) Effective April 1, 2015, all salaries and scales will receive a 1% wage increase to be applied to the wage rates in effect on March 31, 2015.

(b) Effective ~~February~~ 1, 2016, all salaries and scales will receive the available Economic Stability Dividend wage increase as described in Appendix B to be applied to the wage rates in effect on January 31, 2016.

(c) Effective April 1, 2016, all salaries and scales will receive a 0.5% wage increase to be applied to the wage rates in effect on March 31, 2016.

(d) Effective February 1, 2017, all salaries and scales will receive a 1% wage increase, plus the available Economic Stability Dividend wage increase, as described in Appendix B, to be applied to the wage rates in effect on January 31, 2017.

(e) Effective April 1, 2017, all salaries and scales will receive a 0.5% wage increase to be applied to the wage rates in effect on March 31, 2017.

(f) Effective February 1, 2018, all salaries and scales will receive a 1% wage increase, plus the available Economic Stability Dividend wage increase, as described in Appendix B, to be applied to the wage rates in effect on January 31, 2018.

(g) Effective April 1, 2018, all salaries and scales will receive a 0.5% wage increase to be applied to the wage rates in effect on March 31, 2018.

(h) Effective February 1, 2019, all salaries and scales will receive a 1% wage increase, plus the available Economic Stability Dividend wage increase, as described in Appendix B, to be applied to the wage rates in effect on January 31, 2019.

The terms of the Economic Stability Dividend are described in Appendix B.

MoveUP Hourly Salary Scales

GROUP 4	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2015	$16.41	$17.51	$18.60	$19.68
January 8, 2016	$16.56	$17.67	$18.76	$19.86
February 1, 2016	$16.63	$17.74	$18.85	$19.95
April 1, 2016	$16.72	$17.83	$18.94	$20.05

GROUP 5	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2015	$18.06	$19.25	$20.46	$21.66
January 8, 2016	$18.22	$19.43	$20.64	$21.85
February 1, 2016	$18.31	$19.52	$20.74	$21.95
April 1, 2016	$18.40	$19.61	$20.84	$22.06

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2015	$19.92	$20.90	$21.89	$22.88	$23.86
January 8, 2016	$20.10	$21.09	$22.09	$23.08	$24.08
February 1, 2016	$20.19	$21.18	$22.19	$23.19	$24.19
April 1, 2016	$20.29	$21.29	$22.30	$23.30	$24.31

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2015	$21.99	$23.08	$24.17	$25.28	$26.35
January 8, 2016	$22.19	$23.29	$24.39	$25.50	$26.59
February 1, 2016	$22.29	$23.40	$24.50	$25.62	$26.71
April 1, 2016	$22.40	$23.51	$24.62	$25.75	$26.84

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$24.31	$25.24	$26.23	$27.18	$28.15	$29.12
January 8, 2016	$24.53	$25.46	$26.47	$27.42	$28.40	$29.38
February 1, 2016	$24.64	$25.58	$26.58	$27.54	$28.53	$29.51
April 1, 2016	$24.76	$25.71	$26.72	$27.68	$28.67	$29.66

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$26.84	$27.89	$28.94	$30.02	$31.09	$32.15
January 8, 2016	$27.08	$28.14	$29.20	$30.29	$31.37	$32.44
February 1, 2016	$27.21	$28.26	$29.34	$30.43	$31.51	$32.59
April 1, 2016	$27.34	$28.41	$29.48	$30.58	$31.67	$32.75

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$29.63	$30.80	$31.95	$33.15	$34.33	$35.51
January 8, 2016	$29.89	$31.08	$32.23	$33.45	$34.64	$35.83
February 1, 2016	$30.03	$31.22	$32.38	$33.60	$34.79	$35.99
April 1, 2016	$30.18	$31.37	$32.54	$33.77	$34.96	$36.17

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$32.75	$34.02	$35.33	$36.63	$37.93	$39.23
January 8, 2016	$33.05	$34.32	$35.64	$36.96	$38.27	$39.58
February 1, 2016	$33.20	$34.48	$35.80	$37.12	$38.44	$39.76
April 1, 2016	$33.36	$34.65	$35.98	$37.31	$38.64	$39.96

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$36.17	$37.57	$38.99	$40.46	$41.90	$43.33
January 8, 2016	$36.50	$37.91	$39.34	$40.82	$42.28	$43.72
February 1, 2016	$36.66	$38.08	$39.52	$41.00	$42.47	$43.92
April 1, 2016	$36.84	$38.27	$39.72	$41.21	$42.68	$44.14

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$39.95	$41.46	$43.06	$44.65	$46.24	$47.86
January 8, 2016	$40.31	$41.84	$43.45	$45.05	$46.65	$48.29
February 1, 2016	$40.49	$42.02	$43.64	$45.26	$46.86	$48.50
April 1, 2016	$40.70	$42.23	$43.86	$45.48	$47.10	$48.75

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$44.13	$45.83	$47.59	$49.39	$51.12	$52.88
January 8, 2016	$44.53	$46.24	$48.01	$49.84	$51.58	$53.36
February 1, 2016	$44.73	$46.45	$48.23	$50.06	$51.82	$53.60
April 1, 2016	$44.95	$46.68	$48.47	$50.31	$52.08	$53.87

MoveUP Bi-Weekly Salary Scales

GROUP 4	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2015	$1,230.91	$1,313.08	$1,394.79	$1,476.01
January 8, 2016	$1,241.99	$1,324.90	$1,407.34	$1,489.29
February 1, 2016	$1,247.58	$1,330.86	$1,413.67	$1,495.99
April 1, 2016	$1,253.82	$1,337.51	$1,420.74	$1,503.47

GROUP 5	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2015	$1,354.67	$1,444.12	$1,534.51	$1,624.44
January 8, 2016	$1,366.86	$1,457.12	$1,548.32	$1,639.06
February 1, 2016	$1,373.01	$1,463.68	$1,555.29	$1,646.44
April 1, 2016	$1,379.88	$1,471.00	$1,563.07	$1,654.67

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2015	$1,493.90	$1,567.39	$1,641.86	$1,715.82	$1,789.79
January 8, 2016	$1,507.35	$1,581.50	$1,656.64	$1,731.26	$1,805.90
February 1, 2016	$1,514.13	$1,588.62	$1,664.09	$1,739.05	$1,814.03
April 1, 2016	$1,521.70	$1,596.56	$1,672.41	$1,747.75	$1,823.10

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2015	$1,649.58	$1,731.28	$1,812.99	$1,895.67	$1,976.39
January 8, 2016	$1,664.43	$1,746.86	$1,829.31	$1,912.73	$1,994.18
February 1, 2016	$1,671.92	$1,754.72	$1,837.54	$1,921.34	$2,003.15
April 1, 2016	$1,680.28	$1,763.49	$1,846.73	$1,930.95	$2,013.37

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$1,823.15	$1,892.76	$1,967.21	$2,038.28	$2,111.29	$2,183.82
January 8, 2016	$1,839.56	$1,909.79	$1,984.91	$2,056.62	$2,130.29	$2,203.47
February 1, 2016	$1,847.84	$1,918.38	$1,993.84	$2,065.87	$2,139.88	$2,213.39
April 1, 2016	$1,857.08	$1,927.97	$2,003.81	$2,076.20	$2,150.58	$2,224.46

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$2,013.14	$2,091.47	$2,170.75	$2,251.49	$2,331.76	$2,411.52
January 8, 2016	$2,031.26	$2,110.29	$2,190.29	$2,271.75	$2,352.75	$2,433.22
February 1, 2016	$2,040.40	$2,119.79	$2,200.15	$2,281.97	$2,363.34	$2,444.17
April 1, 2016	$2,050.60	$2,130.39	$2,211.15	$2,293.38	$2,375.16	$2,456.39

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$2,222.00	$2,309.99	$2,396.06	$2,486.45	$2,574.46	$2,663.40
January 8, 2016	$2,242.00	$2,330.78	$2,417.62	$2,508.83	$2,597.63	$2,687.37
February 1, 2016	$2,252.09	$2,341.27	$2,428.50	$2,520.12	$2,609.32	$2,699.46
April 1, 2016	$2,263.35	$2,352.98	$2,440.64	$2,532.72	$2,622.37	$2,712.96

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$2,456.48	$2,551.24	$2,649.38	$2,747.05	$2,844.72	$2,942.37
January 8, 2016	$2,478.59	$2,574.20	$2,673.22	$2,771.77	$2,870.32	$2,968.85
February 1, 2016	$2,489.74	$2,585.78	$2,685.25	$2,784.24	$2,883.24	$2,982.21
April 1, 2016	$2,502.19	$2,598.71	$2,698.68	$2,798.16	$2,897.66	$2,997.12

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$2,712.72	$2,818.11	$2,924.48	$3,034.22	$3,142.52	$3,249.85
January 8, 2016	$2,737.13	$2,843.47	$2,950.80	$3,061.53	$3,170.80	$3,279.10
February 1, 2016	$2,749.45	$2,856.27	$2,964.08	$3,075.31	$3,185.07	$3,293.86
April 1, 2016	$2,763.20	$2,870.55	$2,978.90	$3,090.69	$3,201.00	$3,310.33

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$2,996.51	$3,109.64	$3,229.56	$3,348.95	$3,467.91	$3,589.25
January 8, 2016	$3,023.48	$3,137.63	$3,258.63	$3,379.09	$3,499.12	$3,621.55
February 1, 2016	$3,037.09	$3,151.75	$3,273.29	$3,394.30	$3,514.87	$3,637.85
April 1, 2016	$3,052.28	$3,167.51	$3,289.66	$3,411.27	$3,532.44	$3,656.04

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2015	$3,309.80	$3,436.95	$3,568.95	$3,704.31	$3,834.36	$3,966.35
January 8, 2016	$3,339.59	$3,467.88	$3,601.07	$3,737.65	$3,868.87	$4,002.05
February 1, 2016	$3,354.62	$3,483.49	$3,617.27	$3,754.47	$3,886.28	$4,020.06
April 1, 2016	$3,371.39	$3,500.91	$3,635.36	$3,773.24	$3,905.71	$4,040.16

ARTICLE 5

TRAVELING ALLOWANCES, MOVING EXPENSES, AND LIVING EXPENSES

5.01 (a) Each employee will have an established headquarters, which will be the location where the employee normally works, reports for work, or the location to which he/she returns between jobs.

(b) Employees hired for temporary work will be deemed to be headquartered at the location where they are recruited.

5.02 **TRAVELING ALLOWANCES**

(a) The Employer will pay economy air fare for air travel and for other forms of travel, will pay the cost equivalent to first class standards as prevailed at the date of signing this Agreement and will pay for meals and sleeping accommodation for employees traveling to or from a job from a point of hiring or on company business.

(b) When an employee is away from his/her headquarters and waiting time for departure of public transportation is expected to exceed 2 hours from normal checkout time of his/her accommodation, the employee may retain such accommodation at the Employer's expense until the time it is necessary to vacate it in order to catch the scheduled transportation. While holding accommodation outside normal working hours the time will not be paid as time worked.

(c) Where no work is performed on the day in question, time spent in traveling by public carrier to a new headquarters or to or from a temporary job away from headquarters, including time spent in waiting for connections, will be paid at straight-time rates to a maximum of 7 1/2 hours in each day or part thereof. Time spent in traveling at the request of the Employer on a normal day off shall be paid to a maximum of 7 1/2 hours at overtime rates. <u>If an employee is required to travel outside of North America, appropriate compensation for travel time will be discussed with the Union prior to travel.</u>

(d) Any time spent in travel by public carrier prior to or following the normal day's work will be paid for as time worked except that where overnight travel is required, and sleeping accommodation is available, the hours between 24:00 and 08:00 will not be paid.

(e) Where sleeping accommodation is required but not available, and travel takes place by public carrier, the time so spent will be paid as time worked.

(f) A day shall be the period from 00:01 hours to 24:00 hours and shall include Saturdays and Sundays.

(g) Except for those circumstances covered in Article 5.03, time spent in travel or transfer, either as a driver or passenger in a company vehicle or properly authorized personal vehicle, will be paid as time worked.

(h) Should an employee be discharged for cause while in the field, the employee will be paid for all time worked, traveling expenses and traveling time back to his/her established headquarters. An employee laid off will be paid for all time worked, traveling expenses, and traveling time back to his/her point of hire or his/her established headquarters, as the employee may request. The Employer will have no obligation under this clause to employees who resign in the field and have less than 2 months' continuous service since their last date of hire.

(i) Except as provided in the following paragraph, employees will be returned to their established headquarters at the expense of the Employer prior to taking annual vacation provided such paid vacation is 2 weeks or more, and in such circumstances will be returned from established headquarters to the work site at the expense of the Employer without any loss of paid vacation time.

(j) Where an employee is not required to and chooses not to be returned to his/her established headquarters prior to taking annual vacation, paid travel time and expenses actually incurred in reaching the destination of his/her choice will be reimbursed. The maximum amount which the Employer will reimburse would be those costs which would be incurred if the employee were returned to his/her established headquarters.

5.03 (a) Where employees are assigned to work away from regular headquarters and cannot return to same at the end of the working day and are provided with room and board, the Employer will designate a report point which, unless otherwise mutually agreed at a pre-job conference, will be the place of accommodation, a company office or a job site and will be governed by the following conditions:

1. Where time spent in travel between the designated place of accommodation and the job site is less than 16 minutes, computed under normal travel conditions, the report point will be the job site. Time spent in travel in excess of the normal travel time due to abnormal conditions will be paid as time worked at the prevailing rate.

2. Where the time spent in travel between the designated place of accommodation and the job site is 16 minutes or more, computed under normal travel conditions, the report point will be the designated place of accommodation.

3. Notwithstanding the conditions as set out in 1 or 2 above, drivers of company vehicles will be paid in circumstances where traveling time between the designated place of accommodation and the job site is less than 16 minutes. Pay for such travel time will encompass the total time involved in transporting employees from the designated place of accommodation to the job site and return, which may include pick-up and delivery of the vehicle from and to a third location.

5.04 Time spent in travel between headquarters and the work site or the report point and the work site at the commencement and termination of each day's work will be paid for as time worked.

5.05 Except as otherwise agreed by the Parties at a pre-job conference, regular employees working away from their established headquarters 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 their established headquarters at 3 week intervals. This shall not be construed to mean bus fare when other means of transportation are normally used. This entitlement may be shifted to take into account long week-ends, paid vacation and other contingencies, but in no circumstances shall employer-paid trips exceed one for every 3 weeks over the period of such work away from their headquarters.

Employees traveling 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 entitlement are not eligible for weekend living-out allowance for non-working days.

5.06 Where a work assignment in the field is completed on the last regular working day of the week, and it is understood that the employee is to return to his/her headquarters rather than travel directly to another work location, the employee may travel to his/her headquarters at the earliest practical time to avoid the loss of a week-end at home. Time traveled will be paid as time worked.

5.07 **USE OF COMPANY AND PERSONAL VEHICLES**

(a) Conditions For Use Of Personal Vehicles

Ownership or provision of a personal vehicle shall not be a condition of employment. However, by mutual agreement between the Employer and an Employee and provided the Employee has completed an indemnity agreement as set out in point (iii) below, the Employee's private leased or owned vehicle may be used for the business purposes of the Employer, in which case the following conditions shall apply:

(i) The Employer shall reimburse the Employee for distance traveled in the amount of $.46 per kilometer to a maximum of 1000 km, with $.17 per kilometer thereafter, in each calendar month. With approval of their managers, and where an employee is required to use their four wheel drive vehicle off-road, the Employer shall reimburse such distances traveled in the amount of $.67 per kilometer to a maximum or 1000 km, with $.21 thereafter, in each calendar month.

(ii) The Employer shall provide or pay for any additional parking required for any personal vehicle of any Employee which is used, upon proper authorization, for the business purposes of the Employer.

(iii) The minimum insurance for employee-owned or leased vehicles used on BC Hydro business shall be $300 collision deductible, $100 comprehensive deductible, $1,000,000 third party liability and underinsured driver coverage. Provided the Employee completes an indemnity agreement holding BC Hydro harmless for any liability to claims arising from accidents which happen while the vehicle is being used for personal reasons, BC Hydro will pay the above collision and comprehensive deductible, and third party liability in excess of the above coverage, in the event of an accident involving a vehicle being used on BC Hydro business.

(iv) If an Employee's insurance costs increase due to an accident which occurs while the Employee is using his or her personal vehicle, upon proper authorization, in the performance of the Employee's duties, the Employer shall pay the full cost of any such increase for the entire period during which any such increase applies, unless it is conclusively established that the Employee was grossly negligent.

(v) In addition to the above, where the Employee has the proper authorization and is required to use their vehicle more than 6 days per calendar month for business purposes, the Employer shall pay the Employee the difference in cost between the Employee's normal vehicle insurance and insurance for business purposes as set out in Clause 5.07(iii) above.

(b) Where an Employee elects to use his/her personal vehicle in preference to public transportation, the Employee shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when traveling by public transportation. Travel time will be paid as though the Employee traveled by public transportation.

5.08 (a) Where Employees are temporarily assigned to work away from their established headquarters, the Employer will provide board and, where necessary, lodging at no cost to the Employee in accordance with either Clause(s) 5.09, 5.10 or 5.11 below, depending upon the circumstances. Other reasonable expenses may be allowed, subject to supervisory control.

(i) Notwithstanding the provisions of Clause 5.08(a) above, where an Employee is temporarily assigned to work away from his or her established headquarters within the Employee's local geographic area, as defined in Clause 9.01(d), the Employee's entitlement to claim a lunch will be as follows:

1) Lunch is claimable if:

i. The Employee is working outside of their geographic area, with the exception of Employees identified in 5.08 (a) (2) (i).

ii. The Employee is not provided with advanced notice by a Manager of the need to work away from their established headquarters. Advanced notice for the purposes of this

article is notice no later than the end of the Employees previous regular shift.

2) Lunch is not claimable if one or more of the following criteria apply:

i. The Employee is required to do regular field work as part of their position, and such work is known and planned in advance to be away from their regular headquarter, even if the work is outside of their geographic area but within 100 kilometers of the established headquarters.

ii. The Employee is working away from their established headquarter, but are working at another BC Hydro facility which is equipped with cafeteria or lunchroom facilities within their geographic area.

(b) If an Employee who is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, such request would be granted provided accommodation is available at the time.

5.09 A living out allowance of $130.00/day will be paid to employees who would otherwise receive free room and board and who have the Employer's permission to be living out in accommodation not provided by the Employer. Unless the employee is returned to established headquarters or is granted paid travel time and expenses actually incurred as provided in 5.02(j) the living out allowance will not be reduced when an employee is on paid leave of absence such as annual vacation, sick leave, statutory holidays or days in lieu thereof; or for unpaid leave of absence not exceeding five working days; or while the employee is on Workers' Compensation up to the maximum of his/her unused sick leave allowance. Permission to live out will not be withdrawn except by mutual agreement. Notwithstanding the above, employees who have set up semi-permanent residences at the temporary location (such as mobile home or furnished apartment) will not have their living out allowances reduced when returned to established headquarters at the Employer's expense for periodic assignments or training of two (2) weeks or less.

5.10 Except as provided in Article 5.09 above, where the Employer is responsible for board and/or lodging, the employee may elect,

(a) To be supplied with accommodation which is equipped with cooking facilities and shall receive $25.00 per day in lieu of board

only; or $33.00 per day in lieu of board only where it is essential that employees cook for themselves; or

(b) to submit an expense account in lieu of board only. It is the intent that reimbursement for board only will be based on reasonable meal expenses incurred.

i. Employees entitled to reimbursement of all three meals in a day may claim the per diem as set out in the Employer's guidelines without receipts; claims over the per diem amount must be supported by receipts.

ii. Employees entitled to reimbursement for less than three (3) meals per day, may claim the per diem as set out in the Employer's guidelines per meal incurred without receipts; claims over the per diem per meal must be supported by receipts.

5.11 CAMP CHECKOUT ALLOWANCE

(a) Where regular or temporary employees are provided with board and lodging away from headquarters and elect to return home on weekends or on other days upon which no work is scheduled, they shall, upon request, be granted a living allowance under the following conditions:

1. Employees working from expense accounts - employees provided with expenses and who elect to return home and on whose behalf the Employer incurs no expenses for the weekend, shall be granted a daily allowance equal to the living out allowance set out in Article 5.09 above.

2. Employees in camp - any employee who is living in camp accommodation provided by the Employer may check out of such accommodation and the Employer shall pay the employee a checkout allowance of $7.50 per day. The checkout allowance will be paid for leave on non-working days to a maximum of 6 days with the provision that an employee will work his/her scheduled shifts immediately prior to and following such established leave. Notice of an employee's intent to check out will be made in accordance with normal camp requirements.

5.12 PAYMENT OF MOVING EXPENSES

(a) This Article shall apply to regular employees, and temporary employees who have accumulated at least one year's accredited service in the last 2 years, who are required to change their established headquarters, either at management's direction or as the result of successfully applying for a bulletined job.

(b) The Employer shall notify the employee in writing, whether the change is permanent or temporary. When the change is to a position of a continuing nature, outside the municipal area or town in which the employee's established headquarters is located, and where their new established headquarters is further away from their place of residence than their previous established headquarters, and where the employee establishes a new primary residence that is at least 30 kilometers closer to the new headquarters within the Lower Mainland or at least 50 kilometres closer to the new headquarters outside of the Lower Mainland (both by the shortest usual public route), the Employer will bear the cost of moving expenses in accordance with the following:

Interpretation note: For the purposes of this clause, the definition of Lower Mainland is the Lower Mainland District as defined by the Ministry of Transportation as at October 31, 2012.

(1) when a regular employee transfers to another job location permanently, at his/her own request, and where the job is of an equal or lower level than his/her present job, if the employee has more than 4 years' service or if the employee has not been moved at the Employer's expense within the previous 4 years;

(2) when an employee successfully applies for a bulletined job at a different location and a promotion is involved;

(3) when a regular employee's position becomes redundant and the employee is required to move to a new job location to continue in employment regardless of the length-of-service or the time interval between moves;

(4) when an employee is granted a transfer for compassionate reasons under the provisions of this clause, the Employer at its discretion may pay all or part of the employee's moving expenses.

(c) Moving expenses for employees who qualify for a paid move under the foregoing are:

(1) standard packing and moving charges, and transportation costs for the employee and family plus incidental expenses up to $350.00. Incidental expenses would include such items as cleaning, disconnecting and reconnecting of appliances, etc. All expenses must be supported by receipts;

(2) an allowance to cover reasonable living expenses will be made to the employee when it is not possible to obtain suitable living quarters at the new location immediately;

(3) time off with pay will be allowed for the purpose of obtaining and moving into another home. This time off will be by arrangement with the Division Manager or delegate and will be in addition to any travel time entitlements to the new location;

(4) when management is the initiator of the transfer, consideration will be given to further reasonable expenses;

(d) A regular employee who is promoted, directed by a manager to change headquarters, or displaced, shall be eligible, under the following conditions, for reimbursement for Realtor's commission in selling his/her present home and legal fees in purchasing a new home in order to take another job within that company:

(1) the employee has been notified in writing that the change of jobs is of a continuing nature;

(2) a change in headquarters is involved and the new headquarters is outside municipal boundaries of the present headquarters and where the parties agree that it is not practical for the employee to commute daily to the new headquarters;

(3) the employee is the registered owner or joint owner of the home he/she is vacating;

(4) costs are actually incurred and the employee provides receipts;

(5) the employee continues to work for the Employer for a minimum of one year.

(e) An employee who is residing in company housing and headquartered in a location which attracts an isolation allowance will, on retirement, be allowed up to $1,000 of the cost of transportation of his/her household effects to any location in the province.

5.13 In cases of transfers of a temporary nature, because of management direction or employee request, the following will apply, subject to expenses being actually incurred and the employee being required to live away from his/her regular residence:

(a) The employee shall receive living allowances as outlined in Article 5, Clause 5.08, 5.09, and 5.10.

(b) 1. In cases of long-term temporary transfers where an employee wishes to re-establish his/her household in the new location the circumstances will be discussed between the Union and the Employer and the Employer may, at its discretion, grant moving expenses to the employee concerned.

2. When a temporary transfer exceeds 6 months' duration and is to continue for an indefinite period or is to become a position of a continuing nature, the Employer may direct the employee affected to change headquarters provided there are no other employees in the same classification located at the established headquarters of that employee. However, if there are other employees in the same classification at the same headquarters who have sufficient experience, the Employer will offer the change of headquarters on the basis of seniority. Should none of the employees in the classification wish to change headquarters, the Employer may direct the employee with the least seniority to make the change. After the temporary assignment has been completed the employee who was transferred may bump back into his/her former headquarters.

(c) It is understood that clause 5.13 does not apply where an employee is successful in a temporary job competition under Article 7.11.

5.14 **COMPANY HOUSING**

(a) In areas where company housing is supplied as part of the conditions of employment, the employee will be so informed when he/she is selected. The employee will be informed of the quality of housing and the rental charges at the time of his/her selection.

(b) If such housing as described above is not immediately available at the time of transfer, the Employer will supply free board and room in

the case of a single employee, or pay reasonable living expenses (e.g. motel plus additional food and miscellaneous expenses) in the case of a married employee and family, until such time as permanent living quarters become available.

5.15 ISOLATION ALLOWANCE

(a) Subject to the conditions herein referred, full-time regular employees covered by this Agreement shall be eligible for an Isolation Allowance on the same terms and conditions as B.C. Hydro's IBEW Local 258 affiliated employees, that is consistent with Appendix C of the current B.C. Hydro/IBEW Local 258 Agreement.

(b) The conditions of Appendix C shall be applied to MoveUP members, during the life of this Agreement, including any changes as might be agreed between Hydro and IBEW Local 258 provided that an employee covered by this understanding shall not be paid an Isolation Allowance while any other member of his/her family in the same household is receiving an Isolation Allowance.

(c) Notwithstanding clause 5.15(b) above, the Employer specifically agrees that the Employer's program, Incentives for Attracting and Retaining Employees, as detailed in the brochure dated April 1991, is to be incorporated by reference in the Collective Agreement and subject to change only with the agreement of the Parties.

ARTICLE 6

SENIORITY

6.01 DEFINITION OF SENIORITY

Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article.

6.02 CALCULATION OF SENIORITY - GENERAL

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an Employee is first employed by the Employer within the bargaining unit, unless the Employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in his or her seniority.

(b) Recognition Of Seniority With Predecessor Employers

Employees in the bargaining unit on April 1, 1993 who were formerly employees of any predecessor employer, and whose seniority with respect to any such predecessor is or was recognized by the Union or any of its predecessors shall have all such seniority recognized for the purposes of this Agreement.

(c) Determining Seniority For Employees Hired On Same Day

When 2 or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.

(d) Seniority Accrual When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to layoff; Paid Holidays; Paid time off and approved leave of absence subject to the provisions of clause 6.02 (e) below.

(e) Payment Of Union Dues To Preserve Seniority Accrual When Absent From Work

If an Employee continues to accrue seniority under this Agreement during any absence from work, such Employee must continue paying union dues, fees, assessments and/or levies to the Union during such absence. If the Employee does not continue to make such payments, then such Employee shall not accrue seniority for the period of the leave.

6.03 **CALCULATION OF SENIORITY - REGULAR EMPLOYEES**

Regular Employees shall accrue seniority under this Agreement in accordance with Clause 6.02 (a).

6.04 **CALCULATION OF SENIORITY - FULL TIME TEMPORARY EMPLOYEE**

Full time Temporary Employees shall accrue seniority under this Agreement on the same basis as Regular Employees.

When Full-Time Temporary Employees obtain regular employment status in accordance with this Agreement, without a break in service, they shall be credited with all seniority accrued pursuant to Clause 6.02(a). In addition Full-Time Temporary Employees who are terminated or change employee status and subsequently regain Full Time Temporary or Regular status within 8 continuous months shall be credited with all previous seniority accrued.

6.05 **CALCULATION OF SENIORITY - PART TIME REGULAR EMPLOYEES**

(a) Notwithstanding Article 6.02(d), Part Time Regular employees shall, except in the circumstances set out in item 6.05(b) below, only accumulate seniority on the basis of time worked.

(b) Part Time Regular employees shall accrue seniority when absent from work only in the following circumstances:

i) while laid off to the recall list.

ii) while absent from work on sick leave.

iii) while absent from work and in receipt of Long Term Disability benefits.

iv) while absent from work and in receipt of Workers' Compensation benefits.

v) while absent from work on maternity leave.

vi) while on approved leave of absence.

Seniority shall be calculated on the basis of the average number of hours worked over the ten week period immediately prior to the commencement of the absence for any of the reasons listed above.

6.06 **CALCULATION OF SENIORITY - CASUAL EMPLOYEES**

(a) Casual employees shall accrue seniority on the basis of hours worked, converted to a date by dividing the hours by 7.5 and counting the equivalent working days backward from the date the calculation is required. Seniority will be calculated on an as-needed basis and will only apply to:

- Job competitions; and
- Situations where the number of casuals doing the same job within a department is reduced.

(b) Casual employees will lose seniority if:

1. They have not worked for 8 consecutive months.

2. They are dismissed for just cause and not re-instated.

3. They voluntarily resign.

6.07 **CALCULATION OF SENIORITY - PROBATIONARY EMPLOYEES**

Probationary Employees who obtain regular status shall have their seniority dated from their entered service date.

6.08 **PORTABILITY OF SENIORITY WITHIN THE BARGAINING UNIT**

Any Employee who changes employment status from Regular, Part Time Regular or Temporary Employee to another of these categories of employment, without a break in service, shall be credited with all seniority accrued in accordance with this Agreement prior to such change in employment status.

Casuals will be credited with hours worked and a seniority date will be established at the date of selection.

6.09 SERVICE OUTSIDE THE BARGAINING UNIT

(a) An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of his/her return except as otherwise provided in this Agreement.

(b) Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall be credited with all seniority accrued pursuant to this Article, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the Union bargaining unit.

(c) Upon a decision by the Parties or the Labour Relations Board that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at his/her option, may be granted seniority credit for the period of exclusion provided it is approved by the Union and provided the person exercises such option in writing to the Union within 30 calendar days of the date of entry. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first 12 calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first 6 calendar months from the date of entry.

6.10 LOSS OF SENIORITY

An Employee shall lose his or her seniority only in the event that:

(a) the Employee is discharged or terminated for just cause and subsequently not reinstated;

(b) the Employee voluntarily terminates employment in accordance with this Agreement;

(c) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than 2 consecutive years;

(d) a Full Time Temporary Employee does not subsequently regain Full Time Temporary status within 8 continuous months;

(e) the Employee fails to maintain membership in good standing in the Union.

(f) a casual loses seniority, in accordance with article 6.06.

6.11 An employee with 5 or more years of seniority in the MoveUP bargaining unit who resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit after June 01, 2002, may have this prior seniority reinstated:

(1) after they have been employed for five continuous years in an FTT, FTR, PTR or Casual position in the bargaining unit;

(2) the employee serves notice to the Union of intent to reinstate within two years of their commencement in an FTT, FTR, PTR or Casual position;

(3) the employee satisfies all other terms and conditions of reinstatement as determined by the Union; and

(4) the Union gives notice to the Employer at the time reinstatement of seniority is to take effect.

(a) This Article does not in any way diminish the Employer's rights with respect to the employee's probationary period.

ARTICLE 7

EMPLOYMENT, TRANSFER AND TERMINATION

(Also refer to MOU #17)

7.01 **NEW EMPLOYEES** (Refer to MOU # 85)

(a) All persons accepting full-time regular or part-time regular employment with the Employer in jobs under the union's jurisdiction will serve a 6 month probationary period. The period will start on the date the employee commences work in the full-time regular or part-time regular job for which they were hired. This period may be extended by mutual agreement between the Employer and the Union. Prior to the expiry date of the probationary period, but not less than 5 working days before the expiry date of the period, the employee's supervisor will conduct a performance rating of the employee and will either confirm the employee's full-time regular or part-time regular status as applicable or terminate the employee.

(b) Employees who transfer from a full-time temporary job to a full-time regular or part-time regular job of the same job title will be exempted from the 6 months probationary period, or a portion thereof, provided that the time in the full-time temporary job and the full-time regular or part-time regular job as applicable, total a minimum of 6 months unbroken service in the job.

7.02 **HIRING RATES**

(a) Employees, including those from other unions within the company, will normally be hired at the minimum rate of their job group, except that the Employer may hire an employee at any step in the salary range for that job group having regard to work experience and/or attraction challenges. The Employer will advise the Union of such exceptions and will obtain the Union’s agreement for hires at Step 3 and beyond.

(b) If a temporary employee is successful in obtaining an appointment to a regular job other than the one in which he/she is employed, the employee's salary will be determined as though he/she were a new hire, except that consideration will be given to his/her experience, as set out in the previous paragraph.

7.03 PROMOTIONS, DEMOTIONS AND TRANSFERS

(a) The following definitions will apply in the event of job changes occurring within or between salary scale categories; i.e. office to office, non-office to office, non-office to non-office or office to non-office.

1. By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.

2. By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.

3. By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.

4. By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for one full working day or more and for 6 months or less.

5. By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.

6. By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent across-the-board salary increases.

7. By definition, "base rate" shall mean the bi-weekly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.

8. By definition, "floor rate" shall mean a bi-weekly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Article 4.02.

7.04 PERMANENT PROMOTIONS

(a) When an employee is promoted, including due to job reclassification, the employee’s salary will be increased to the step in the new job group that is one step lower, per group being

promoted, than their step in their current group, or the minimum of the new group whichever is higher. If an employee is off-step their salary will be increased to the step in the new group that is at least 5% higher than their current rate, of the minimum of the new group whichever is higher; or where the resultant salary would be higher than the maximum of the new group, they shall receive such maximum.

(b) When an employee is promoted from one floor-rated job to another floor-rated job the employee will receive an increase on his/her base rate in accordance with (a) above. Further, where the old floor rate is lower than the new floor rate the employee will receive the new floor rate; but where the old floor rate is higher than the new floor rate the employee will be red-circled at the old floor rate.

(c) When an employee is promoted from a floor-rated job to a non-floor-rated job the employee will receive an increase on his/her base rate in accordance with (a) above. Further, where the old floor rate is higher than the new base rate the employee will be red-circled at the floor rate.

(d) When an employee is promoted from a position he/she has taken under the provisions of Article 7.07 (a) and (b), the following salary policy will apply:

1. If the employee has been on the lower grouped job more than one year the employee shall be promoted in accordance with 7.04 (a) above.

2. If the employee has been on the lower group job less than one year and is promoted to the same group he/she held prior to demotion, the employee will receive the salary he/she would have achieved had the employee remained on that higher job group level.

3. If the employee is promoted to a job group higher than that he/she held prior to his/her demotion, the employee's salary will be determined by applying firstly the provisions of 7.04 (d)2 and then the provisions of 7.04 (a).

7.05 TEMPORARY PROMOTIONS

(a) When, in the opinion of the manager, a temporary promotion is warranted to meet operational requirements, such temporary promotion shall be compensated as follows:

1. Where the period of temporary promotion is one full working day or more and the promotion is 2 groups or less above the employee's current level, the employee will receive an increase of 5% per group of promotion dating from the first day of promotion, except that:

   (i) where the resultant salary would be less than the minimum of the new job group, the employee shall receive the minimum; or

   (ii) where the resultant salary would be higher than the maximum of the new job group, the employee shall receive the maximum.

2. Where a temporary promotion is for one full working day or more and the promotion is 3 groups or more above the employee's current level, the Employer will review the contents of the higher job group to determine the responsibilities to be assumed and will establish the appropriate job level for the relief period. The minimum increase will be two groups.

3. Where a temporary promotion is for one full working day or more to a supervisory position or a position outside the bargaining unit the employee shall be paid at the higher rate.

4. Where an employee on special salary treatment relieves on another job, the Employer will review the circumstances to determine whether or not the employee qualifies for a promotional increase as described in 1, 2 and 3 above.

5. An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases which the employee would have received on the lower grouped job and his/her salary will be increased according to 7.05(a) 1, 2, 3 or 4.

6. In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on the merits, subject to grievance procedure.

7. If a manager determines a need for an employee to perform work of a higher job group for an extended but finite period of time, the manager will inform the employee, in advance, of the requirement for the employee to perform that work and

will provide an estimate of the period of time the employee will be required to perform the work.

Where the work of a higher job group is not performed for full working days at a time, the number of hours spent performing the higher grouped duties will be accumulated over a period of time until a full 7.5 hours is reached, at which point compensation for a one day temporary promotion will be paid in accordance with Article 7.05. For administrative ease, the manager and the employee may agree that the accumulation of the time spent performing higher grouped duties will be reviewed once each month or on some mutually agreed upon basis to determine the amount of compensation to be paid, if any, under Article 7.05.

7.06 LATERAL TRANSFERS

(a) When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job the employee will retain his/her old base rate. Further, where the old floor rate is lower than the new floor rate the employee will receive the new floor rate; but where the old floor rate is higher than the new floor rate the employee will be red-circled at his/her old floor rate.

(b) When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job the employee will retain his/her old base rate and be red-circled on his/her old floor rate.

7.07 DEMOTIONS

(a) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:

If the employee has a year or more of service in the higher grouped job, upon demotion the employee will retain his/her rate if it is not beyond maximum of the lower grouped job; if it is beyond maximum the employee will be reduced to maximum of the lower group. If the employee has less than one year's service in the higher-grouped job, upon demotion his/her salary will be that which the employee would have attained had he/she moved directly to the lower-grouped job on the same date that he/she moved to the higher-grouped job. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward

revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.

(b) In the case of a demotion not directly ascribable to the employee, refer to the following sections:

1. Re-evaluation - Article 2, Job Evaluation.

2. Shortage of Work, Contracting Out, Automation, new equipment, new procedures, or reorganization - Article 9, Displacement, Layoff, and Recall.

7.08 **ELIGIBILITY FOR JOB COMPETITIONS** (Refer to MOU # 85)

(a) An employee with less than 12 months service in his/her position is not eligible to compete for any promotion, lateral move or demotion unless the employee has the approval of his/her supervisor.

(b) Employees who are laid off and eligible for recall under Article 9 shall be eligible to apply for job postings for as long as they remain on the recall list.

(c) An employee may, by written notice, withdraw their application up to the point the selection is finalized without incurring any penalty or prejudice.

(d) Employees who accept a job offer will be deemed to have withdrawn from other outstanding job competitions to which they have applied.

7.09 **HIRING PREFERENCES**

(a) It is the intent of the Parties that preference in appointments to job vacancies, MoveUP jurisdiction shall be given to Local 378 MoveUP members presently on the Employer's staff, in this order:

1. For regular positions, regular employees in accordance with the provisions of article 9.14.

2. For regular positions, regular employees in accordance with Article 9.13. In the event that a vacant position arises concurrent with the displacement of an employee who has the ability to perform the job and there is an employee(s) on recall who also has the ability to perform the job, preference for the offer of the position shall be given to the senior employee.

3. All other employees regardless of status under Article 1.06.

If a junior candidate is selected from any of the above preference categories, Article 7.10(d) will apply such that all of the more senior candidates previously considered and rejected must be reconsidered to determine if the junior candidate's ability to perform the vacant job is significantly and demonstrably higher than all of those more senior candidates.

(b) If at any time the Union is of the opinion that such preference has not been given, and the Employer selects from outside the bargaining unit, the Union shall have the right to grieve such selection. Where the Employer selects from outside the bargaining unit, the same ability requirements will be maintained.

7.10 **JOB POSTING** (Refer to MOU # 85)

(a) A regular employee who is a member of the Union and already on the staff of a department in which a vacancy occurs may be promoted to such vacancy without that vacancy being posted on company bulletin boards and the company website.

(b) Subject to Article 7.12, if a promotion is not made within a department, then the vacant position shall be posted on company bulletin boards and the website for a minimum of 5 working days in order to give employees an opportunity to apply for it. The job posting shall contain all pertinent details such as job title, date of job description, salary range or rate of pay, job group, replacement or addition to staff or new position, duties, qualifications, headquarters, job location, special conditions, and the closing date of the competition. A job posting for a temporary job must also state the anticipated end date for the temporary job. With agreement of the Union, under exceptional circumstances bulletining may be waived to permit interdepartmental transfers, promotions within a division, and hiring into entry-level jobs as defined in Article 7.13.

(i) Notwithstanding 7.10(b), applicants to a bulletin to which they have been unsuccessful may be considered for subsequent vacancies for position(s) that were posted on the original bulletin without having to reapply provided that such vacancies occur within 3 months of the date of posting of the original bulletin. These bulletins will remain posted and applications will continue to be accepted for any subsequent vacancies during the life of the bulletin. The applications will only remain valid provided no further bulletin

for these position(s) is posted. These bulletins will apply to the following high turnover Customer Services Jobs in the Lower Mainland and Victoria: Electric Service Coordinator, Design Assistants, Field Service Administrators, Meter Readers, Customer Inquiry Clerks, Credit Services Clerks, and Billing and Information Clerks. Additional classifications may be added by agreement of the Parties.

(c) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy. A late applicant shall be considered for a bulletined job provided the employee was absent from work due to sickness, vacation, pregnancy leave, parental leave, adoption leave, or away from established headquarters on company business at the time the job was bulletined, and provided his/her application is received before another person is selected to fill the vacant position.

(d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, his/her ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.

(e) Ability shall include consideration of the employee's performance on the employee's present job.

(f) Confidential employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this clause.

(g) Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure. The Employer shall ensure that in the exercise of its job selection rights under this article that no discrimination or favoritism affects any particular applicant for a job posting.

It is agreed that the selection criteria for each job with more than 20 incumbents shall be the same, subject to specific emphasis of the job duties of each position.

Where an employee who bids laterally on the same position he/she currently holds does not possess the required educational qualifications, he/she shall be deemed to possess such

qualifications. Where the Employer has established an equivalency for required qualifications, such equivalency shall be applied in a fair and consistent manner. (Also see Memorandum of Understanding # 40).

(h) The Employer will provide the Union copies of all job bulletins in a timely manner. The Employer will provide the Union with copies of applications for MoveUP job bulletins upon request to the local Personnel Offices. The Employer will provide the Union with the hire letter of successful MoveUP applicants for the Employer job vacancies in the MoveUP jurisdiction.

(i) The Employer may use testing to assess the requisite skills and abilities of applicants. Where used, tests must be administered fairly and without bias, and must be relevant to the job. More specifically, all candidates must receive the same questions and be provided with equal time in which to complete the test. The Employer will have an answer key or guidelines for all tests of a technical nature.

(ii) An employee who is given any test for job selection purposes under this Agreement shall have the right to review his or her test results and all documents relevant to the test, upon request.

7.11 (a) Temporary jobs shall be bulletined, excluding those which can be filled within a department, those where the temporary job lasts less than 6 months, or others specifically referred to the Union and mutually agreed. It is the intent of the Parties that such vacancies should be filled by internal promotion where the effective operation of the department permits.

(b) A regular employee who is selected to fill a Full-Time Temporary position as defined in Clause 1.06(c)1 shall retain his/her status as a regular employee during such assignment, and shall be covered by all of the terms and conditions of this Agreement which are applicable to regular employees.

(c) Upon completion of a full-time temporary assignment, a regular employee shall have the right to return to his/her regular job.

(d) Deleted Feb. 27, 1999

(e) Temporary jobs shall be rebulletined if they become permanent in nature, unless otherwise specifically agreed to with the Union. The

Employer agrees to provide a listing of all new employees hired under this provision once monthly to the Union.

(f) Where a regular employee obtains a promotion to a temporary job under this clause which is outside the municipal area or town in which the employee's headquarters is located, the employee shall be provided moving expenses under Article 5.12(c) to relocate to the temporary headquarters and return to their permanent headquarters or relocation headquarters.

(g) Where a regular Employee obtains a temporary job under this clause which represents a lateral transfer or a demotion, the Employee shall not be entitled to moving expenses, save and except that if the Employee subsequently obtains a regular job at the temporary headquarters or relocation headquarters, moving expenses as per Clause 5.12(c) (which also shall include moving expenses incurred in transferring to the temporary job provided receipts are submitted by the Employee) shall be paid by the Employer provided the Employee qualifies under the terms of Clause 5.12(b)(1) as at date of obtaining such regular job.

7.12 BULLETINING JOBS GROUP 4 AND BELOW

(a) Bulletining of jobs at Group 4 or below may be waived by agreement with the Union.

(b) Vacancies for regular positions occurring in the stenographic and word processing sections of the lower mainland at Group 4 or below need not be bulletined, provided that an appropriate standing bulletin will be posted at each location indicating the manner in which interested employees may apply.

(c) At the discretion of the Employer it shall not be necessary to bulletin jobs Group 4 or below in the Northern Division; the South Interior; north of the Malahat on Vancouver Island; in Sechelt, Powell River, Hope and Lillooet.

1. Although the geographic area described in Article 7.12(c) is delineated in terms of reference relating to Hydro's Electrical Operations Group, it will not be necessary to bulletin jobs Group 4 or below when the established headquarters of such jobs are within this geographic area, regardless of the organizational division in which the jobs are functionally located.

2. In order not to restrict the right of Union employees to apply for such positions, the following method of applying for such positions will be used: applications may be made to the Personnel Manager of the area concerned, who in turn will acknowledge receipt of the application. Thereafter the employee applicant and the Union will be advised of each vacancy and the resultant selection.

(d) The provisions of Article 7.09 shall apply when employees as defined in that Article apply on vacancies as provided in (b) and (c)2 above.

7.13 ENTRY-LEVEL JOBS

(a) All vacancies in entry-level jobs listed below shall be bulletined unless otherwise mutually agreed. Notwithstanding the provisions of Article 7.09 the Employer may fill entry-level job vacancies by selecting applicants from outside the bargaining unit except that in the case of the Programmer Analyst Trainee, Group 8, and the Staff Auditor Trainee, Group 6, the Employer may fill up to 1/2 of the vacancies from outside the bargaining unit without reference to the Union. The Union may refer unemployed Union members to company employment offices for consideration against entry-level job vacancies. The parties will review the entry-level jobs from time to time.

(b) Entry-Level Job List

Chainman, Rodman	Non-office
Draftsman	Group 5
Meter Readers	Non-office

These jobs are found in several divisions of the Employer and all are considered to be included in this list.

Internal Audit	
Staff Auditor Trainee	Group 6
Electrical Operations	
Chart Changer	Non-office
Financial	
Pay Distribution Clerk 3	Group 5

Rate Clerk	Group 5
General Services	
Records Clerk	Non-office
Receiver-Shipper-Clerk 2	Group 5
Computer Systems	
Programmer Analyst Trainee	Group 8
System Engineering	
Laboratory Assistant	Group 5

The parties will review the entry-level jobs from time to time.

7.14 Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the appropriate Personnel Department. Notwithstanding the above, if after 6 weeks from date of notification the employee has not moved to the new job because of a delay ascribable to the Employer, the employee will be paid as if he/she were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.

ARTICLE 8

TECHNOLOGICAL CHANGE AND NEW PROCEDURE

8.01 **DEFINITIONS**

(a) New Procedure for the purposes of this Agreement shall mean the introduction of any change in the nature of the Employer's work, operations, undertaking or business or in the manner in which the Employer carries on its work, operations, undertaking or business which results in the displacement of one or more employees. Without limiting the generality of the foregoing, New Procedure shall be deemed to include:

(i) any reorganization, in whole or in part, of the Employer's work, operations, undertaking or business;

(ii) any technological change.

(b) Technological Change for the purposes of this Agreement shall mean the introduction of any equipment or material different in nature, type or quantity from that previously used by the Employer or a change in the manner in which the Employer carries on its work, operations, undertaking or business related to the introduction of such equipment or material which results in the displacement of one or more employees.

8.02 **NOTICE OF NEW PROCEDURE** (Refer to MOU # 85)

(a) Whenever the Employer proposes to effect a new procedure, it shall give to the Union at least 90 calendar days prior written notice. Such notice shall state:

(i) The nature of the new procedure;

(ii) The date on which the Employer proposes to effect the new procedure;

(iii) The number, location and classification of employees likely to be displaced due to implementation of the new procedure; and

(iv) In general terms, the anticipated results of introduction of the new procedure upon the Employer's work, operations, undertaking or business and upon the affected employees.

8.03 **MEETING TO REVIEW IMPACT**

At the request of the Union, the Employer shall meet with the Union within 7 calendar days of the date of such request to review the effects of the intended disposal. This review will include the identities of the employees whom it is anticipated may or will be displaced.

8.04 **DISPLACEMENT/LAYOFF**

Any displacement of any employee(s), whether involving a layoff or not, arising in respect of the introduction of any new procedure must be undertaken in accordance with the provisions of Article 9 (Displacement, Layoff and Recall). Without limiting the generality of the foregoing, each affected employee shall be entitled to written notice of layoff, or pay in lieu of such notice, in accordance with Clause 9.02.

8.05 **TRAINING**

In the event that new procedure(s) is/are introduced into an employee's position, the employee shall be eligible for training.

8.06 **RESOLUTION OF DISPUTES**

Any dispute between the Parties with respect to any technological change or new procedure shall be subject to resolution in accordance with the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 9

DISPLACEMENT, LAYOFF AND RECALL

9.01 **DEFINITIONS**

(a) Displacement

A displacement for the purposes of this Agreement shall occur when a regular employee loses his or her current position due to:

(i) a lack of work; or

(ii) implementation of new procedure, including but not limited to, technological change in accordance with the terms and conditions of this Agreement; or

(iii) the transfer or other disposal of operations in accordance with the terms and conditions of this Agreement. It is understood that this Clause 9.01 (a) (iii) shall only apply when a regular employee exercises his right not to transfer in accordance with Clause 23.03.

(b) Layoff

A layoff for the purposes of this Agreement shall occur when a regular employee is displaced, as defined in Clause 9.01 (a) above, such that he or she is without work. Displacement shall be in inverse order of seniority provided the senior employee(s) has the ability to perform the remaining work. Such displacement will be by job title, within a department at a headquarters. Where a senior employee otherwise has the ability to perform the work in question but is being displaced due to not being offered a specific training opportunity that was provided to a junior employee, the employee will be offered the training to enable them to perform the remaining work subject to the training being completed within a 90 calendar day period. The training will be offered to the original displacement only.

(c) Established Headquarters

Established headquarters for the purposes of this Article shall mean the location where the employee normally works, reports for work, or the location to which he/she returns between jobs.

(d) Local Geographic Area

Local Geographic Area for the purposes of this Article shall mean the area within a 50 kilometer radius of an employee's established headquarters. Furthermore, distance will be determined by BC Hydro through photogrammetry or other precise methods for determining distance, and will be measured ‘door-to-door’, ‘headquarters-to-headquarters’, and ‘as the crow flies’. Anomalous distances and their designations include the following (in both directions):

Courtenay – Powell River	deemed over 50 km
Duncan – Ganges	deemed over 50 km
Victoria – Ganges	deemed over 50 km
Qualicum – Powell River	deemed over 50 km
Campbell River – Powell River	deemed over 50 km
Nanaimo – Sechelt	deemed over 50 km
Mainland – Gulf Islands/Vancouver Island	deemed over 50 km

(e) Division

A division for the purposes of this Article shall mean an organizational unit headed by a manager reporting directly to a Vice-President or Senior Vice-President. Powertech shall be considered as a separate division for purposes of the application of this Article. By way of example, the Customer Services Managers reporting directly to the Senior Vice-President of Customer Services shall be considered to head separate divisions for the purposes of this Article. Similarly, Power Supply Managers reporting directly to the Senior Vice-President Power Supply shall be considered to head separate divisions for the purposes of this Article.

9.02 **NOTICE OF DISPLACEMENT/LAYOFF - REGULAR EMPLOYEES**

(Refer to MOU # 85)

The Employer will provide the Union with at least 90 calendar days written notice when regular employees are to be displaced. The notice provided will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.

In the event that regular employees are laid off, the Employer shall provide such employees with written notice of layoff or pay in lieu of such notice in accordance with the following:

6 months continuous service	2 weeks
3 years continuous service	3 weeks

and for each year of continuous service in excess of 3 years, one additional week to a maximum of 8 weeks.

9.03 **SEVERANCE PAY - REGULAR EMPLOYEES** (Refer to MOU # 85)

A regular employee whose employment is terminated in accordance with the provisions of this Agreement, except for just cause, shall be entitled to severance pay in accordance with the following:

(a)	on completion of 6 months but less than 2 years of continuous service	2 weeks;
(b)	and for each additional year of continuous service equal to or greater than 2 years	2 weeks to a maximum of 52 weeks.

9.04 **MEETING TO REVIEW IMPACT**

At the request of the Union, the Employer will meet with the Union within 7 calendar days from the date of the request, to review the effects of the intended displacement of any regular employees. This review will include the identities of the regular employees whom it is anticipated will or may be displaced.

9.05 **PLACEMENT IN VACANT POSITIONS WITHIN THE BARGAINING UNIT**

(Also refer to MOU #19 and MOU #23)

The Employer shall offer vacant positions in their headquarters, local geographic area and in the company - in that order - to regular employees who are subject to displacement. Such placement in vacant positions shall be based on ability and seniority, in that order. In such cases the Union agrees to waive the requirement to post such vacancies. Any offer of placement shall be limited to an equal or lower level job group to the job from which the employee was displaced. Additionally, a regular employee who is subject to displacement and who is in receipt of blue-circle salary treatment, may be offered placement into a job group level up to and including that at which the employee's salary is blue circled.

These employees shall be eligible for training:

(a) for the operation of new equipment and/or performing new procedures;

(b) for qualifying for new jobs created by such changes;

(c) for other vacancies within the company for which they may be qualified.

9.06 **PLACEMENT IN VACANT POSITIONS OUTSIDE THE BARGAINING UNIT**

Regular employees who are subject to layoff shall have the right to accept or reject reassignment by the Employer to any positions or jobs outside of the bargaining unit which may be offered to these employees by the Employer. In the event that a regular employee who is subject to layoff accepts such reassignment, s/he shall continue to be subject to the provisions of this Article for so long as s/he has a right of recall or a right to return to a former position in accordance with the applicable provisions of this Article. The seniority of such employee shall continue to accrue for all purposes under this Agreement for so long as s/he has said rights, provided the employee continues to pay his/her Union dues. Upon expiration of the recall period or the forfeiting of recall rights, an employee placed in a regular position with the Employer(s) shall not be entitled to severance pay as set out in Article 9.03.

9.07 **BUMPING PROCEDURE** (Refer to MOU # 85)

(a) A regular employee who is subject to displacement shall have the right to bump in accordance with this Article. Such employee shall exercise his/her bumping rights within his/her division then company-wide, in that order. Employees who exercise their bumping rights will not be required to change their status in terms of full-time or part-time. That is, where a 'least senior' bump under Article 9.07 would require the employee to change their status, the 'least senior' bump of the same status will also be offered. Job shares will be considered 2 PTR's for the purposes of bumping.

(b) Providing the affected regular employee has greater seniority, the employee may bump, only within the employee's current division, an incumbent with less seniority:

1. in the same job, or;

2. in a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;

3. in a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer, or B.C. Hydro's Job Evaluation department,

whichever is applicable, and provided the employee is currently employed within the “job hierarchy”, or;

4. in a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.

Notwithstanding the foregoing, when an employee elects to exercise his/her bumping rights into a job and there is more than one incumbent in that job at a given headquarters, the employee must bump the least senior incumbent in that job at that headquarters. In the event the employee is denied the bump of the least senior incumbent as outlined above, the employee may then elect to bump the next least senior incumbent in that job at that given headquarters. Should subsequent bumps be denied, the above process may be repeated at the employee’s option.

(c) Only if the affected regular employee has greater seniority and is unable to bump into a job within his/her local geographic area in accordance with the above, the employee may then bump outside his/her current division and within his/her local geographic area, the employee with the least seniority:

1. in the same job, or;

2. in a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;

3. in a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer or B.C. Hydro's Job Evaluation department, whichever is applicable, and provided the employee is currently employed within the "job hierarchy", or;

4. in a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.

(d) Only if the affected regular employee has greater seniority, and is unable to bump in accordance with the above, then the employee may bump outside his/her current division, on a “company-wide” basis, the incumbent with the least seniority:

1. In the same job, or;

2. In a previously permanently held job, or a job derived from it as determined through the Employer's or B.C. Hydro's job evaluation historical records, or;

3. In a job at a lower level not previously permanently held, provided the job is part of a "job hierarchy" as determined by the Employer or B.C. Hydro's Job Evaluation department, whichever is applicable, and provided the employee is currently employed within the "job hierarchy" or;

4. In a job at a lower level not previously permanently held, provided the employee has the ability to perform the job.

(e) For the purposes of administering the bumping process only, where more than one regular employee is affected and elects to bump into the same job, the employees involved shall bump in order of seniority, until the bumping process is completed.

(f) Bumping shall occur only as stated in the foregoing provisions unless otherwise agreed by the Parties. Bumping to a position at the same level that has not been previously held by a regular employee may be implemented by agreement of the Parties.

(g) A regular employee who is bumped under the foregoing provisions may in turn exercise his/her seniority to bump another employee in accordance with this Article.

(h) Non-shift employees who exercise their bumping rights will not be required to accept a shift position. Should a non-shift employee refuse a shift position as per this Article, the employee cannot then choose to bump into a shift position within the same job at a later point in that bumping process. For clarity, this Article does not apply to employees who are shift employees at the time their options are made available.

(i) An employee who is on extended leave such as WCB, Long Term Disability, Pregnancy Leave, etc. will be included in the displacement and/or directed relocation process. The employee will be notified of displacement and directed relocation but will not have to exercise their options until they are deemed fit to return to active duty. In cases where it is practical (e.g. education leave, pregnancy leave) the displaced or relocated employee would be approached to participate at the time on a voluntary basis. If there is any doubt as to the employee's fitness (physical and/or mental), they will not be required to participate until they are deemed fit and able to return to active duty.

9.08 **EMPLOYEE OPTIONS**

A regular employee who is subject to displacement shall have the right to select one of the following options. Upon written presentation of the options, the employee shall have 3 full working days to select an option. This time limit may be extended by the mutual agreement of the Parties:

(a) accept training, if applicable; or

(b) accept placement in a vacant position, either within or outside the bargaining unit, in accordance with the provisions of this Article; or

(c) exercise the bumping rights referred to in this Article; or

(d) accept layoff, retaining the right to recall and to severance pay in accordance with this Agreement; or

(e) accept severance in accordance with Article 9.03 of this Agreement.

9.09 **LAYOFF**

In the event that a regular employee is not trained, placed or is unable or declines to bump, under the terms of this Article, the employee shall be laid off, unless such employee accepts severance pay in full in accordance with Article 9.03 of this Agreement.

9.10 **SENIORITY ACCRUAL DURING LAYOFF**

In accordance with Article 6, seniority shall accrue for all purposes under this Agreement, for the duration of a regular employee's recall period, provided the employee is recalled to work prior to the end of such recall period.

9.11 **NO BENEFIT ENTITLEMENT DURING LAYOFF**

A regular employee on layoff is not entitled to employee benefits.

9.12 **RECALL PERIOD** (Refer to MOU #19)

The laid off regular employee's name shall be placed on a recall list for 2 years and considered for any regular vacancy of an equal or lower job group in accordance with Clause 9.13 below. Notice of recall for placement interview purposes shall be made personally or by double registered mail. Should the employee fail to respond to the registered mail notice within 5 working days, unless such time is extended by the Employer, the employee's name shall be dropped from the recall list. A copy of such

notice shall be sent to the Union. The laid off employee is responsible for providing the appropriate Human Resources contact with his/her current mailing address and telephone number.

The Employer will maintain an up-to-date recall list and provide a copy to the Union upon request. Any grievance filed with respect to not being recalled shall be in accordance with the provisions of Article 3 of this Agreement.

9.13 **RECALL TO WORK**

(a) Recall to the regular job from which the employee was laid off shall be made on the basis of seniority (i.e. last off, first on).

(b) Recall to other regular positions shall be limited to jobs which are of an equal or lower job group to the job from which the employee was last laid off. Such recall shall be made on the basis of an employee's past record of ability and seniority.

9.14 **RETURN TO FORMER POSITION**

A regular employee with the highest seniority who was previously displaced from a job shall have preference to return to his/her original job in the same department if such job becomes vacant or is re-established and if the vacancy arises within 2 years of the date of displacement from the job. In the application of this clause, the Union agrees to waive the requirement to bulletin.

9.15 **IMPACT ON PAY RATES**

(a) Where a regular employee is displaced from his/her position and assumes a lower level position, the employee will be given blue-circle salary treatment.

(b) An employee receiving blue-circle salary treatment in accordance with 9.15 (a) above will be granted continued protection in the event s/he receives a promotion from the lower level job. Continued salary protection will not be extended to employees leaving their position for lateral transfers or demotions.

(c) Upon recall to his/her former job, an employee shall receive his/her former rate of pay plus any negotiated increases applicable to the period prior to recall. Salary treatment of recall to other positions as described in Clause 9.13(b) above shall be made in accordance with the following:

(i) An employee with one or more years' service in the higher grouped job will retain his/her rate if it is not beyond the maximum of the lower grouped job. If an employee's rate is beyond the maximum of the lower grouped job, the employee's rate will be reduced to maximum.

(ii) An employee with less than one year's service in the higher grouped job will assume the salary the employee would have attained had he/she moved to the lower grouped job on the same date he/she moved to the higher grouped job.

9.16 DIRECTED RELOCATION

(a) When the Employer is contemplating a directed relocation of the established headquarters of a regular employee who is not otherwise displaced, full consideration will be given to the employee's family needs and preferences prior to directing relocation.

(b) Where there are multi-incumbents in a job and one or more but not all of the incumbents are to be transferred to their job at another headquarters, subject to operational requirements the incumbent with the greatest seniority and present ability to perform the work shall be offered the position first. In the event that none of the incumbents elect to fill the position, the incumbent with the least seniority and present ability would be directed. In the case of a directed relocation beyond a regular employee's local geographic area, as defined in this Article, an employee will be accorded the options set forth in this Article.

(c) Employees will be given not less than 90 days written notice of a permanent directed change in established headquarters. A copy of this notice will be forwarded to the Union.

9.17 MOVING EXPENSES

(a) Moving expenses arising with respect to any displacement under this Article shall be paid for by the Employer in accordance with Clause 5.12 (c) and Clause 5.12 (d). Employees being recalled to positions in accordance with this Article are not entitled to moving expenses.

ARTICLE 10

BENEFIT PLANS

(Refer to MOU #9 and MOU #16)

10.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

(a) All employees except casual shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan of B.C.

(b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan.

(c) (i) Eligible new employees (except Casual and those hired for vacation relief) are covered under the Medical Services Plan effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month.

(ii) Eligible new employees as in (i) above are covered under the Extended Health Care Plan effective date of hire.

(iii) Vacation relief employees are covered under the Medical and Extended Health Care Plans effective the first day of the month following 4 continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.

(d) Premiums for both plans will be paid by the Employer. Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans.

(e) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

(f) Members of the Union who retire from the Employer's service on pension and who have completed 10 years of service may continue to be covered under the above plans with the Employer paying premiums indicated in this section.

NOTE: The word "month" as used above means "calendar month".

Notwithstanding that the renewal collective agreement will expire on March 31, 1997, the parties are agreed that effective December 31, 1997, the existing Clause 10.01(f) will be replaced by the following:

> Members of the Union who retire from the Employer's service on pension after December 31, 1997 and who have completed ten (10) years of service may elect to be covered under the Extended Health Care and Medical Services benefits plans administered for retired BC Hydro employees with the Employer paying premiums as indicated in this section.

10.02 **GROUP LIFE INSURANCE**

The Employer shall continue to provide a Group Life Insurance program which provides coverage of 200% of annual basic earnings. Premiums for this plan shall be paid by the Employer and dividends will accrue to the Employer. Except for casual employees and employees hired for temporary vacation relief enrollment is compulsory for all employees and plan coverage is effective date of hire. Enrollment for vacation relief employees is compulsory after 4 months' continuous service. Employees who retire from company service after at least 10 years' service will continue with Group Life Insurance during retirement with the premium payable and the dividend collectible by the Employer. Immediately upon retirement the coverage will be 50% of that in effect prior to retirement. It will reduce annually thereafter on each anniversary of retirement by 10% of the amount in effect prior to retirement until a minimum of $1,000 is reached and this latter amount shall remain in effect for the remainder of the retired employee's lifetime.

10.03 **DENTAL PLAN** (Also refer to MOU #19) <u>(Refer to MOU # 85)</u>

All regular employees and Full-Time Temporary Employees with greater than one year of continuous service shall be eligible for coverage under a dental plan provided by the Employer which will provide benefits equivalent to those offered by Medical Services Association as of the date of signing of the Agreement in Plan A 95% effective 1 April 2001, Plan B 65% effective 1 January 1999, and Plan C (50% co-insurance) with a limit of $2500 effective 1 April 2001 maximum lifetime benefits per person enrolled in the plan. Enrollment and continuous coverage in the dental plan is a condition of employment for eligible employees except that employees covered by another dental plan may elect not to participate in the company plan. Coverage commences effective the date of hire for regular employees

and following one year of continuous service for Full Time Temporary employees. The cost of the dental plan shall be paid by the Employer.

The parties agree that, in cases where spouses are both employed by BC Hydro, each spouse is entitled to the benefits of the dental plan.

10.04 ACCIDENT INSURANCE

Effective 1 January 1995, the Employer agrees to pay 100% of the premiums for an Accident Insurance Plan for 24 hour coverage. Subject to the terms of the Plan, the maximum death benefit shall be $200,000, and maximum dismemberment benefit shall be $75,000.

10.05 FLEXIBLE BENEFITS PROGRAM

(a) Effective 1 January 1995, employees may elect to be covered by the benefit package outlined in clauses 10.01 through 10.04 (defined as Level 2), or by benefit Level 1 or Level 3 as detailed below.

(b) Optional benefit levels provide the following coverage:

Level 1	Level 3
(a) Group Life Insurance	(a) Group Life Insurance
(b) Accident Insurance	(b) Accident Insurance
(c) Extended Health	(c) Extended Health
(d) Dental Plan	(d) Dental Plan
	(e) Medical Services Plan

(c) Eligible Employees opting for Level 1 benefits shall receive a monthly payment in an amount approximately equal to the reduced cost of these benefits relative to the cost of Level 2 benefits. It is understood and agreed that an Employee shall only have the right to opt for Level 1 benefits if the Employee can provide satisfactory proof that he or she is otherwise covered by Medical Services Plan. Eligible Employees opting for Level 3 benefits shall pay, on a monthly basis, the approximate additional cost for these benefits relative to the cost of Level 2 benefits.

(d) Eligible employees will initially enroll on their date of hire (or the date they first become eligible, if later). Following the initial enrollment, there will be an annual re-enrollment for Flexible Benefits, Voluntary Accident Insurance and the Direct Pay Drug Plan with changes effective on January 1 each year. At this time, eligible employees may change their Flexible Benefits by only one level up or down from their current level.

(e) Changes in Flexible Benefits, Voluntary Employee Accident Insurance, Voluntary Family Accident Insurance and the Direct Pay Drug Plan will also be allowed at other times during the year if:

(i) dependent status changes (i.e. the employee acquires dependents or no longer has dependents), or

(ii) the employee loses MSP, extended health, or dental coverage that was previously available through the spouse.

An employee may only move one level up or down during the year.

10.06 **VOLUNTARY BENEFITS**

(a) In addition to the above, effective 1 January 1995 the following Voluntary Benefits shall be available to all eligible Employees with the full cost of such benefits paid for by the Employee on a monthly basis:

(i) Voluntary Employee Life Insurance
(ii) Voluntary Spouse's Life Insurance
(iii) Voluntary Employee Accident Insurance
(iv) Voluntary Family Accident Insurance
(v) Direct Pay Drug Plan (Level 2 and 3)

10.07 **DETAILS ABOUT BENEFIT PLANS**

Details about the benefit plans referred to in this Article are provided in the Employer's Benefit Brochure dated November 1994. It is understood that Level 1, Level 3, and Voluntary Benefits may be subject to change by the Employer. However, during the term of the current Collective Agreement, the Employer will seek the concurrence of the Union prior to making any changes.

10.08 BENEFIT PLANS ON LEAVE OF ABSENCE

(a) An employee on leave of absence without pay, for reasons other than sick leave, maternity leave or adoption and paternity leave for a period of 15 days or more in any calendar month is required to prepay the whole cost of benefit plans as outlined in 10.01, 10.02, 10.03, 10.04, and 10.05 above in respect of that month.

(b) Employees who are on Leave of Absence in accordance with Article 1.05 as full-time paid officers or employees of the Union, shall be eligible for coverage under all company benefit plans, on condition that the Employer's share of the cost of such plans is borne either by the Union or the Employee.

NOTE 1: Coverage in all Benefit Plans will be effective immediately following the completion of the qualifying period, if any.

NOTE 2: Further details on these plans are provided in the Supplementary Information attached to this Agreement.

10.09 BENEFITS DURING STRIKE OR LOCK OUT

The Employer agrees that in the event of any legal strike by the Union or legal Lock Out by the Employer, the Employer shall continue to provide existing benefit plan coverage, excluding Pension Plan, for those employees affected, provided the Union pays the total costs of benefit plan coverage to the Employer on or before the regular due date. By mutual agreement between the Parties, the Employer may pay the total cost of the benefit plan coverage and recover these costs from those employees affected on their return to work.

ARTICLE 11

WORKING HOURS

(Refer to MOU # 85)

11.01 The hours of work of all employees, except part-time and casual employees (Article 1.06(b) and (d)), shift employees (Article 12.05) and those otherwise specifically mentioned in this Agreement, shall be as follows:

(a) Working Hours

1. The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7 1/2 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.

2. Notwithstanding Article 11.01(a)1 above, full-time regular employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the 17 RWWL days to be earned in the following calendar year. Since the cash payment will be made in advance of the RWWL being earned, a pro-rata adjustment will be made if the employee terminates from the Employer before the end of the calendar year in which he/she receives the cash payment.

3. Full time temporary employees may elect to receive either time or cash for RWWL days to be earned. Time is defined as one full day off in each of the 17 bi-weekly pay periods which do not contain a statutory holiday. Cash is defined as 7% of gross bi-weekly earnings paid on a bi-weekly basis.

   Temporary employees cannot take RWWL days off in advance of having earned them.

(b) Standards and Authorized Variations

1. "Standard" means the condition specified in the Agreement.

2. "Authorized Variation" means a range of alternatives specified in the agreement, within which range a supervisor may vary from the standard due to operational requirements. The supervisor will provide employees with two weeks' notice where an authorized variation is to be used.

(i) To the extent possible, authorized variations will be agreed to between the supervisor and the affected employee(s). Where agreement is not reached, the supervisor's change to an authorized variation will not be arbitrary, discriminatory, or in bad faith, and consideration will be given to an employee's personal circumstances, and, where applicable, to an equitable sharing of preferred and unpreferred hours of work, prior to the change being implemented. It will be the responsibility of the employee(s) to inform their supervisor of the impact of the proposed change to the hours of work.

(c) Work Day

1. 7 1/2 consecutive hours of work, exclusive of lunch period.

(d) Work Week (Refer to MOU # 85)

1. The standard will be Monday through Friday.

2. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, customer accounts, customer telephone enquiries or credit services. All employees of NCS are also covered by this variation. This list may be amended by agreement of the Parties.

(e) Starting Time

1. The standard starting time will be 08:00.

2. The authorized variation will be a starting time between 06:00 - 10:00.

(f) Lunch Break

1. The standard will be per current local practice.

2. The authorized variation will be 1/2 hour or one hour.

(g) RWWL Application

All employees are required to take all RWWL days as time off in the year in which they are earned and at a time which does not conflict with essential departmental requirements as follows:

1. The Process for scheduling RWWL days will be as follows:
   For employees hired after July 1, 2005:

   i. By January 31st of each year, employees must schedule at least 9 of the RWWL days they have not elected to exchange for cash pursuant to 11.01 (a) (2). These days must be scheduled to be taken by July 31st. An employee may request to re-schedule these days to be taken after July 31st with permission of their manager and subject to operational requirements.
   ii. By July 31st of each year, employees must schedule the remaining RWWL days to be taken by the end of the current year.
   iii. Any RWWL days not scheduled by July 31st will be scheduled at BC Hydro's discretion prior to the end of the current year.

2. For employees hired prior to July 1, 2005:

   i. By January 31st of each year, employees must schedule at least 6 of the RWWL days they have not elected to exchange for cash pursuant to 11.01(a)(2). These days must be scheduled to be taken by July 31st. An employee may request to re-schedule these days to be taken after July 31st with permission of their manager and subject to operational requirements.
   ii. By July 31st of each year, employees must schedule the remaining RWWL: days to be taken by the end of the current year.
   iii. Any RWWL days not scheduled by July 31st will be scheduled at BC Hydro's discretion prior to the end of the current year.
   iv. Employees can bank up to 5 RWWL days in accordance with 11.01(g)1. Employees are encouraged to take all of their RWWL: days.

      a. In the event that a manager cancels an employee's scheduled RWWL day, and it cannot be rescheduled in the current year, then the day will be carried forward and must be taken in the following year.

      b. If an employee is unable to take her/his RWWL days in the year it is earned because s/he is on leave of absence as per the collective agreement, these day(s) will be carried forward and must be taken within one year of returning to work.

3. RWWL application is dependent on cooperation and flexibility at scheduling time. Supervisors and staff should discuss the situation to gain a clear understanding of the needs of both the employee(s) and their supervisor to arrive at a mutually acceptable schedule.

4. RWWL will apply only to full-time regular and full-time temporary employees. Except for newly hired employees and terminating employees, a person's RWWL allowance will be earned by full-time regular and full-time temporary employees in service during that period.

5. Employees who are hired or who terminate during a period will earn and be paid out the period's RWWL allowance on the basis of 1/9 of that period's RWWL allowance for each day worked during that period.

6. An equivalent percentage payment of RWWL will apply to part-time regular and casual employees in accordance with Article 1.06(b) and (d) of this Agreement.

7. Employees on leave of absence without pay for a pay period will not earn RWWL for that pay period.

8. For those employees on sick leave, long term disability or leave of absence, if the employee received pay from B.C. Hydro for any part of the pay period, he/she earns the RWWL day for that period.

(h) The Parties will jointly initiate and monitor some "flextime" experiments in agreed units of Hydro's organization, independently of RWWL, during the life of the Agreement.

(i) In cases where hours of work must be varied to obey Provincial Fire Regulations, or Forest Management Licensee Requirements, such work as is carried out under these conditions shall be at straight-time for the first 7 1/2 hours.

(j) Policies and bulletins issued by the RWWL Task Force have been deleted and/or incorporated into the collective agreement where applicable. There is no intent to change the application or principles of the RWWL provisions.

(k) Security Guards

All security guards shall have their hours scheduled in accordance with Article 11.01(a). However, it is recognized that an 8 hour day may be required for certain security guard shifts. A guard working such a shift shall be paid the same amounts as he/she would have

been paid had he/she worked the normal work day and week as in Article 11.01(a), above, and shall bank time worked between 7 1/2 hours and 8 hours per day which shall be taken off at straight-time rates at a time mutually agreed between the employee and his/her supervisor. In such cases overtime rates will apply to time worked beyond 8 hours in any day. In addition to the foregoing, RWWL will apply as provided in Article 11.01(a).

(l) Meter Readers

1. In general, Meter Readers shall work a 157 1/2 hour, 21 day month, reduced, as appropriate, by RWWL, as provided in Article 11.01(a). The working day shall include office reporting and clerical time, travel time from office to start of route, and shall commence at 08:00.

2. It is the intent of both Parties to this Agreement that a 157 1/2 hour month shall take care of moderate day-to-day variations in hours of work due to scheduling difficulties. Monthly time in excess of 157 1/2 hours is to be paid at overtime rates or on the basis of time off according to Article 11.02. Daily and hourly rates shall be calculated on the basis of 7 1/2 hours per day.

(m) Restoration Centre

Employees in this section shall work a 37 1/2 hour week and not more than an 8 hour day. The provisions contained in this clause may be modified within the limits of any plan for scheduling the work of the employees over periods of time which shall be approved by the Union and the Restoration Centre Supervisor. In addition the provisions of Article 11.01(a), above, shall apply.

11.02 **OVERTIME PAYMENTS**

(a) This clause applies to all employees except shift work employees and employees subject to flexible hours.

(b) All time worked in excess of the hours stated in the preceding clauses of this section shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays shall be at overtime rates plus regular salary, except as provided in Article 13.01(e) of this Agreement. All time worked on Saturdays, Sundays and Statutory Holidays will be paid at double time rates.

(c) Notwithstanding Article 11.02(b), all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to employees conducting the training.

(d) Overtime Banking (Non-shift Work Employees)

Employees may transfer to the time off bank defined in Article 11.10 up to 100% of monies earned for working overtime, to be either taken as time off in lieu of wages or paid out, no later than September 30 in the year following the calendar year in which it is earned. Overtime shall be credited to the bank in hours. Overtime banked prior to July 1, 2005 may be maintained in the time off bank.

11.03 **FLEXIBLE HOURS OF WORK**

(a) An employee whose job duties include: making presentations regarding the promotion of safety; representing the Employer at home improvement shows (including the PNE), trade shows, trade and contractor association meetings, and shopping centre displays; and making speeches to organizations such as service clubs, may be required to work flexible hours as defined below in order to attend such events.

(b) Employees engaged in such work (as defined in 11.03(a) above) will not be required to work more than a maximum of 10 weekends per year under the flexible hours provision.

(c) For purposes of this clause, and subject to the provisions of Article 11.01(a)1 and 2, the flexible work period shall be 37.5 hours consisting of a maximum of 5 consecutive days, Monday through Sunday. Time worked on scheduled days off will be compensated at double time rates.

(d) A work day of any consecutive 7.5 hours, exclusive of lunch period, may be scheduled between 06:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.

(e) The Employer will provide as much advance notice as possible of a requirement to work flexible hours. Work scheduled under this clause will not interfere with scheduled annual vacation.

(f) Where an employee subject to flexible hours works more than 7.5 hours per day, meal entitlements will be in accordance with Article 11.04.

(g) Where the majority of working hours fall outside the hours of 08:00-16:30, a premium of 1/2 hour at straight time will be paid. This premium will not apply to time worked on scheduled days off, annual vacations, statutory holidays, or scheduled days off in lieu of statutory holidays.

(h) All time worked on annual vacations shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time rates plus regular salary, except as provided in Article 13.01(e).

11.04 OVERTIME, TRAVEL TIME PAYMENTS AND MEAL INTERMISSIONS

(Refer to MOU # 85)

(a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, traveling time will not apply.

(b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no traveling time will be paid.

(c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates.

(d) All overtime worked between the hours of 00:00 and his/her normal starting time shall be paid for at 200% of straight-time rates.

(e) Notwithstanding the provisions of Clause 11.04(i), a call-out occurring within a period of 4 hours prior to the commencement of the employee's regular working day or shift will nevertheless require the employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.

(f) Where an employee is required to work less than 2 hours beyond his/her regular shift, a 1/2 hour unpaid meal period will be allowed.

(g) An employee will be paid for a 1/2 hour meal period at the prevailing overtime rates, and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred:

1. where the actual overtime worked, exclusive of any meal period, is 2 hours or longer before or after the regular day or shift;

2. where an employee is called in and works 4 hours overtime;

3. where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift.

4. where an employee misses a paid meal period to which the employee is entitled, he/she shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.

(h) Where work is pre-scheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Employer will not be required to provide lunch or pay for meal time if taken.

(i) An employee who has worked overtime shall return to work, after 8 hours' rest, but only if the employee can do so by the mid-point of his/her regular shift unless he/she will report earlier by mutual agreement. Whether or not the employee does report to work, the employee shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if his/her overtime finished at or before 8 hours prior to the mid-point of his/her regular shift on the day in question, the employee must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her 8 hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

(j) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:

1. Provided that normal means of transportation is not available.

2. Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.

3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her supervisor during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

11.05 **REPORTING AT LOCATIONS OTHER THAN ESTABLISHED HEADQUARTERS**

If an Employee is required to report for his/her regular day's work at a location other than his/her established headquarters, traveling time at the appropriate rate will be paid to and from that location, less the amount of time normally taken by the Employee to travel to and from his/her established headquarters. Mutually acceptable arrangements will be made with respect to travel arrangements and allowances, but no such arrangement will reduce any entitlement of the Employee under this Collective Agreement.

11.06 **MINIMUM PAID PERIODS** (Refer to MOU # 85)

(a) If an employee is required to remain at the work place to work overtime, the employee will be paid for a minimum of 1/2 hour. Time worked beyond the first 1/2 hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to his/her normal work location, aside from a normal meal intermission, or if the employee is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on his/her scheduled day off (e.g. RWWL day) will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in traveling to and from his/her normal work location.

(b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time the employee leaves his/her residence. One-half hour at the prevailing rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply.

11.07 **PREMIUM PAYMENTS**

(a) An employee who is required to work or travel underground shall be paid a premium of 10% of his/her prevailing rate for actual time involved. The premium rate will cease to apply when the actual site

of work in a tunnel or underground cavern has been completed to its final underground structural condition, e.g. natural rock; natural rock with gunite; natural rock with bolts; gunite, steel supports or concrete lining, in any combination or proportion. A vertical shaft will be considered an underground structure.

(b) An employee who works underground during a half shift will be paid the underground premium for that half shift, and an employee who works at least 6 hours underground in a day will receive the underground premium for all time worked on that shift, including any overtime.

(c) Where the underground premium is paid and an employee is required to work underground for a majority of the time and during both halves of any one shift the lunch period for that shift will be paid for at straight-time rates.

(d) Where an employee is required to work on transmission towers at a height above ground of more than 24 meters (80 feet) the employee will receive a straight-time premium for such actual time worked only.

(e) A high time premium of 10% of regular pay will be paid when an employee is actually working on staging and scaffolding, or where the employee is supported by a safety belt or rope, at heights of 9 meters (30 feet) or more above a fixed platform, safety net, or natural ground surface. This clause is applicable to work under bridges when the above conditions apply. The minimum premium payable will be that for one hour.

(f) Helicopter Premiums

1. Life insurance of not less than $150,000.00 shall be provided for employees working in or under or traveling in helicopters.

2. Employees who are actually engaged in working in or under helicopters shall be paid a premium of 25% over and above their base or floor rate, whichever is the greater.

3. A helicopter premium of 25% of regular pay will be paid when an employee is traveling with another employee in receipt of a helicopter premium.

(g) Training Premium Pay

In classroom training situations, where an employee who does not have responsibility for conducting training as part of their defined job

duties is assigned to conduct such training, they shall be paid a premium of 5% of their normal hourly rate for all time spent in instruction.

(h) Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

(i) For reference to Provincial Fire Regulations or Forest Management Licensee Requirements see Article 11.01(j).

11.08 **STAND BY ARRANGEMENTS: RESTORATION CENTRE**
(Refer to MOU # 85)

(a) An employee scheduled on standby, whether or not the employee carries a pocket pager, will be paid 2 hours at straight-time for the 24 hour period commencing daily at 08:00 Monday to Thursday, inclusive, 3 hours at straight-time for the 24 hour period commencing at 08:00 Friday, and 4 hours at straight-time for the 24 hour period commencing at 08:00 on a Saturday, Sunday or statutory holiday.

(b) Where possible standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours' notice of standby duty, the employee will be under no compulsion to accept such duty.

(c) No employee will be compelled to accept standby on 2 consecutive weekends or on 2 consecutive holiday weekends.

11.09 **TELEPHONE CONSULTATION**

(a) Where an employee is consulted by a supervisor or the supervisor's delegate by telephone outside of the employee's normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

1. Pay per telephone consultation equivalent to 1/2 hour or the length of the call, whichever is greater, at overtime rates, for calls prior to 23:00, and one hour's pay at double time (200%) for calls between 23:00 and 07:00, except as indicated in 2. below.

2. If a second or successive telephone consultation takes place within 1/2 hour of the end of a preceding call, it will be

construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in 1. above.

3. The telephone consultation premium will not be paid if an employee is on standby duty.

11.10 **TIME OFF BANK** *(Refer to MOU #50)*

(a) Banked RWWL days, banked overtime, and unused A.V. from previous years entitlement shall be maintained in a single time off bank, subject to articles 11.01(g)2, and 11.02(d) or 12.05(i).

(b) Time may be banked without limit. Time off at the employee's request must be taken at a time mutually agreed upon with the employee's supervisor, and is subject to essential departmental requirements. Such agreement will not be unreasonably withheld by the Employer.

(c) The time off bank may only be paid out in cash due to exceptional circumstances upon application by the Employee when approved by a senior manager, or upon termination. In such cases, the time bank shall be withdrawn at the employee's base rate in effect on the day prior to payout.

(d) An employee on a recall list may access the cash pay-out under Clause 11.10(c) at the time he/she is placed on the recall list and at 8 month intervals thereafter.

ARTICLE 12

SHIFT WORK

(Refer to MOUs #20, #49, #51)
(Refer to MOU # 85B for Customer Care Shift Work)

12.01 For shift work clauses effective prior to 1 January 1982, refer to previous collective agreement.

12.02 The Employer's various operations have required and may continue to require shift work.

12.03 (a) The Employer will provide the Union and affected employees with 3 months' notice prior to introducing new shift requirements in a work area (i.e. a shift that is not currently in use in the work area or that has not been used in the work area in the preceding 12 months) This will include work areas that already have shift requirements. This notice period is required even if the new shift is added during the course of the normal shift sign-up.

(b) The Employer will provide the Union and affected employees with 3 months' notice if there is a required change to a full-time employee's shift due to operational reasons If such notice is not given for a required shift change, then the full-time employee will attract overtime wages for the hours worked outside their normal shift schedule until the required notice period is satisfied.

(c) For clarity, the notice period outlined above is not required when canceling an already existing full-time shift (i.e. the shift is no longer required in the work area) so long as the cancellation occurs during the course of the normal shift sign-up. If the cancellation occurs at a time other than normal shift sign-up, paragraph (b) will apply.

(d) For further clarity, a notice period is not required when simply shifting the number of employees required on currently existing shifts so long as this change to the employee complement occurs during the course of the normal shift sign-up. For example, a change may occur to a full time regular employee's shift from the last shift schedule due to the required employee complement being changed. This is to be expected during the course of normal shift sign-up and would therefore not require notice.

12.04 Should an employee's position become a shift position, the employee will have the option to either:

(Refer to MOU # 85B for Customer Care Shift Work)

(a) accept the shift position, or

(b) decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 7.10; the employee who has declined the shift position will continue to work regular days and hours, subject to departmental requirements, or will be treated in accordance with the provisions of Article 9.

12.05 With the exception of Restoration Centre employees, where employees work shifts, they shall be governed by the following conditions:

(a) Working Hours

1. (i) The hours of work of all FTR and FTT shift employees shall be the equivalent of 35 hours per week. This will be done by allowing 17 days a year reduced work week leave in lieu of the 35 hour week. An RWWL day will be earned in each of the 17 biweekly pay periods which do not contain a statutory holiday.

(ii) The hours of work for all PTR shift employees shall be in accordance with Article 1.06(b) and MoU #71.

(iii) The hours of work for all casual employees who work shift work shall be in accordance with Article 1.06(d) and MoU #71.

2. Notwithstanding Article 12.05(a)1 above, full-time regular employees may elect by 1 December of each calendar year to take a cash payment in lieu of time off for any of the 17 RWWL days to be earned in the following calendar year. Since the cash payment will be made in advance of the RWWL being earned, a pro-rata adjustment will be made if the employee terminates from the Employer before the end of the calendar year in which he/she receives the cash payment.

3. Full time temporary employees may elect to receive either time or cash for RWWL days to be earned. Time is defined as one full day off in each of the 17 bi-weekly pay periods which do not contain a statutory holiday. Cash is defined as 7% of gross bi-weekly earnings paid on a bi-weekly basis.

4. Notwithstanding the provisions outlined in Articles 11.01(g)1 and Article 11.01(g)2, it is intended that where RWWL days are available to be taken as time off they will normally be

(Refer to MOU # 85B for Customer Care Shift Work)

scheduled to allow shift employees one full day off in each 3 week period excluding the last week of the calendar year.

(b) Work Day

Any consecutive 7 1/2 hours of work, exclusive of lunch period, in a 24 hour period.

(c) Work Week

Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays.

(d) Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 11 days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

(e) Premium Pay

Premium pay for shift workers as outlined in this Article, who are required to work on Sundays and statutory holidays, shall be paid at time and one-half (150%) for those days, except as provided in Article 12.05(f)2.

(f) Shift Premiums (Except NCS)

1. For the purposes of calculation of shift premiums, the day shift is defined as 08:00 to 16:30 and the basis of payment is as follows:

(i) Shift workers shall be paid a shift premium equal to 6.7% of the average hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to 10% of the average hourly rate shall be paid for all hours worked between 00:00 and 06:30.

(ii) Where less than a majority of the hours of a specific shift fall within the period of 00:00 and 08:00, the period from the start of the shift to 06:30 attracts the 10% premium and the period from 06:30 to 08:00 attracts the 6.7% premium.

(Refer to MOU # 85B for Customer Care Shift Work)

(iii) Where a majority of the hours of a specific shift fall outside of the day shift, premium entitlement(s) shall apply to all hours.

(iv) Where a majority of the hours of a specific shift fall within the period 00:00 to 08:00, the portion of the shift between 00:00 and 06:30 attracts the 10% premium and the remainder of the shift attracts the 6.7% premium.

(v) For the purposes of this Article, average hourly rate is calculated on the basis of the average bi-weekly salary of all MoveUP-affiliated employees as at 1 April of each year, converted to hourly rate in accordance with the formula contained in Article 4.01.

2. NCS Shift Premiums

(i) For the purpose of calculating shift premiums, shifts are defined as:

(a)	Day Shift	08:00 - 16:30
(b)	Evening Shift	16:15 - 00:15
(c)	Night Shift	00:00 - 08:00

(ii) The following premiums will be paid where the majority of hours fall within a shift other than day shift or where the shift falls on a Sunday or Statutory Holiday:

(a) Evening and night shifts Monday to Friday - one hour at straight-time rates;

(b) Evening and night shifts Saturday - 2 hours at straight-time rates;

(c) Sundays and statutory holidays - all shifts - 4 hours at straight-time rates.

(iii) Except for day shift (as defined above), where the majority of hours of a shift fall within day shift the following premiums will be paid.

(a) Monday through Friday: 1/2 hours at straight time

(b) Saturday: one hour at straight time

(Refer to MOU # 85B for Customer Care Shift Work)

(g) Lunch Periods

The lunch period will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

(h) Overtime Payments-Shift Workers

1. All time worked in excess of the hours stated in (b) above shall be paid for at the rate of double time (200%). All time worked on annual vacations shall be paid on the same basis plus regular salary. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and Statutory Holidays shall be paid at 200%.

2. Notwithstanding the provisions of Article 11.04(d), shift workers who work overtime between the start time of the scheduled shift and 8 hours prior to the start of the scheduled shift shall be paid at 200% of straight time rates for those hours.

3. Notwithstanding Article 12.05(h)1 and 12.05(h)2, all time worked and/or travel associated with employee training shall be paid at straight time. It is understood that this clause does not apply to the employees conducting the training.

(i) Overtime Banking

Employees may transfer to the time off bank defined in Article 11.10 up to 100% of monies earned for working overtime, to be either taken as time off in lieu of wages or paid out, no later than September 30 in the year following the calendar year in which it is earned. Overtime shall be credited to the bank in hours. Overtime banked prior to July 1, 2005 may be maintained in the time off bank.

(j) Sign-Ups

1. A majority of any group of shift workers may elect to have a sign-up on a seniority basis to establish choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.

(Refer to MOU # 85B for Customer Care Shift Work)

2. Seniority for shift sign-up shall be as defined in Article 6 or by criteria determined by a simple majority of the group concerned subject to approval by the Employer and the Union. Once established, seniority criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up. For all other purposes of this Agreement, seniority shall be established in Article 6.

(k) Notice Of Relief

1. To provide relief coverage for unscheduled leaves of absence due to sickness, accidents, or exceptional circumstances (e.g. public announcements, major storm damage, public emergencies, etc.), the Employer will, where practical, request an employee on a 'seniority down' basis to temporarily change his/her shift. Where no employee voluntarily accepts such a shift change, the Employer will direct an employee to change his/her shift on a 'seniority up' basis. When shift employees' scheduled shifts are changed, 2 calendar days' notice will be provided. If less notice is given, up to the first two of the changed shifts, occurring consecutively, shall be at double time rates as follows:

   (i) 48 hours' notice - no penalty;

   (ii) 24 hours' notice - 1 shift at double time;

   (iii) Less than 24 hours' notice - two shifts at double time.

2. Shift changes incurred by relief employees who are designated as such or shift changes requested by the employee will not be subject to overtime penalties.

ARTICLE 13

STATUTORY HOLIDAYS

13.01 (a) For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

(b) Shift workers shall receive an equivalent number of days off in accordance with the conditions set out in Article 12.

(c) When a statutory holiday falls on a Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with paragraph (a), a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday or holidays fall. The day off in lieu will be chosen by the Employer and taken by employees either individually or in groups at the Employer's discretion.

(d) An employee will receive normal straight-time pay for these days (or any day in lieu thereof granted under Clause (c) above) provided that on the working day immediately before and on the working day immediately following the holiday the employee was at work, or on sick leave (excluding a long term disability period), or on annual vacation, or on RWWL or on approved leave of absence not exceeding 10 working days.

(e) Employees who are required to work on a day designated in lieu of a statutory holiday or holidays as provided in (c) above shall be notified by the Employer of such requirement to work not less than 14 days prior thereto, and in such event shall be paid at straight-time rates and shall have their day in lieu rescheduled as in (c) above providing such rescheduled day shall be consecutive with the weekend on which the statutory holiday or holidays fall. In the event

of notification by the Employer of less than 14 days prior thereto, an employee who works on a designated day in lieu will be paid at overtime rates for all time worked plus regular salary for the day, and shall not be entitled to another day off in lieu thereof.

ARTICLE 14

VACATIONS AND LEAVES OF ABSENCE

(Refer to MOU #39)

14.01 Vacation periods and leaves of absence shall not conflict with essential departmental requirements.

14.02 **YEAR-OF-HIRE VACATION ENTITLEMENT**

(a) Employees hired between 01-01 and 05-31 inclusive and who complete 6 months' continuous service in the calendar year of hire may take 5 days' vacation with pay in the calendar year of hire which, if taken, shall be deducted from their entitlement in their first anniversary year.

14.03 **ANNUAL VACATION ENTITLEMENTS**

(a) An employee shall EARN his/her annual vacation entitlement for any calendar year only when the employee reaches his/her anniversary, although the employee may TAKE his/her annual vacation anytime during that calendar year. Employees are encouraged to take all of their annual vacation entitlement as time off before the end of the calendar year in which it is earned. Annual vacation entitlements with pay shall be as follows:

1. Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

2. Vacation Entitlements

(i) In the calendar year of:

1st - 5th anniversary - 15 days

6th - 8th anniversary - 16 days

9th - 16th anniversary - 20 days

17th - 24th anniversary - 25 days

25th and later anniversary - 30 days

An employee shall not take a vacation in his/her first anniversary year until the employee has completed 6 months continuous service nor until the employee has completed 12 months continuous service if he/she has taken a year-of-hire vacation.

(b) 1. Part Time Regular employees shall be entitled to leave of absence without pay in lieu of and in an amount equal to annual vacation entitlement.

2. Annual vacation entitlement anniversary milestones (as set out in Article 14.03 (a) 2) for Part Time Regular employees shall be pro-rated on the basis of time worked according to service.

3. The annual vacation entitlement for Part Time Regular employees who gain FTR status shall be governed by Articles 14.02 and 14.03 with respect to establishing an anniversary date for paid annual vacation and the taking of paid annual vacation the first year after obtaining FTR status. During the calendar year in which the employee obtains full time regular status it is understood that the employee's entitlement as set out in 14.03 (b) 1 above shall apply.

14.04 **PAYMENT OF VACATIONS** (Refer to MOU # 85)

(a) Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken or, depending upon his/her vacation entitlements, at the rate of 6%, 6.4%, 8%, 10% or 12% of his/her previous year's earnings, whichever is the greater. Adjustments arising out of the percentage application will be made after the employee has completed his/her vacation for the calendar year, and will be calculated using only regular earnings, time bank usage or cash out, and overtime. Notwithstanding the foregoing, deferred and banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

(b) An employee in service prior to 1972, upon termination of service, will receive pay in lieu of any outstanding vacation earned in the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.

(c) IPEC employees who transferred to Hydro 1973-10-01 or later and who had been in service with IPEC prior to 1967, upon termination of service, will receive pay in lieu of any outstanding vacation earned in

the previous calendar year (or the percentage equivalent, if greater) plus the applicable percentage on earnings in the current year to the date of termination.

(d) An employee hired in 1972 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date. IPEC employees who transferred to Hydro 1973-10-01 or later and who had been hired by IPEC in 1967 or later, upon termination of service, will receive final vacation pay prorated to his/her anniversary date.

14.05 PAST SERVICE CREDITS

All employees in or re-entering the Employer's service up to 1971-12-31, who have had previous service with the Employer will receive credit for past service in the determination of vacation entitlement as described in a Letter of Understanding dated 1968-06-25 (see Memorandum of Understanding # 42). All employees re-entering the Employer's service on or after 1972-01-01 will receive credit for past service in determining their vacation entitlements after completing one full calendar year after re-entry.

14.06 BROKEN VACATIONS

(a) Vacations may be taken in broken periods but normally at least 2 weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have selected one period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

(b) An employee shall sign up for vacation within their regular signing group by seniority except that:

1. An employee who has a temporary assignment in an area outside of the employee’s regular signing group prior to vacation sign-up and where the employee selection is during the period of such temporary assignment, the employee shall select their vacation periods in order of seniority within the signing group in the area of the temporary assignment.

2. An employee whose vacation period has already been selected and approved within a signing group shall continue to receive their selected vacation period if they are subsequently directed by management to work outside of that signing group.

3. Where the employee has bid into a temporary assignment outside of their signing group or has otherwise voluntarily taken a temporary assignment outside of their signing group, the manager will make reasonable efforts to accommodate the employee's selected vacation period having regard to operational needs.

14.07 BANKING VACATIONS

(a) Employees with 5 years or more of service will be permitted to bank up to one week of vacation and take it in the following year or later.

14.08 STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE

An employee will be granted one extra day's vacation with pay for each statutory or company-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding 10 working days.

14.09 RELIEVING ON HIGHER-GROUPED JOB

If an employee is relieving on a higher-grouped job at the time the employee goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of 20 working days at the relief level. However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, the employee shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

14.10 ANNUAL VACATION EARNED WHILE ON LEAVE

Effective January 1, 2013 annual vacation will continue to be earned while employees are on leave, except while on long-term disability, unpaid union, education or unpaid personal leave.

14.11 LEAVE OF ABSENCE

(a) Employees who have completed 3 or more years of service with the Employer may apply for and where practical receive leave of absence without pay to be taken in unbroken sequence.

(b) Employees who have completed 5 or more years of service with the Employer shall receive on request up to 5 scheduled working days a year without pay to be taken in unbroken sequence.

(c) In addition to the provision of paragraph (b) above, and subject to departmental requirements, employees who have completed 10 or more years of service with the Employer shall receive on request up to 5 extra scheduled working days a year without pay to be taken in unbroken sequence.

(d) Leave of absence with pay shall be granted for the following, in accordance with conditions outlined in B.C. Hydro Corporate Policy Statement 09.4.02 dated 01 June 1993. In the event the Employer modifies this policy, it is agreed that the conditions which apply to MoveUP affiliated employees will not be diminished during the term of the current Agreement.

1. Canadian Armed Forces (Reserve) Training;
2. Jury Duty/Subpoenaed Witness Duty (except where the employee is involved as a plaintiff or a defendant);
3. Conscription to Fight Forest Fires;
4. Voluntary Rescue and Emergency Work;
5. Leave for Legitimate Personal Reasons;
6. Leave for Municipal Council or School Board Meetings; and
7. Leave for Interprovincial and International Sports Events.

(e) Education leave- refer to Article 20.

(f) The Employer shall grant, on written request, leave of absence without pay:

(i) for Employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of 90 days;

(ii) for Employees elected to a public office for a maximum period of 5 years. This time period may be extended by mutual agreement between the Employer and the Union, such extensions shall not be unreasonably denied by either Party.

(g) Once an Employee has commenced an approved leave of absence under Article 14.11 through Article 14.18 inclusive, such Employee shall not be called back to work by the Employer, without the consent of the Employee. If an Employee agrees to a call back to work by the Employer after the Employee has commenced an approved leave of absence, the Employer shall reimburse the Employee for any direct costs incurred by the Employee as a result of any such call back, and the Employee's remaining leave of absence shall, at the option of the Employee, be rescheduled to a time mutually acceptable to the Employer and the Employee.

(h) Upon completion of any leave of absence granted pursuant to this Article, the Employee shall be returned to the job and work location he or she held immediately prior to commencement of the leave provided the job still exists. If the job no longer exists, a regular Employee shall be subject to displacement or layoff in accordance with Article 9.

14.12 PREGNANCY LEAVE

(a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of no less than 17 consecutive weeks in accordance with the Employment Standards Act.

(b) In order to be eligible for a leave of absence, a pregnant employee shall have a medical certificate completed by her physician and sent to the Employer's Director of Health Services as soon as the condition is known.

(c) Employees will notify the Employer at least 3 weeks in advance of the date on which the employee intends to begin her leave of absence. An employee may alter, but only once, the date of commencement of her leave of absence by providing written notice to the Employer no later than 2 weeks prior to the date she originally wished to commence her leave of absence. Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits. The granting of sick leave provisions in such cases must be medically supported and approved by the Employer's Manager of Health Services.

If the employee is eligible for EI sick leave benefits, the employee may supplement those benefits using her sick leave entitlement.

There will be no payment of sick leave provisions during the pregnancy leave period.

(d) Once the employee has commenced her leave of absence, she will not be permitted to return to work during the 6 week period following the date of delivery unless the employee requests a shorter period.

(e) The request to return prior to 6 weeks following the date of delivery must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(f) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the pregnancy leave.

(g) When an employee on pregnancy and/or parental leave fails to notify the Employer of her desire to return to work in accordance with (6) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department or;

2. changing the status of the temporary employees who relieved the employee on pregnancy leave.

(h) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.

(i) Effective March 31, 2002, employees on pregnancy leave are eligible for a “top-up” of their EI (Employment Insurance) benefits payment on the same basis as the top-up policy applicable to M&P employees.

14.13 POST-PREGNANCY LEAVE BULLETINING RIGHTS

(a) A regular employee who terminates by not returning to work, in accordance with Article 14.12, may obtain the right to apply for job bulletins.

(b) In order to qualify for the right to apply for job bulletins, the employee must advise the Employer of her resignation not later than 12 weeks from the commencement of the leave of absence as per 14.12(a). The Employer may then proceed to fill the resultant job vacancy on a permanent basis.

(c) The right to apply for job bulletins will be in effect for 2 years from the date the employee is terminated. Seniority will continue to accrue during this period. The employee must be available to return to work within 30 days of notification of being the successful applicant in a job competition. Otherwise, the supervisor may consider her to have withdrawn from the competition.

14.14 PARENTAL LEAVE

(a) Employees who have taken Pregnancy Leave in relation to the birth of the child or children with respect to whom parental leave under this article is requested are entitled, upon request, to unpaid Parental Leave of no less than 35 consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act.

(b) Employees who have not taken Pregnancy Leave in relation to the birth of the child or children with respect to whom parental leave under this article is requested are entitled, upon request, to unpaid Parental Leave of no less than 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, in accordance with the Employment Standards Act.

(c) Employees will give the Employer as much notice as possible of the date on which the employee wishes to begin the leave of absence.

(d) Employees desiring to return to regular employment following parental leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the parental leave.

(e) When an employee on parental leave fails to notify the Employer of his desire to return to work in accordance with (c) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department, or;

2. changing the status of the temporary employee who relieved the employee on parental leave.

(f) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on parental leave.

14.15 ADOPTION LEAVE

(a) Employees who have adopted a child are entitled, upon request, to unpaid Parental Leave of no less than 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent, in accordance with the Employment Standards Act. The employee shall furnish proof of the adoption.

(b) Employees will give the Employer as much notice as possible of the date on which the employee wishes to begin the leave of absence.

(c) Employees desiring to return to regular employment following adoption leave shall notify the Employer at least 30 days prior to the desired date of return, or 30 days prior to the expiry date of the adoption leave.

(d) When an employee on adoption leave fails to notify the Employer of his/her desire to return to work in accordance with (c) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department or;

2. changing the status of the temporary employee who relieved the employee on adoption leave.

(e) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on adoption leave.

14.16 BEREAVEMENT LEAVE

Leave of absence with pay not exceeding 3 days shall be granted an employee in the event of a death in the immediate family. Immediate family shall include: spouse, common-law spouse, children, step-children or foster children, parents, step-parents or foster parents, siblings or step-siblings, grandparents, grandchildren, and parents-in-law. Additional leave with pay

in excess of 3 days is subject to the approval of the Employee's Manager, such approval shall not be unreasonably denied.

14.17 FAMILY LEAVE

In accordance with Section 52 of the Employment Standards Act, leave of absence without pay for up to 5 days, which may be taken in broken periods, shall be granted to an employee during each calendar year to meet responsibilities related to the care, health or education of a child in the employee's care; or the care or health of any other member of the employee's immediate family. Immediate family shall be defined as per Article 14.16.

(a) Any unpaid leave taken on one day will reduce the five days available by one full day.

(b) Employees are to give as much notice as possible to allow the Employer to accommodate their absence.

(c) Additional leave without pay in excess of 5 days is subject to the approval of the Employee's manager. Such approval shall not be unreasonably denied.

(d) In the event Section 52 of the Employment Standards Act becomes null and void, Article 14.17 will be deemed null and void.

14.18 ELDERLY PARENT CARE LEAVE

In the case of serious illness or hospitalization of an elderly parent of the employee, when no one other than the employee can provide for the needs of the parent, and after notifying his/her supervisor, the employee will be provided with a one day leave of absence with pay per calendar year.

ARTICLE 15

SICK LEAVE AND LONG TERM DISABILITY (LTD)

(Refer to MOU #6, #36 and #39)

Sick Leave and Long Term Disability coverage between 1 April 1993 and 31 December 1994 will be as set out in Article 10.04 and Article 15 of the 1991-93 Collective Agreement between the Parties.

15.01 All references to "days" mean "working days"; references to "years" mean "calendar years".

15.02 **PAST SERVICE CREDITS**

B.C. Hydro Sick Leave Bank: Employees as at the date of ratification of the Collective Agreement will, effective 1 January 1995, have a non-recurring sick leave bank established according to the following:

Full Sick Leave Entitlement As at 1 January 1995	B.C. Hydro Sick Leave Bank in Days
50	1.6
55	5.0
60	8.3
65	11.6
70	15.0
75	18.3
80	21.6
85	25.0
90	28.3
95	31.6
100	35.0

This bank shall be used as a one-time supplement to earnings while the employee is in receipt of LTD benefits, at the employee's request. Payout of banked time will be 5 days per 3 weeks of continued disability.

15.03 **CURRENT SICK LEAVE ALLOWANCES** (Refer to MOU #19)

(a) All employees (except casual employees and those hired for vacation relief) who incur an injury or illness are entitled to and shall

receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by Workers' Compensation Board payments. Eligible employees are provided with sick leave at full pay for a total of 105 calendar days off within a continuous 26 week period, after which they qualify for benefits under the LTD plan. The employee shall report or cause to have reported to his/her supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.

(1) Full time temporary employees will not be granted paid sick leave during the first 3 months of service, but at the end of 3 continuous months of service will become entitled to sick leave and LTD benefits as outlined above.

(b) Vacation relief employees will not be granted paid sick leave during the first 4 months of service, but at the end of 4 continuous months of service will become entitled to sick leave and LTD benefits as outlined above.

(c) An employee may use sick leave entitlements for time lost through accidental injuries, other than WCB claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees attributable to that portion of the settlement or damages representing lost wages, but not more than those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

15.04 **LONG TERM DISABILITY (LTD) PLAN** (Refer to MOU #16)

The Employer agrees to pay 100% of the premiums for a long term disability (LTD) plan. An employee unable to work due to sickness or off-the-job injury will become qualified for benefits following a total of 105 calendar days of absence within a continuous 26 week period, as provided under the plan. Benefits will be payable in the amount of 66 2/3% of the employee's basic earnings rate at onset of disability for a period of time as provided under the plan.

15.05 LONG TERM DISABILITY (LTD) BENEFITS

(a) Sick Leave Supplement to LTD Benefits: An employee may use available time in non-recurring sick leave banks as outlined above to supplement LTD benefits.

(b) Advance Payments of LTD Benefits: the Employer will advance LTD payments equal to 66 2/3% of basic pay on regular pay days during the first month of a claim. These advances will be automatically deducted once an employee's LTD claim has been approved and the employee is in receipt of his or her first disability payment. If an employee's LTD claim has been denied, the employee will be required to repay the advance. Repayment may be arranged by bi-weekly payroll deduction, or by a reduction in an employee's time banks, or by forwarding a personal cheque payable to BC Hydro.

(c) Return to Work from LTD: An employee in receipt of LTD benefits shall not re-establish eligibility for sick leave until such time as they have returned to their pre-injury or illness hours of work. An employee participating in a rehabilitative or trial return-to-work who is unsuccessful in this effort shall, subject to the terms of the plan, continue to receive LTD benefits until such time as they are able to return to their pre-injury or illness hours of work.

(d) The total of the LTD benefit and the supplement (after taxes) will not exceed the employee's normal net straight-time earnings.

15.06 WORKERS' COMPENSATION

(a) In cases where employees are on Workers' Compensation, the Employer will provide a supplement sufficient to give the employees their normal straight-time net income. Neither the time off nor the payment shall be charged to sick leave entitlements.

(b) During such time that an employee is on Workers' Compensation the employee shall continue to accrue seniority in accordance with Article 6, and shall be entitled to full benefits in accordance with Article 10. Annual Vacation and Reduced Work Week Leave entitlements will not be reduced while an employee is on Workers' Compensation.

15.07 **MEDICAL DOCUMENTATION REQUIREMENTS**

(a) Sick Leave Documentation

(i) If an absence due to sickness exceeds 5 working days, an Attending Physician's Statement may be required by the Employer.

(ii) The Employer will request an updated or additional Attending Physician's Statement if the Employee remains off work and the medical information the Employer has on record is time limited to a specific date which has since expired or the medical documentation on record is insufficient to support continued sick leave.

(iii) Employees involved in frequent short-term absences (more than 4 over the course of a 12 month period) may also be required to provide an Attending Physician's Statement.

(b) Return to Work and Fitness to Work

(i) BC Hydro is committed to accommodating Employees and is able to consider modified duties, reduced hours and other positions as part of an accommodation should one be required.

(ii) When an Attending Physician's Statement indicates an employee is able to return to work, but not perform all of their regular duties, a Functional Assessment Form is required to determine if there are opportunities to return the employee to work with modified duties.

(iii) A Functional Assessment Form is required to support an accommodation request.

(iv) In certain circumstances, if the Employer reasonably assesses that an employee is unfit to remain at work, relevant medical documentation may be required to confirm the employee's fitness to remain at work. The Employer will consult with the Union prior to seeking

medical documentation and the Union will be copied on the request for relevant medical documentation.

(c) If the medical information provided by an Employee is insufficient, unclear or inconsistent with the observed abilities of the Employee, or further information is required to support the accommodation process, the Employer may, in certain circumstances, provide the Employee a letter to take to their physician requesting relevant medical information. This information may be required to support the accommodation process, or the employee's continued sick leave benefits. The Employer will consult with the Union prior to seeking medical documentation and the Union will be copied on that request.

(d) Confidentiality of Medical Information

Any representatives of the Employer or the Union who have access to medical information pertaining to an employee shall maintain that information in strict confidence, unless ordered to divulge any of such information by a court or other legal authority of competent jurisdiction acting properly under the law.

(e) Costs Borne by Employer

All costs for obtaining any medical documentation, examination, or doctor's report under this clause 15.07 shall be borne by the Employer.

15.08 SEVERANCE PAY FOR HEALTH CONDITIONS

Employees with health problems will be considered for severance pay providing the employee is not receiving LTD benefits.

15.09 MEDICAL AND DENTAL APPOINTMENTS

a. Employees shall make every effort to schedule medical and/or dental appointments outside scheduled work hours or on RWWL days.

b. Only in time sensitive situations and where it is not possible to schedule medical and/or dental appointments outside of scheduled work hours or on RWWL days, should Employees schedule such appointments during regular work hours.

c. If appointments must be scheduled during work hours, Employees must provide as much notice as possible with respect to the scheduling of medical/dental appointments during work hours to facilitate the scheduling of work. In these cases Employees shall make every effort to schedule such appointments near the start of the working day, near the end of a working day, or during lunch time to help minimize the impact in the workplace.

d. Employees who go for medical and dental appointments will only code their time as sick leave for periods over 2 hours. Travel time of up to 2 days shall be granted, where required for medical reasons, for travel to remote medical specialists or facilities. Time off for travel shall be treated as leave of absence with pay.

ARTICLE 16

CLOTHING AND FOOTWEAR ALLOWANCE

16.01 **CLOTHING**

The Employer will provide uniforms and other items of clothing, as specified, to employees engaged in the occupations listed below. Where rainwear is specified, cold weather clothing shall be substituted on proof of need.

(a) **Cafeteria Employees**

The Employer will provide protective clothing for use on the job where reasonable need is shown and where the nature of the work results in excessive wear, damage, or soiling of clothing.

(b) **Meter Reading**

1. To any employee engaged up to 50% of the time in reading meters:
   - every 2 years a uniform consisting of a windbreaker , 1 sweater or sweatshirt, 2 pairs of trousers, 2 pairs of walking shorts, 3 shirts, 1 summer cap and 1 winter cap;
   - every 4 years, 1 leather belt, on request;
   - rainwear on proof of need;
   - on presentation of cash receipt, reimbursement for cleaning and necessary repairs to uniforms;

2. To any employee engaged over 50% of the time in reading meters:
   - annually, a uniform consisting of a windbreaker, 1 sweater or sweatshirt, 2 pairs of trousers, 2 pairs of walking shorts, 3 shirts, 1 summer cap and 1 winter cap;
   - every 2 years, 1 leather belt, on request;
   - rainwear on proof of need;

- on presentation of cash receipt, reimbursement for cleaning and necessary repairs to uniforms;

- when mutually agreed, meter readers may receive an equivalent monetary allowance to purchase suitable alternative clothing to rainwear.

(c) **Senior Mail Clerks and Mail Truck Drivers**

- a uniform consisting of a jacket and 2 pairs of trousers with replacement on proof of need;

- on presentation of a cash receipt, reimbursement for cleaning and necessary repairs to uniforms.

(d) **Mail Clerks and Addressograph Machine Operator**

- a smock or apron.

(e) **Security Guards**

- every 2 years a uniform consisting of a tunic, 2 pairs of trousers and a cap;

- with replacement on proof of need, 1 overcoat or parka, 1 raincoat, 3 shirts and 2 ties;

(f) **Survey Crews and Inspectors**

The Employer will provide for use on the job, safety hats, and also hip waders for extraordinary wet locations.

16.02 All uniforms are and remain the property of the Employer and shall be returned to the Employer if the employee leaves service, or transfers to an unrelated job.

16.03 Quality of all clothing supplied by the Employer shall be approved by the Joint Safety Committee acting under Clause 18.03 (d) of this Agreement.

16.04 **Safety Shoes**

When employees are engaged in work situations in which hazards make appropriate the wearing of safety footwear, the Employer shall reimburse with receipts, up to once per calendar year, the reasonable cost of one pair of safety shoes purchased. The footwear shall be in accordance with BC Hydro's Occupational Safety and Health Standards (OSH).

16.05 (a) When a considerable amount of the time worked is spent in walking and the overall care of employee's feet (i.e. health and protection) is the prime consideration, the Employer will provide and repair suitable footwear on a 50-50 cost sharing basis to employees engaged in meter reading and security guards on proof of need.

(b) The following guidelines shall be considered in determining suitable footwear:

1. Footwear should be made of leather or other equally firm material.

2. The soles and heels of such footwear should be of a material that will not create a danger of slipping.

3. Footwear should be lace-up style and provide adequate ankle support.

4. Footwear that has deteriorated to a point where it does not provide the required protection shall not be used.

16.06 Any question concerning the entitlement to footwear, or its suitability, under this Article shall be referred to the Joint Safety Committee for resolution in accordance with Clause 18.03(d) of this Agreement.

ARTICLE 17

TEA AND COFFEE SERVICE

(Refer to MOU # 85)

17.01 The Employer agrees to supply beverages at an economic price at each employee's work place. Two rest breaks not exceeding 15 minutes each, during which time employees are not required to work, will be provided to employees who work more than six hours in a day. Employees who work six hours a day or less will be entitled to one 15 minute rest break. Rest breaks cannot be accumulated and taken off at a later date and shall not be scheduled within 45 minutes of a lunch break or the end of a shift, except in exceptional circumstances.

ARTICLE 18

SAFETY REQUIREMENTS

18.01 WORKING PRACTICES

(a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.

(b) Working practices shall be governed by the regulations of the province of British Columbia insofar as they apply.

(c) No employee shall undertake any work which the employee deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the local Occupational Health and Safety Committee.

(d) No employee shall be subject to discipline for acting in compliance with Regulation 3.12 of the WorkSafeBC Occupational Health and Safety Regulations.

18.02 INDUSTRIAL FIRST AID REQUIREMENTS AND COURSES

(a) Provided that an employee's work location requires a first aid certificate, and provided that the employee is in possession of a relevant and valid first aid certificate, then any and all employee(s) at that location will be compensated for their first aid certificate as per the first aid premium rates noted in (e) below.

(b) Compensation will occur regardless of the numbers of employees who possess the relevant first aid certificate at a particular work location.

(c) All employees being compensated for their first aid certificate will be expected to perform first aid duties as needed/requested.

(d) Hydro will compensate employees for time and/or training fees as it relates to a required regulation and/or an operational need and Hydro will generally be prepared to pay for the time, and/or fees, and/or related costs for first aid training. However, employees may be expected to pay for the time, and/or fees, and/or related costs of any first aid training in some circumstances. Payment for training fees and/or the time to attend training will not be unreasonably withheld, nor will it necessarily be provided by Hydro when sufficient first aid coverage already exists in a given location. The ultimate discretion for payment of time and/or fees rests with Hydro management

subject to the basic principles in this paragraph. This does not prohibit employees from obtaining a first aid certificate by paying for any training fees and related costs themselves and doing the training on their own time. Should employees obtain a first aid certificate on their own time and at their personal expense, they will still be compensated as per (a), (b), and (e) in this letter.

(e) **Level of Certificate**	**Monthly**	**Biweekly**
Level 1	$0.00	$0.00
Level 1 with Transportation Endorsement	$ 25.00	$ 11.50
Level 2	$ 105.00	$ 48.30
Level 2 with Transportation Endorsement	$ 130.00	$ 59.80
Level 3	$ 220.00	$ 101.20

18.03 **JOINT SAFETY COMMITTEE (B.C. Hydro Only)**

(a) The Employer and the Union shall have a Joint Safety Committee comprised of 2 Union representatives and 2 management representatives, with each Party selecting its representatives subject to its sole discretion.

(b) The Joint Safety Committee shall meet as necessary but not less than 3 times each calendar year. The Chairperson for each meeting shall alternate between a representative of the Union and a representative of management. The Chairperson shall have the right to vote on all matters before the Committee.

(c) The Committee, if it deems it appropriate, shall review and recommend upon all re-issues and revisions of Occupational Safety and Health standards which relate to work performed by bargaining unit members.

(d) A majority decision of the Committee shall be binding upon the Parties. When the Committee fails to obtain a majority decision on any question referred to it, the question shall be resolved through the grievance procedure set out in Article 3, with arbitration if required.

18.04 **HEALTH AND SAFETY TRAINING**

(a) The Employer shall ensure that all Employees are provided with adequate health and safety training, direction, and instruction to ensure the safe performance of their duties.

(b) Each local Occupational Health and Safety Committee shall prepare an annual health and safety program. The program shall

include training and education specific to the needs of the Employee group represented by the Committee.

18.05 SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

(a) Safety equipment and protective clothing required by the Employer and the WorkSafe BC, shall be provided by the Employer at no cost to the Employee. Such items shall be maintained in a state of good repair by the Employer, or otherwise replaced, at the expense of the Employer.

(b) Safety equipment and protective clothing issued by the Employer to any Employee shall remain the property of the Employer and shall be returned to the Employer upon request or upon termination of the Employee.

(c) Any dispute concerning safety equipment and protective clothing to be provided or paid for by the Employer shall be subject to resolution in accordance with Clause 18.03(d) above.

ARTICLE 19

DISCIPLINE AND DISMISSAL

(Also refer to MOU #11)

19.01 **JUST CAUSE**

The Employer shall not discipline or dismiss an employee bound by this Agreement except for just and reasonable cause including, but not limited to, cases involving non-culpable behaviour. The burden of proof of just cause shall rest with the Employer.

19.02 **UNION REPRESENTATION**

An employee who is subject to discipline or dismissal shall have the right to request the presence of a Union representative to act on his/her behalf. The employee shall be advised of this right prior to proceeding with the disciplinary meeting.

19.03 **NOTICE**

Beyond a verbal warning, the Employer shall provide an employee with written notice stating the disciplinary action to be taken, and the reasons for this action. The Union office will receive a copy of this written notice.

19.04 **RIGHT TO APPEAL**

The Union shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any discipline or dismissal involving any employee including, without limitation, any such action taken for alleged non-culpable reasons.

19.05 **REMEDIAL AUTHORITY**

Where an arbitrator, the Labour Relations Board of British Columbia or any other body of competent jurisdiction finds that an employee has been disciplined or dismissed improperly under this Agreement, the Arbitrator, the Labour Relations Board, or other body shall have the power to:

(a) direct the Employer to reinstate the employee with full pay and to make the employee "whole" with respect to all seniority, benefits and other rights and entitlements which

would have accrued to the Employee under the Collective Agreement had he or she remained working, or substitute such lesser remedy which in the opinion of the Arbitrator, Labour Relations Board, or other body, as the case may be, determines to be fair and reasonable;

(b) make such other order as it considers fair and reasonable, having regard to all of the circumstances and the terms of this Agreement.

19.06 **PAID TIME**

Employees required by either the Employer or the Union to attend or participate in any investigation, discussion, or meeting leading up to and including the imposition of discipline or dismissal of any employee under this Agreement, shall be permitted to do so on company time. Such time paid for by the Employer shall not exceed seven and one-half hours per day per person. Employees to be granted paid time under this clause 19.06 will first obtain approval of their supervisor and such requests will not be unreasonably denied.

ARTICLE 20

TRAINING

20.01 It is the Employer's general intent to follow a policy of promotion from within. To this end the Employer will, where practical, assist all employees to develop their capacities to a maximum degree possible in line with their present and future careers with the Employer. This assistance may be in the form of financial aid or job rotation training, mentoring, coaching, conferences or education leave or other developmental opportunities, in accordance with the following provisions. However, provision of this training assistance does not at any time imply a promise of promotion.

20.02 **JOINT TRAINING COMMITTEE**

(a) There shall be a Joint Training Committee consisting of equal representation from the Employer and the Union. The Employer and the Union shall each have 5 representatives consisting of a representative for each Line of Business (or equivalent), and a representative from Powertech. It shall be the purpose of this committee to examine the training needs of employees covered by this Agreement and make recommendations to the parties in relation to:

1. The changing staffing requirements in specific work areas.

2. Specific training needs to be covered by company-sponsored training programs and courses both inside and outside the Employer.

3. The communication to employees of information about training requirements and ways of acquiring training.

4. Promoting a desire for self-development amongst employees.

5. Trends in education and employee development.

The Committee shall function on a continuing basis and shall meet at least four (4) times per year, and at any other times the Committee deems necessary. Chairperson responsibilities will be shared equally and will rotate on an annual basis.

(b) Committee members who are employees will be paid by the Employer for meetings which occur during regular working hours.

20.03 FINANCIAL AID-TRAINING COURSES

(a) Employees may apply for financial assistance to undertake a course of training and development. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

(b) In general, the Employer will provide for three (3) categories of financial aid as follows:

1. Full cost of training borne by the Employer;

2. Three-quarters cost of training borne by the Employer;

3. Full cost of training borne by the individual, the Employer advancing a loan without interest.

(c) In any particular instance the line supervisor in consultation with the appropriate Personnel Manager will be responsible for establishing the category under which application for financial assistance shall be made. The Division Manager and the Union will be consulted where agreement cannot be reached.

(d) Cases Where Full Cost of Training is Borne by the Employer

This type of assistance will be given only at the instigation of management and requires approval by the manager of the division concerned. It is agreed that where specialized group training is to be offered, such training being a requirement in new jobs to be established, the Employer will post advance notice of such training, thus providing employees with the opportunity to apply for participation in the training course. The notice will advise that placement of employees on resulting jobs will be from amongst those taking the course. It is agreed that selection of applicants for participation in the course is at the discretion of management, and similarly, that selection of appointees to newly-established positions requiring this type of training will be at management's discretion without further bulletining.

(e) Cases Where 3/4 Cost of Training is Borne by the Employer

1. The Employer will bear 3/4 the cost of training in those cases where management agrees that additional training would be helpful to the individual's present performance, or desirable in preparation for possible advancement within the employee's particular field of work. Cases where the period of training exceeds a year in duration shall be reviewed annually with

respect to consideration for financial assistance. Moreover, at the Employer's discretion, consideration for assistance may be given only to one or more units of a course, and not necessarily to a course in its entirety.

2. Application will be made through the appropriate Personnel Manager by the employee's supervisor and must be approved by the Supervisor and the manager of the division.

3. The Employer will, if requested, lend the employee the cost of the course (interest free). Upon satisfactory completion, the employee will be reimbursed with 75% of the original fee including prescribed textbooks and examination costs.

(f) Cases Where Full Cost of Training is Borne by the Employee

The employee will bear the full cost of outside training where a course is related to the Employer's business but not necessarily to the employee's normal career within the company. Application for a loan will be made to the appropriate Personnel Manager, and approved by the manager of the division.

(g) Loans and Deductions

In all cases where a loan is required, the employee is to provide the first $25.00. Repayment of a loan will be by payroll deductions in equal installments over the period of the course.

20.04 **JOB ROTATION**

(a) Selection for job rotation training will be made only from those employees whose job performance and potential warrant it.

(b) It is intended that job rotation will provide selected employees with wider experience and knowledge, to the joint benefit of the individual and the Employer.

(c) Job rotation will not interfere in any way with the normal procedure to be followed in the filling of job vacancies as set out in this Agreement.

(d) The selection of employees for job rotation will be the responsibility of Division Managers, but employees may apply to be considered for this training. However, employees are not obligated to accept invitations to take part in job rotation.

(e) Selected employees will have their assignments on each job rotation reviewed with them in detail, as follows:

1. The purpose of the rotation program as it applies to the individual.

2. The nature of the assignments involved. This will be done by either referring to an existing job description, or by preparing a list of duties if a new position is involved.

3. The period of the assignment. This will normally be 6 months. There will be a 3 month and 6 month evaluation of the employee's performance when his/her progress will be discussed with him/her.

(f) Employees will retain affiliation with their regular positions for record purposes, and their periods of rotation will be for 6 months or less, renewable for a further 6 months by agreement with the Union.

(g) The Employer's salary administration policy provides no impediments to a rotation program:

1. An employee moving to a position which is at the same level or lower level than his/her regular position will retain his salary and continue to be treated in terms of salary progression on his/her regular job.

2. An employee moving to a position which is at a level higher than his/her regular position will maintain his/her present rate or be increased to the minimum rate for the job, if the latter is higher. (If the job is later bulletined and the trainee is the successful applicant the regular salary policy for increases will apply). Upon return of the applicant to his/her regular job, the employee will return to the salary he/she would have reached had he/she remained on his/her regular job.

(h) Employees moving from a union job to an exempt job for training purposes will retain their union status and vice versa.

(h) The Personnel Manager, in liaison with Human Resource Planning and Development, will assist line organization in working out job rotation projects for training purposes.

20.05 EDUCATIONAL LEAVE

(a) Educational leave without pay of up to 4 years may be granted to regular employees of B.C. Hydro, subject to departmental requirements, for the purpose of pursuing a full-time course of studies. The employee's position will be retained for the person on leave for a period of 2 years. At the end of 2 years, the employee loses the right to the employee's former position but retains bulletining rights to any posted vacancy until the end of the leave.

(b) Any requests for such leave will be considered on their individual merits and will not be unreasonably denied. Such consideration will include, but not be limited to, an assessment of the future value of the course of studies to the Employer. Subject to the above considerations, leave of absence may also be granted to attend semester-based courses of study. Approval of any request for education leave shall rest with the appropriate Manager, or delegate, concerned.

(c) Any employee hired to relieve an employee on educational leave will maintain temporary status of the duration of the leave. Should the employee on leave fail to return after 2 years, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:

1. promotion of another employee from within the department, or;

2. changing the status of the temporary employee who relieved the employee on education leave.

ARTICLE 21

EMPLOYMENT INSURANCE

21.01 Employment Insurance coverage will be provided (the Employer paying the Employer's contribution) during the life of this Agreement for employees who would, if employed by a private Employer, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

ARTICLE 22

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY PENSION PLAN

22.01 The annual report of the Auditor, the annual report of the Superannuation Commissioner and the triennial report of the Actuary under the British Columbia Hydro and Power Authority Pension Plan shall be forwarded to the Union as soon as possible after they are received by Hydro.

22.02 No recommendation will be made by Hydro to the Lieutenant-Governor in Council with regard to amendment of the British Columbia Hydro and Power Authority Pension Plan until the Union has been consulted by Hydro and has been given a period of four (4) weeks to make representations to Hydro.

ARTICLE 23

NOTICE OF TRANSFER OR OTHER DISPOSAL OF OPERATIONS

23.01 NOTICE OF TRANSFER OR OTHER DISPOSAL

The Employer agrees to give the Union as much advance notice as legally possible with respect to any sale, merger, lease, transfer, assignment, receivership, bankruptcy proceedings or other disposal of the Employer's operation, in whole or in part, which effects any employee in the bargaining unit.

23.02 NOTICE OF EXISTENCE OF AGREEMENT

The Employer shall give advance notice of the existence of this Agreement to any other party involved in any disposal of the Employer's operation, in whole or in part, in any manner referred to in this article.

23.03 RIGHT TO REFUSE TRANSFER

Employees who are impacted by any transfer or other disposal by the Employer of its operation, or any part thereof, in any manner referred to in this Article may elect not to transfer and shall be treated in accordance with Article 9 (Displacement, Layoff, and Recall).

23.04 MEETING TO REVIEW IMPACT

At the request of the Union, the Employer shall meet with the Union within 7 calendar days of the date of such request to review the effects of the intended disposal.

ARTICLE 24

CONTRACTING OUT

24.01 A regular employee of B.C. Hydro shall not be laid off as a direct result of the Employer contracting out work presently performed by the employee unless the employee is given the following options:

1. To exercise his or her bumping rights;

2. To accept a placement opportunity;

3. To accept training.

and declines all three.

Salary treatment under this article shall be in accordance with Clause 9.15.

ARTICLE 25

CHILD CARE REIMBURSEMENT

(Refer to MOU # 85)

25.01 Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to $25 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this clause.

ARTICLE 26

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

(Also refer to MOU #31)

26.01 The Employer agrees to continue B.C. Hydro's Employee And Family Assistance Program (EFAP) which is available to employees, their spouses, and dependent family members. The program offers professional and confidential assistance and support through problem identification, assessment, referral and treatment.

26.02 This Employer-funded, confidential, assessment/referral service will be monitored by a Joint EFAP Committee who shall be responsible for making recommendations on how to improve the operation of the Employee And Family Assistance Program. The Joint EFAP Committee shall consist of one representative from the Employer and the Union with each Party selecting its representatives subject to its sole discretion. It is understood that other employee groups may provide representation on the committee.

26.03 The Employer will consult with the Committee regarding the selection of local providers of EFAP services. The Employer will not select local providers to which the Committee has reasonable objections.

26.04 All information related to the Employee and Family Assistance Program shall be maintained in confidence and shall not be raised in evidence by either Party at any arbitration hearing under this Agreement. In this regard, an arbitrator shall not have the right to subpoena any Employee and Family Assistance Program representative or any documentation related to the functioning of the Employee and Family Assistance Program including, but not limited to, any documentation concerning the participation of any Employee.

Notwithstanding the above, either Party may introduce evidence concerning the type (i.e. mandatory or voluntary), nature, and outcome of an EFAP referral.

ARTICLE 27

DURATION

27.01 **DURATION**

This Agreement shall be binding and remain in full force for the period from and including April 1, 2014 to and including March 31, 2019.

27.02 **NOTICE TO BARGAIN**

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

27.03 **AGREEMENT TO CONTINUE IN FORCE**

(a) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

(b) Exclusion Of Operation: Section 50(2) L.R.C.
The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

ARTICLE 28

MEMORANDA OF UNDERSTANDING - AGREEMENT

(a) The following memoranda attached to this Agreement are included in and form part of the Agreement as long as each memorandum is effective:

(b) WHEREVER the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the Parties hereto so require.

(c) IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the **20th day of June, 2014.**

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Bojan Bucic	Kathy Bremner
Andrea Foster	Bill Earis
Calvin Jonas	Alex Horvath
Rysa Kronebusch	Ken McKenzie
April Young	Laura Mills
Gwenne Farrell	Alexia Jones
Barbara Junker	

APPENDIX 'A'

BC Hydro / MoveUP Job Evaluation Plan

Benchmark Jobs and Group Level

Job Code	Job Title	Job Group	Job Code	Job Title	Job Group
AAAA52	Administrative Clerk 1	5	AAAA18	Key Account Rep 1	7
AAAA08	Administrative Clerk 2	5	AAAA32	Legal Services Clerk	6
AAAA47	Analyst Accountant	10	AAAA23	Legal Services Secretary	5
AAAA38	Apparatus Technician 1	8	AAAA07	Mailing Services Clerk	4
AAAA42	Area Office Administrator	8	AAAA25	Marketing Operations Specialist 3	9
AAAA33	Area/Program Environmental Biologist 1	9	AAAA13	Material Planner 1	8
AAAA20	Buyer 2	8	AAAA44	Office Administration Assistant	5
AAAA53	Civil Engineering Technologist 3	11	AAAA43	Office Administrator	6
AAAA15	Computer Network Specialist 4	13	AAAA48	Operations Maintenance Coordinator	8
AAAA01	Computer Operator 1	5	AAAA02	PC and LAN Specialist 1	8
AAAA34	Construction Officer 3	11	AAAA45	Plant Chemist	14
AAAA35	Construction Officer 4	13	AAAA10	Programmer Analyst 1	8
AAAA12	Contracts Clerk 4	6	AAAA14	Programmer Analyst 3	11
AAAA46	Coordinator Occupational Safety and Health	10	AAAA16	Programmer Analyst Leader	11
AAAA04	Corp, Services Support Clerk	6	AAAA06	Property Assistant	5
AAAA37	Customer Service Account Representative 7	7	AAAA05	Public Affairs Officer	10
AAAA55	Customer Service Collection Representative 6	7	AAAA27	Purchasing Support Clerk 2	6
AAAA09	Database Analyst 1	9	AAAA19	Rates Research Analyst	9
AAAA03	Deduction Accounting Clerk 2	5	AAAA24	Senior Corporate Treasury Analyst	13
AAAA21	Divisional Financial Support Administrator	7	AAAA31	Service and Design Rep 10	11
AAAA51	Drafter 2	6	AAAA29	Service and Design Rep 7	8
AAAA11	Drawing Records Clerk 2	4	AAAA28	Service and Design Rep 8	8
AAAA39	Engineering Technologist 2	9	AAAA40	T & D Line Department Rep.	6
AAAA22	Environmental Technician Specialist 4	12	AAAA36	Tour Guide 1	4
AAAA26	Financial Analyst	10	AAAA49	Transmission Maintenance Technologist	10
AAAA50	GIS Operator 1	5	AAAA30	Vegetation and Pole Maintenance Inspector	8
AAAA41	Inspector 1	7			

(Refer to MOU # 85)

APPENDIX B

LETTER OF AGREEMENT

Between

British Columbia Hydro and Power Authority

And

Canadian Office and Professional Employees' Union, Local 378

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

   (i) February Budget – Forecast GDP for the upcoming calendar year;
   (ii) November of the following calendar year – Real GDP published for the previous calendar year;
   (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;

(iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

(i) February 2015 – Forecast GDP for calendar 2015;
(ii) November 2016 – Real GDP published for calendar 2015;
(iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
(iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend; and
(v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

DELETED MEMORANDA OF UNDERSTANDING

The following Memoranda of Understanding have been deleted with the date of deletion in brackets:

MEMORANDUM OF UNDERSTANDING #1
RE: SALARIES AND SALARY SCALES
(June 20, 2014)

MEMORANDUM OF UNDERSTANDING #3
RE: JOINT REVIEW COMMITTEE
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #4
RE: JOINT SAFETY COMMITTEE
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #10
RE: ARTICLE 7.09 APPLICATION
(April 23, 2002)
Note: Language from this MOU has been added to Article 7.09.

MEMORANDUM OF UNDERSTANDING #12
RE: PUBLIC LIABILITY COVERAGE
(June 20, 2014)
Note: Language from this MOU has been added to Article 1.17.

MEMORANDUM OF UNDERSTANDING #14
RE: TECHNOLOGISTS-IN-TRAINING
(Dec 5, 2008)

MEMORANDUM OF UNDERSTANDING #25
RE: LEAVE OF ABSENCE FOR UNION BUSINESS
(April 23, 2002)
Note: Language from this MOU has been added to Article 1.04(b).

MEMORANDUM OF UNDERSTANDING #26
RE: JOB EVALUATION
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #27
RE: EMPLOYEE CATEGORIES
(April 23, 2002)
Note: Language from this MOU has been added to Article 1.06(d) (1).

MEMORANDUM OF UNDERSTANDING #30
RE: UNION SHOP CARDS AND DECALS
(June 20, 2014)
Note: Language from this MOU has been added to Article 1.05(f) and (g).

MEMORANDUM OF UNDERSTANDING #31
DEFINITION OF “DEPENDENT FAMILY MEMBERS” FOR THE PURPOSES OF THE EFAP
(March 2, 2006)

MEMORANDUM OF UNDERSTANDING #38
RE: CROSS-BULLETINING (HYDRO)
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #46
RE: WESTECH - EMPLOYEE DEVELOPMENT
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #47
RE: WESTECH – EMPLOYEE DEVELOPMENT
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #55(c)
RE: WESTECH – TRAVEL TIME
(July 6, 2005)

MEMORANDUM OF UNDERSTANDING #56
RE: RETURN TO WORK PROGRAM – GAINSHARING
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #58
POSITIONS EXCLUDED FROM THE BARGAINING UNIT
(January 4, 2011)
Note: Language inserted into Article 2.06

MEMORANDUM OF UNDERSTANDING #60
RE: ENGINEERING GRADUATE TECHNOLOGIST TRAINEES (GTTs)
(December 5, 2008)

MEMORANDUM OF UNDERSTANDING #61
RE: PROTECTION AND CONTROL (P&C) GRADUATE TECHNOLOGIST TRAINEES (GTTs)
(December 5, 2008)

MEMORANDUM OF UNDERSTANDING #62
RE: CUSTOMER PROJECTS AND INSTALLATIONS (CP&I)
(December 5, 2008)

MEMORANDUM OF UNDERSTANDING #63
RE: TRANSMISSION MAINTENANCE GRADUATE TECHNOLOGIST TRAINEES (GTTs)
(December 5, 2008)

MEMORANDUM OF UNDERSTANDING #65
RE: COORDINATOR VEGETATION MAINTENANCE
(September 25, 2008)

MEMORANDUM OF UNDERSTANDING #64
RE: IT MARKET DIFFERENTIAL
(April 23, 2002)

MEMORANDUM OF UNDERSTANDING #67
RE: TEMPORARY PROMOTIONS FOR LESS THAN A DAY
(June 20, 2014)
Note: Language from this MOU has been added to Article 7.05(a) 7

MEMORANDUM OF UNDERSTANDING # 2

RE: WORK LEADERSHIP RESPONSIBILITIES
EFFECTIVE DATE: 1981-07-13

(Refer to MOU #35 and #57)

This memorandum sets out an understanding reached by Hydro and Local 378 of MoveUP during the 1971 round of negotiations relative to work leadership.

It is agreed that:

Work leadership responsibilities shall be as follows:

(a) may perform duties largely similar to those whose work he/she directs;

(b) may perform duties related to but at a higher level than the work of the subordinates whom he/she directs;

(c) relieves the supervisor of detailed supervision of routine aspects of the work by-

(i) ensuring even work flow and consistency of effort;

(ii) allocating various phases of work to different individuals within a general framework laid down by the supervisor;

(iii) transmitting the supervisor's instructions to other employees;

(iv) performing a quality control function in respect to subordinates;

(v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the supervisor who will take suitable disciplinary action;

(vi) assists the supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.

F.M. deMoor	C.M. Leffler
Business Representative	Manager, Labour Relations
MoveUP	B.C. Hydro & Power Authority

1981-07-13

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 5

(Previously Letter of Understanding # 5)

RE: REFERRALS FOR TEMPORARY SUMMER JOBS

The Employer is prepared in connection with temporary employment to offer the following undertaking:

> "The Employer will notify the Union in advance of temporary summer relief requirements which arise within the company. The Union will be provided with every reasonable opportunity to refer candidates for consideration against such vacancies."

_____	_____
J. Greatbatch	A.E. Janes
Business Representative	Manager, Labour Relations
MoveUP	B.C. Hydro

1989-08-31
Date

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

MEMORANDUM OF UNDERSTANDING # 6
(Previously Letter of Understanding # 2)

RE: SICK LEAVE CONTROL

(Refer to Art. 15)

25 June 1971

Mr. E.R. Peck, Manager
Labour Relations Department
B.C. Hydro and Power Authority
970 Burrard Street
Vancouver, B.C.

Dear Mr. Peck:

Re: Sick Leave Control (P-6/M-30)

During the present set of negotiations we have discussed Hydro's assertion that the sick leave entitlement of employees covered by our Agreement is being abused by some. You have asked the Union to consider ways in which we can assist Hydro in controlling any abuse of sick leave.

First, let me say that the Union's basic position is that employees should be permitted to take sick leave if and when they are suffering from illnesses. We would not encourage any action which would persuade employees to come to work when they suffer from illnesses which, for their good and for the good of others working near them, should require them to be absent from work.

However, on behalf of the Union, I can assure you that we do not and will not condone the abuse of sick leave by any of our members. To this end we have already agreed to certain changes to the Agreement which were requested by Hydro. In addition we would agree that Hydro should inform employees by means of bulletins of the need for using sick leave only when they are genuinely sick, and further, that a permanent bulletin to this effect could be placed on bulletin boards throughout the Hydro system. We would also undertake to counsel members who apparently are taking above average absences because of sickness.

We hope that this will convince you of our willingness to cooperate in this matter.

Yours sincerely,

R.F. Bone
President
MoveUP

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 7
(Previously Letter of Understanding # 7)

RE: ACCREDITED SERVICE, IPEC & CONSTRUCTORS

25 June 1971

Mr. R.F. Bone
President, Local 378
MoveUP
1116 Hornby Street
Vancouver, B.C.

Dear Mr. Bone:

Accredited Service, IPEC & Constructors
(A-40/U-70)

During the course of our current negotiations it was agreed that an employee who transfers henceforth to B.C. Hydro from International Power and Engineering Consultants Ltd., or from Peace Power Constructors Ltd., or Columbia Hydro Constructors Ltd. (i.e. direct service with Constructors, but excluding service with assigned contractors) will receive credit for service in those companies for purposes of determining Hydro sick leave and vacation allowances. In such instances the sick leave waiting period would be waived.

Yours sincerely,

E.R. Peck
Manager, Labour Relations Department
B.C. Hydro and Power Authority

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

MEMORANDUM OF UNDERSTANDING # 8

RE: USE OF HYDRO COMMUNICATIONS SYSTEMS BY THE UNION

1. The Employer will provide OCS mailing service to the Union office located at Suite 301, 4501 Kingsway, Burnaby, BC V5H 0E5. The service shall be rendered at a cost to be determined by Hydro from time to time and shall include drop-off and pick-up of mail once daily on normal working days.

2. The Employer will permit the use of its fax machines for communications between the Union office, officers, councilors, job stewards and other properly qualified representatives of the Union for the purpose of carrying out Union business related specifically to BC Hydro. Fax machines shall not be used for mass distribution of Union bulletins or for corresponding on matters unrelated to MoveUP/BC Hydro business, such as discussion of internal Union affairs and discussion of external and internal political issues.

3. The Employer will provide standard remote access to the Employer's Intranet system to Union business representatives who are assigned to the bargaining unit, with the Union to bear all standard costs associated with access.

4. BC Hydro will permit the use of its e-mail system for communications between the Union office, officers, councilors, job stewards and other properly qualified representatives of the Union for the purpose of carrying out Union business related specifically to BC Hydro. The e-mail system shall not be used for mass distribution of Union bulletins or for corresponding on matters unrelated to MoveUP/BC Hydro business, such as discussion of internal Union affairs and discussion of external and internal political issues.

5. Employees, other than those listed above, will not generally be permitted to use the BC Hydro e-mail system or fax machines for corresponding with Union office representatives on labour relations issues.

6. Any use of the BC Hydro communications systems is subject to all applicable BC Hydro corporate policies, including the Information Management Policy.

Neil Patton
Labour Relations Advisor
BC Hydro

Scott Watson
Senior Business Representative
MoveUP

2002-04-23

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

MEMORANDUM OF UNDERSTANDING # 9
(Previously Letter of Understanding # 15)

RE: MEDICAL AND DENTAL APPOINTMENTS

(Refer to Art. 15.09)

Mr. S.J. Benson 8 November 1983
Labour Relations Supervisor
B.C. Hydro & Power Authority
970 Burrard Street
Vancouver, B.C.
V6Z 1Y3

Dear Mr. Benson:

Re: Medical and Dental Appointments

On behalf of the Union, I can assure you that we do not and will not condone the abuse of Article 15.09 of the Collective Agreement which has been negotiated to provide time off without loss of pay for "legitimate" medical and dental appointments.

The Union agrees that the Employer is entitled to as much notice as possible to facilitate replacement staff and scheduling of work. All employees should cooperate by giving as much notice as they can.

Further, we would encourage our members to make every effort to schedule their appointments on RWWL days, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.

Sincerely yours,

F.M. deMoor
Business Representative
MoveUP

In Agreement:

_____
S.J. Benson
Labour Relations Supervisor

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

MEMORANDUM OF UNDERSTANDING # 11
RE: PERFORMANCE ASSESSMENT & DEVELOPMENT REPORTS
EMPLOYEE PERSONNEL FILES

(Refer to Art. 19)

The Parties agree as follows:

1. Performance Assessments and Development Reports

   The Employer's Performance Assessment and Development Report forms will only be used as a means of assisting a supervisor in the training and development of his/her MoveUP staff.

   These forms will not be utilized in any way relative to the conditions and provisions of the Collective Agreement.

   These forms will be destroyed when replaced by the following year's forms.

2. Employee Personnel Files

   Employees are entitled to read and review their personnel file. Upon request employees shall be given copies of all pertinent documents.

   Upon written authorization of the employee, a Union Representative shall be entitled to read and review an employee's personnel file. Upon request, the Union Representative shall be given copies of all pertinent documents.

   No letter of reprimand shall be entered in an employee's file without the employee's knowledge.

   Letters or details related to complaints, reprimands or discipline involving an employee which are more than 3 years old shall not be considered in any assessment of the employee's record and shall thereafter be removed at the request of the employee from the employee's personnel file, provided there has not been a further infraction.

D. Percifield	I.L. Holden
Senior Business Representative	Senior Labour Relations Officer
MoveUP	B.C. Hydro

1991-12-15
Date

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

MEMORANDUM OF UNDERSTANDING # 13
RE: 10% ALLOWANCE FOR PROPERTY REPRESENTATIVES

WHEREAS, the historic 10% allowance paid to Land Representatives for irregular work hours up to 40 hours per week provided incumbents and the Employer with the required flexibility necessary to manage the irregular work hours inherent in the work of said Land Representatives; and

WHEREAS, while some field work continues today, there is also an increase in the time spent in the office by personnel now classified as Property Representatives 2 (formerly, Land Representative), such that the Employer wants to phase out the above cited 10% allowance in an equitable manner; and

WHEREAS, the Parties have the concern that removal of this allowance from persons currently receiving it would adversely affect pensionable earnings; and

WHEREAS, the Parties agree that the 10% allowance serves to simplify an otherwise cumbersome administrative time-keeping task while employees classified as Property Representative 2 are in the field;

NOW THEREFORE, by signature(s) of their duly authorized representative(s) hereinafter affixed, the above Parties do hereby agree as follows:

1. It is agreed that those employees classified as Property Representative 2 who currently receive the 10% allowance for "irregular" work hours will continue to receive this allowance for so long as they remain in the Property Representative 2 position in the Acquisition and Field Services Department. The following named employees will thus be "grandfathered" in respect of continued receipt of this 10% allowance:

T. Huber	A. Forbes
L. Rilkoff	D. McLatchie
F. Turner	

2. It is agreed that the 10% allowance for the above named employees will continue to be treated as pensionable income.

3. It is agreed that when field activity for any of the above named employees is a major part of the workload, he will work up to eighty irregular hours per pay period, beyond which the provisions of Article 11.02 (Overtime) will apply for authorized overtime.

4. It is agreed that in circumstances where any of the above named employees is assigned to work that does not require irregular hours (i.e. office based), he will continue to receive the 10% allowance; however, he will work an 8 hour day as

opposed to the 7 1/2 hour day prescribed by Article 11.01. Overtime will not trigger until after 8 hours of work in respect of any 1 work day.

5. It is agreed that new hires classified as Property Representative 2 in the Acquisition and Field Services Department (i.e. those not listed in point 1 above) will receive the 10% allowance during periods where field activity is a major part of their workload, in which case they will work up to 80 irregular hours per pay period, beyond which the provisions of Article 11.02 will apply for authorized overtime.

6. It is agreed that the 10% allowance paid to any new hire classified as Property Representative 2 will not be treated as pensionable income.

7. It is agreed that while assigned to work that does not require irregular hours (i.e. office based) new hires classified as Property Representative 2 will not receive the 10% allowance and will work a 7 1/2 hour day as defined in Article 11.01. The provisions of Article 11.02 will apply for any authorized overtime work beyond this point.

8. For the purposes of this Memorandum of Understanding, “major part of the workload” shall be defined to mean more than 50% of work performed during any pay period.

   (a) Any of the above named employees for whom it is projected or actual that field activity will or does form a major part of the workload during any pay period will not be obliged during that pay period to work any 8 hour day prescribed by Paragraph 4.

   (b) Any new hire classified as a Property Representative 2 in the Acquisition and Field Services Department for whom it is projected or actual that field activity will or does form a major part of the workload of that employee during any pay period will receive the 10% allowance for the duration of that pay period.

9. For the purposes of this Memorandum of Understanding, “headquarters” shall be defined as any B.C. Hydro office as designated by the Employer and “field activity” shall be defined as work outside the designated office location.

Signed at , B.C. this day of , 19

S. Watson	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

1996-12-20
Date

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

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.

(c) 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.

(d) 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.

(e) *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 Employee Relations Advisor BC Hydro	Brad Bastien Sr. Business Representative MoveUP, Local 378

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.

MEMORANDUM OF UNDERSTANDING # 16
(Previously Letter of Understanding # 28)
RE: LONG TERM DISABILITY (LTD) CLAIMS PROCESS

(Refer to Articles 15.04 and 15.05)

1. In the course of the 1993 Collective Agreement negotiations, the Union requested that the Employer establish a cooperative process for claims management when MoveUP members are experiencing unusual difficulties with their LTD Claims. For clarification, the following outlines the normal process for claims management:

   (a) Personnel provides the employee with claim forms and related claim filing information.

   (b) The employee obtains required medical information and completes his/her portion of the form and has their doctor forward the claim to Hydro's Medical Doctor who in turn forwards forms to Benefits Section.

   (c) Benefits Section conducts an administrative review to ensure necessary forms and information are provided before forwarding material to insurance company.

   (d) The adjudication process takes various steps from immediate acceptance (payment) of claims to varying follow-up procedures to ensure all objective medical information is on hand.

   (e) Follow-up procedures are coordinated between Benefits Section, Personnel, and the employee.

2. To assist the MoveUP in serving its members, Benefits Section will provide the following:

   (a) Information where a claim has been denied, or where the insurance company identifies that available objective information does not support continuation of a claim. Where the insurance company sees such events occurring, BC Hydro will request that they establish standards to ensure the provision of as much advance notice as possible. Where additional information is required, Benefits Section will coordinate discussion with the insurance company.

   (b) In some situations benefits are temporarily suspended or delayed pending receipt of information. Most of these situations are resolved through routine communications (e.g. the employee has not responded to an information request or returned the required forms; the employee's doctor has not provided requested forms; administrative delays have occurred).

When a serious claim management concern occurs, beyond the type outlined above, B.C. Hydro will inform the Union of such.

(c) When the insurance company identifies a positive rehabilitation opportunity that addresses a difficult return to work situation, Benefits Section will advise MoveUP and coordinate through Personnel relevant information related to the return to work. Where value would be added a meeting will be arranged with Personnel, Benefits, MoveUP, and the insurance company to ensure all problem solving opportunities have been addressed.

3. The above captures the commitment B.C. Hydro provided to the Union in our letter dated 3 March 1993.

4. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

5. This Memorandum of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____ B.C. this _____ day of _____, 19___

_____	_____
D. Percifield	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

1994-10-17
Date

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

MEMORANDUM OF UNDERSTANDING # 17
RE: U32 7 (j) RETIRED EMPLOYEES - POSTING OF JOB VACANCIES

This will confirm the understanding between the Parties that for the purposes of Article 7, an employee who retires under the provisions of the Pension Plan will be considered to have terminated employment. If the position is to continue the vacancy shall be subject to posting in accordance with the provisions of Article 7 of the Collective Agreement, unless otherwise agreed by the Parties.

R.N. Rennie	P.E. Green
Business Representative	Labour Relations Supervisor
MoveUP	B.C. Hydro & Power Authority

1977-11-15
Date

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

MEMORANDUM OF UNDERSTANDING # 18
RE: USE OF NON-BARGAINING UNIT CONSULTANTS

The Employer will review on an annual basis its use of consultants. The information collected related to consultants who may be performing work substantially similar to that currently performed by MoveUP members will be provided to the Union and will contain detail regarding the nature and frequency of the work performed, start date and expected retention date, and whether the work performed could otherwise be performed by employees in the MoveUP bargaining unit.

Subsequent reports will detail only new consultants or new contracts not subject to the previous review. It is understood the Union is not precluded from requesting a further review of a consultant previously reported or from raising a concern with respect to any consultant at any time.

November 1, 2006	*November 1, 2006*
Signed by Barbara Junker MoveUP	Signed by Karen Green BC Hydro

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

MEMORANDUM OF UNDERSTANDING # 19
RE: CONSIDERATION OF REGULAR EMPLOYEES ON FTT ASSIGNMENTS

(Refer to Articles 9.05, 9.12 and 9.13)

Mr. Scott Watson
Senior Business Representative
MoveUP
2nd Floor - 4595 Canada Way
Burnaby, B.C.
V5G 4L9

21 March 1996

Dear Mr. Watson:

Re: Consideration of Regular Employees on Recall for FTT Assignments

During the course of 1996 negotiations, the Parties agreed that qualified inactive regular employees on the recall list will be considered for any FTT assignment that may arise subsequent to the commencement of the individual period of recall.

It is understood that in the event a regular employee from the recall list is hired to fill a temporary assignment, such employee will hold FTT status for the period of the FTT assignment. Any such employee shall also retain his/her rights and status as a regular employee on the recall list for the duration of his/her recall period.

During any period of FTT employment as described above, the employee shall not be required to serve the qualifying period for dental benefits (art. 10.03) nor the qualifying period for entitlement to sick leave (art. 15.03). Furthermore, regular employees working in FTT assignments shall be entitled to access their time banks and current year AV entitlements during the period of temporary employment in accordance with the terms of the Collective Agreement.

Yours truly,

M.R. Corrigan
Labour Relations Officer

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

MEMORANDUM OF UNDERSTANDING # 20
(Previously Letter of Understanding # 20)
RE: SHIFT SCHEDULING - RESTORATION CENTRE

Mr. F. deMoor
Business Representative
MoveUP
960 Kingsway
Vancouver, B.C.
V5V 3C4

14 September 1981

Dear Mr. deMoor:

Re: Shift Scheduling - Restoration Centre

During 1981 negotiations, the Parties agreed on revisions to Article 12 regarding shift work and, in particular, shift scheduling. Restoration Centre employees were excepted from the shift scheduling provisions due to difficulties in ensuring that these provisions could meet the scheduling criteria of the Restoration Centre.

We agree that following ratification of the Collective Agreement, the Parties will meet to determine the applicability of the shift scheduling provisions of Article 12 to the Restoration Centre, taking into account the need for adequate continuous coverage without reduction in service or increases in staffing.

Unless or until the Parties either agree to include the Restoration Centre in the scheduling provisions of Article 12 or, failing that, to vary such provisions, current scheduling arrangements will remain in effect.

Sincerely yours,

In agreement

_____ _____

F.M. deMoor

C.M. Leffler
Manager, Labour Relations

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

MEMORANDUM OF UNDERSTANDING # 21
(Previously Letter of Understanding # 21)
RE: VIDEO DISPLAY TERMINALS

13 January 1989

Ms. J. Greatbatch
Business Representative
MoveUP
4740 Imperial Street
Burnaby, BC
V5J 1C2

Dear Ms. Greatbatch:

Re: Video Display Terminals

During 1989 negotiations, the Parties discussed the maintenance and operation of Video Display Terminals. As a result of these discussions, the Employer agreed to certain undertakings as follows:

(1) Operation of Video Display Terminals shall be guided by B.C. Hydro's AFP 720 - 20 March 1982. Copies of this AFP will be made available to employees upon request.

(2) Pregnant VDT operators may elect one of the following options:

(a) continue to work on the VDT;

(b) refrain from working on the VDT and be provided with alternative employment on a temporary transfer basis; this would be at the Employer's discretion and subject to the availability of suitable alternative work which the employee can perform. Her rate of pay in the temporary position will be in accordance with article 7.07(a);

(c) take a leave of absence without pay until the commencement of maternity leave.

(3) The Employer agreed to keep the Local Union informed of developments and of our endeavors as they relate to Video Display Terminals.

Sincerely,

A.E. Janes
Manager, Labour Relations

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

MEMORANDUM OF UNDERSTANDING # 22
RE: DRAFTER TRAINEES

This will confirm the agreement of the Parties to establish a Drafter Trainee Salary Scale formula which is comprised of the following elements:

1. Each year Hydro will determine the appropriate market start rate.

2. The scale will be constructed by creating 6-month steps, with the 24 - month step being Group 6 minimum, the 30-month step being Group 6 - Step 1, and the intervening steps between minimum and the 24 - month step being equal dollar increments.

3. Graduates from the Vancouver Vocational Institute, or its equivalent, who are placed on the training scale will be started at the 12 - month step.

4. All Trainees will progress, subject to satisfactory performance, at 6 - month intervals over a period of 30 months, ending at Step 1 of the Group 6 salary scale and thereafter in accord with the normal length-of-service increases. Employees who complete their training shall have their length-of-service date determined based upon the date they reach the 30-month step.

5. Coincident with the establishment of a new start rate and/or a revision to the main salary scales, the salary scale shall be amended in accordance with 2 above.

6. Those employees who are identified as Trainees prior to this Agreement and whose salaries were frozen shall have their new salary determined by a retroactive restructuring of the salary scale and shall then, if appropriate, be placed at a step in the 1981 scale consistent with their period of employment as a Drafter Trainee. For those employees who would otherwise have completed their training they shall be placed at the appropriate steps in the Drafter 1 Group 6 salary scale.

Where Hydro has a requirement to fill a Drafter position, the position will be filled:

(a) by internal promotion or bulletin; or

(b) if there are no suitable internal candidates, then by external hire.

Where there is a requirement for a Drafter Trainee, the same procedure will be followed.

_____	_____
F.M. deMoor	C.M. Leffler
Business Representative	Manager, Labour Relations
MoveUP	B.C. Hydro & Power Authority

1981-07-30
Date

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

MEMORANDUM OF UNDERSTANDING # 23
RE: REPLACEMENT OF TEMPORARY EMPLOYEES BY REGULAR EMPLOYEES SUBJECT TO LAYOFF

(Refer to Article 9.05)

March 25, 1996

Mr. Scott Watson
Senior Business Representative
MoveUP
2nd Floor - 4595 Canada Way
Burnaby, B.C.
V5G 4L9

Dear Mr. Watson:

Re: Replacement of Temporary Employees by Regular Employees Subject to Layoff

During the course of 1996 negotiations, the Parties discussed a process whereby regular employees subject to layoff would be considered for existing temporary positions at the point they elect of are designated for layoff.

Specifically, where a temporary position is occupied by a Full Time Temporary (FTT) employee and a Regular employee has elected or is designated for layoff, the Employer will terminate the FTT and allow the Regular to complete the remainder of the FTT work requirement in the following circumstances:

1. Within the Lower Mainland (up to, but not including Squamish and Abbotsford), Victoria, or Nanaimo, the FTT position is in the same department as the Regular subject to layoff; outside the Lower Mainland (including Squamish and Abbotsford), outside Victoria, or outside Nanaimo, the FTT position is in the same headquarters as the Regular subject to layoff.

2. The FTT position is expected to continue for at least 3 more months from date of layoff of the Regular employee; and

3. The Regular has the prerequisite qualifications or an equivalency for the FTT position; and

4. The Regular has the ability to perform the FTT position.

Where the above criteria is met and more than one FTT position is identified, the FTT employee in the position with the longest expected duration from the date of layoff of

the Regular employee shall be terminated, with the Regular assuming the remainder of the work requirement.

The Regular employee shall hold FTT status for the period of the FTT work requirement. They shall also retain their rights and status as a Regular employee on the recall list for the duration of their recall period.

On an exception basis, where the termination of the FTT and assumption of the remainder of the work requirement by the Regular employee would have significant impact on the business of the department, the details and impact of such will be reviewed with the Union, and the Employer may elect not to proceed with the termination of the FTT employee identified.

Yours truly,

M.R. Corrigan
Labour Relations Officer

Note: The Parties shall not use, refer to, or otherwise introduce this memorandum of understanding in any hearing or matter before a third party with respect to the intent or definition of “ability” or “present ability” and this memorandum shall not prejudice the positions of the parties in anyway regarding such intent or definition. The Parties recognize that the reference in this memorandum to “ability” means “present ability”.

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 24
RE: TRAINING SITUATIONS

1. INTRODUCTION

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which separate and distinct job descriptions exist. The employee's progression from one job to another will occur when an opening exists and management determines that the employee is capable of performing the duties and responsibilities of the higher rated job.

In some situations, however, an employee is advanced through a series of progressively higher grouped jobs between which job evaluation can discover no significant difference in the duties, responsibilities and job demands. These jobs were created to allow employees to be trained for a specific job which the employee will eventually occupy, an "end" job. Under the old job evaluation system, separate job descriptions and job groups were established with relatively minor distinctions to create and deal with this type of training situation.

Minor differences in duties, responsibilities and job demands which previously resulted in different job ratings or job groupings may not be recognized under the new plan. Under these circumstances, the result will be that single job description describing the "end" job will be produced to cover all jobs in the present multi-level job structure.

When the need for a "Training Situation" is identified, Management will define the duties and responsibilities of the "end" job. A job description will be prepared for the "end" job only. This will be evaluated by the Job Evaluation Section (and will be subject to appeal as in all other job evaluation situations).Selections to training situations will be in accordance with Article 7.10 of the Collective Agreement and will include an assessment of the applicant's ability to perform the "end" job.

2. DEVELOPING A TRAINING SCALE

(a) The time span of the training scale leading from the start rate to Minimum of the "end" job will be the number of months (rounded to the nearest six months) of elapsed time to acquire the requisite knowledge and skills under the Previous Practical Experience (PPE) factor as determined in evaluating the "end" job.

(b) The start rate will be determined by subtracting the number of years elapsed time under PPE from the job group of the "end" job, and will be the Minimum of the resulting job group salary scale.

(Example: "End" job Group 9
Elapsed time PPE 24 months
9 - 2 = Group 7 Minimum start rate)

However, where the rounded elapsed time PPE involves a half-year period, the start rate will be Step 1 of the appropriate salary scale.
(Example: Group 9 "end" job
30 months elapsed time off
start rate = 9 - 2 1/2 = 6 1/2
= Group 6, Step 1)

(c) The training scale will be constructed by dividing the dollar difference between the "end" job minimum and the start rate by the number of 6 month periods contained in the training period established in (a) above. The first such increment shall be the six month step, the second the 12 month step, etc., until the salary steps reach the Minimum of the "end" job salary scale.

3. PROGRESSION THROUGH THE SCALE

(a) A trainee who enters the scale at the start rate will, subject to satisfactory performance, advance to each subsequent training salary step at 6 month intervals based on his/her date of appointment to the training scale. Upon completion of the training, the employee will be placed at the Step 2 of the "end" job salary scale. The employee will then be subject to progression within the salary range established for this job group in accordance with the Collective Agreement.

Note: the following is an example based on October 1, 2013 rates of the Design Tech Trainee Salary Scale which is a 24 month program

Start: Group 8, Min
End: Group 10, Step 2

Effective	Start	6 Mo	12 Mo	18 Mo	24 Mo
October 1, 2013	$47,090	$49,665	$52,241	$54,816	$57,391

(b) An internal applicant whose salary is greater than the trainee start rate shall retain their existing salary and their salary will be red-circled until such time that the trainee salary scale exceeds their

salary at which time they will be placed on the trainee salary scale and their salary will progress as per 3(a) above. They shall continue to receive general wage increases while their salary is red-circled. If upon graduation their salary exceeds the graduation rate (Step 2 of the end job group) they shall be placed on the closest higher step of the end job group.

(i) Subsequent salary progression will be in accordance with normal length-of-service increases, with the employee's length-of-service date determined based upon the date they reach the end rate of the training scale.

(ii) A full time temporary employee who returns to his/her base position after his/her temporary opportunity in the trainee program is finished is eligible for any Length of Service increases he/she may have missed while in the trainee program.

(iii) Employees who successfully bid into a full time regular position after completing the trainee program through temporary positions will enter the full time regular position at step 2 of the salary scale.

(c) If a person having suitable experience is appointed to a training situation, management may place him/her in any training step judged to be appropriate to his/her applicable experience.

(d) It is the intent of the Parties that employees should not remain on training scales for an indefinite period of time. To this end, any case in which a trainee is judged to be incapable of being trained to perform the end job in a satisfactory manner will be handled according to its merits.

S.J. Benson	F.M. deMoor
Labour Relations Supervisor.	Business Representative
B.C. Hydro and Power Authority	MoveUP

1984-01-19
DATE

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

MEMORANDUM OF UNDERSTANDING # 28
RE: JOB SHARING

Definition

Job sharing is defined as dividing all the functions of one full-time regular position between two regular employees (including previous regular employees with post-maternity bulletining rights) or one Full Time Temporary, each of whom works part-time in a manner that provides full-time coverage for the position. The supervisor is responsible for communicating the requirements of the job to both employees.

1. Procedure

(a) A Regular employee~~s~~ wanting to job share may request the supervisor to consider a proposal for a job sharing arrangement. The regular employee~~s~~ must be the incumbent in the position and the other regular, or a full time temporary status employee must enter the position by virtue of either a lateral transfer or a voluntary demotion. (Notwithstanding this, an employee can receive a promotion into a job sharing arrangement if they bid on a bulletined job share position as contemplated in point (b) below.) In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:

(i) which functions will be shared and which functions will be performed by only one partner;

(ii) how work load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed;

(iii) preferred work schedule of each partner, preferred start date; and

(iv) other information required by the supervisor or by the job itself.

(b) If the incumbent in the regular full-time position has been unable to attract a suitable partner, the Employer will assist the employee in the search for a suitable partner by advertising the opportunity company-wide; with reference to eligibility limited to regular employees (including previous regular employees with post-maternity bulletining rights) and full time temporary employees. Selections for job sharing will be made on the basis of Article 7.10(d).

(c) Proposed job sharing arrangements will be discussed with the appropriate Personnel Office and for each job sharing arrangement there must be a written understanding signed by each employee participating and the employee's supervisor, with a copy to the Union.

Subject to operational efficiency, requests for job sharing shall not be unreasonably declined by the Employer.

(d) Employees entering into job share arrangements will not be eligible for travel allowances or moving expenses at the commencement of a job share.

2. Job Sharing Conditions

(a) Full-time regular <u>or full-time temporary</u> employees who enter a job sharing arrangement change their status to part-time regular.

(b) Notwithstanding Article 1.06(b)2, employees may be requested to relieve for each other at straight time rates unless the hours of work of the relieving employee exceed 7.5 hours per day or 37.5 hours per week.

(c) Notwithstanding Article 1.06(b)7, and Article 14.03, employees in a job sharing arrangement will be entitled up to 2 weeks leave of absence without pay annually. The two weeks may be taken in unbroken sequence.

(d) Employees in a job share arrangement may elect to attend meetings such as Departmental Meetings, Training Courses, Joint Union/Management Committee Meetings, etc., without such hours being included in the total hours of the two job share partners. Such time will be considered time worked, however will not trigger the overtime provisions unless the hours of the individual exceed 7 1/2 per day or 37 1/2 in the week. Under these circumstances, employees will be paid a minimum of 2 hours at straight time.

(e) Multiple job share partners working in a department may elect to work additional hours to their normal job share scheduled, in order

to cover off an absence from work of another job share employee. Such hours must be approved by the Department Manager and must not, when totaled with all other job share hours in the department, exceed the total number of job share hours allotted to job share arrangements working in that department. The only exception to this will be when the total number of job share hours has been increased as a result of (1) above.

3. Termination of the Job Sharing Arrangement

(a) If the job sharing arrangement is terminated by the Employer, 30 days written notice must be given to the affected employees with a copy to the union.

(b) Should the job sharing arrangement be terminated by the Employer, the job sharing partner who originally held the position will again assume that position. The provisions of article 9 will apply to the other incumbent.

If the original incumbent declines the full-time regular position, then the remaining partner will be offered the job and the provisions of article 9 will apply to the original incumbent. If the remaining partner declines, the position will be bulletined and the provisions of article 9 will apply to this remaining partner.

(c) An employee may only vacate the job share due to transfer or termination. In this event, the other employee will assume the position on a full time basis, and may elect to initiate a new job share partnership starting as per 1 above. The Union will be notified by the Employer upon the termination of a job share arrangement.

4. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

5. This Memorandum of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____day of _____, 19

_____	_____
S. Watson	S. Matheson
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

Revised 1996-12-20
Date

This MOU was amended 1 April 2005 to reflect the Union's change of name from COPE 378 to MoveUP.

JOB SHARING

This document serves to record the specific terms and conditions which will be applicable to the following job sharing arrangement.

JOB TITLE:

WORK LOCATION:

NAMES:

(Original holder of job) (Job Share Partner)

Please Print *Please Print*

Specifics of Hours & Days to be Worked: Name:	Specifics of Hours & Days to be Worked: Name:

The Job Sharing arrangement will commence on:

It is understood and agreed that the method of termination and other terms and conditions of this Job Sharing arrangement are as detailed in MOU#28 of the B.C. Hydro/MoveUP Collective Agreement.

EMPLOYEE:

(Signature) *(Signature)*

DATE:

APPROVING
SUPERVISOR:

(Name) *(Signature)*

DATE:

c: Human Resources
MoveUP

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

MEMORANDUM OF UNDERSTANDING # 29
(Previously Letter of Understanding # 29)
RE: ACCESS TO CHILD CARE

1. The Parties recognize that the availability of and access to quality childcare is an integral component in balancing family and career for working parents.

2. To this end, the MoveUP shall nominate 2 representatives to participate in the Joint Child Care Working Committee with an equivalent number of representatives from each of BC Hydro and the other employee groups within BC Hydro. The Committee will be chaired by the Work and Family Coordinator.

3. The purpose of the Committee is to review and discuss issues related to present and future child care needs for children of employees of BC Hydro.

4. As part of this joint venture, the Parties support the establishment of the Edmonds Childcare facility, currently in the planning process. The Committee will also investigate child care needs in areas of the province outside the Edmonds headquarters and make recommendations to BC Hydro by 31 March 1995. Such recommendations may include, but not be limited to, acquiring designated space in existing facilities for children of BC Hydro employees. The report and recommendations will be made available to employees. Subsequent to these communications, the Committee will function in an advisory capacity to BC Hydro in structuring future child care initiatives.

5. The Employer will consult with the Committee regarding the selection of providers of child care. The Employer will not select child care providers to which the Committee has reasonable objections.

6. Access by employees in the bargaining unit to child care provided by the Employer must be on a basis which is at least equal to that accorded to employees outside of the bargaining unit.

7. This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

8. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____day of _____, 19

_____	_____
D. Percifield	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

1994-10-17
Date

[NOTE: This Memorandum of Understanding was previously a Letter of Understanding.]

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

MEMORANDUM OF UNDERSTANDING # 32
RE: EXPEDITED ARBITRATION

(Refer to Art. 3.10)

1. The Parties agree to incorporate this Letter of Understanding for the duration of the current Collective Agreement.

2. For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

3. One of the following named arbitrators shall be selected by mutual agreement to hear the matter in dispute in accordance with the provisions of this Letter of Understanding:

   (a) Ready, V
   (b) Korbin, J
   (c) Taylor, C.
   (d) any other arbitrator that may be agreed to by the parties

4. The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer.

5. The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.

6. The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Letter of Understanding by a single arbitrator.

7. The Parties agree to make use of agreed statements of fact to the greatest extent possible, and unless mutually agreed otherwise to limit witnesses to 2 (two) per Party for each case.

8. All other provisions of this Letter of Understanding with respect to arbitration and the arbitration process as outlined in Article 3 shall apply to Expedited Arbitration.

Signed at Burnaby, B.C. this 29th day of May, 2000

_____	_____
Scott Watson	Garry Corbett
Senior Business Representative	Manager, Labour Relations
MoveUP	B.C. Hydro

Date 1994-10-17

[NOTE: This Memorandum of Understanding was previously a Letter of Understanding.]

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

MEMORANDUM OF UNDERSTANDING # 33
(Previously Letter of Understanding # 33)
RE: PAY EQUITY

(Refer to Art. 2 and MOU #48)

With respect to the above subject matter, the Parties agree to develop and implement Pay Equity as follows:

1. For the purpose of this Letter of Understanding, it is agreed that "Pay Equity" shall be defined to mean "equal pay for work of equal value", regardless of gender.

2. Using a gender neutral, Pay Equity proven job evaluation system, implement Pay Equity valid job group levels and salaries within the MoveUP bargaining unit.

3. A Joint Pay Equity Working Committee ("Committee") will be formed to review and adjust as required the Province of British Columbia/BCGEU job evaluation plan for the purpose of developing the BC Hydro/MoveUP job evaluation plan ("Plan") which is to be used to implement Pay Equity within the MoveUP bargaining unit. If the Committee determines that the Province of British Columbia/BCGEU plan and any modifications that may have been agreed to will not be effective in terms of achieving Pay Equity, the Committee may recommend alternatives to the Parties.

4. The mandate of the Committee is as follows:

   a) Review and adjust the Plan in the following areas:
   - the job evaluation criteria to be used for BC Hydro's MoveUP affiliated jobs
   - the points given for each criteria score

   b) Carry out the evaluation of the benchmark jobs identified in Appendix A using the Plan for BC Hydro's MoveUP affiliated jobs. The Committee may add to or delete from the benchmarks identified in Appendix A as appropriate.

   c) Establish point bands to correspond to BC Hydro's MoveUP affiliated job group levels and incorporate them into the Plan.

   d) Recommend an implementation schedule for Pay Equity salary adjustments within the funding and timing framework as set out in points 7 and 8 below. It is agreed that priority in implementation will be given to job groups 2 through 7.

5. The Committee will consist of 2 representatives from each Party, with one male and one female representative from each Party. The Committee may call upon jointly agreed external resources as required for technical information. The

Employer shall approve and pay for reasonable time off work for the Union's representatives to attend each meeting of the Committee, to a maximum of 7/12 hours per day, per person, with a total maximum of paid time off for Union Committee representatives restricted to 60 person days. Time off beyond this total maximum shall be billed to the Union. Meeting space, equipment supplies and technical advisors required by the Committee shall also be paid by the Employer. The Committee shall be struck no later than 30 days following ratification of the renewal of the Collective Agreement, and shall conclude their mandate as established in point 4 above no later than six (6) months from the date of commencement of the Committee.

6. Should the representatives of the Parties be unable to reach agreement at any point in exercising their mandate as defined in point (4), the following steps shall be taken to resolve the impasse:

   (i) The issue in dispute shall be identified in writing by the Committee, with the respective positions of the Committee members on the matter clearly articulated. This information shall be forwarded to the Parties, who shall meet not later than 7 calendar days following receipt of the information, for discussion and resolution.

   (ii) Following discussion between the Parties, and failing resolution, the matter may be referred to an arbitrator (to be named) for an expedited hearing. Each Party is permitted no more than (to be defined) pages of written material in support of their position on the matter. Hearings on each matter are to be no longer than one day, with each Party allowed a maximum of four hours of presentation. The arbitrator shall adopt the position of one Party or the other, and his/her decision shall be binding. The arbitrator shall issue his/her decision within 7 calendar days of the hearing date.

7. Upon conclusion of the Committee's mandate as outlined in point (4), the Employer shall review all valid encumbered jobs in the MoveUP bargaining unit using the Plan. Pay Equity salary adjustments will be effective 1 April 1995. Salary adjustments due to Pay Equity made subsequent to this date will be retroactive to this date. Upon completion of job review and necessary salary adjustments, Pay Equity implementation shall be completed.

8. Beginning April 1, 1993 BC Hydro will allocate 1 % of total MoveUP annual salary (i.e. - total straight time earnings as at 31 March 1993) to be used to effect Pay Equity salary adjustments. This same amount will be allocated each year thereafter for the same purpose until all BC Hydro's MoveUP affiliated jobs have been evaluated and necessary Pay Equity salary adjustments have been completed. BC Hydro will maintain a record of amounts allocated for this purpose and will credit such amounts with an annual rate of interest at BC Hydro's deposit account rate. The cost of interim salary scale adjustments, as attached in Appendix B, shall also be drawn from this funding. On completion of

the necessary Pay Equity salary adjustments, allocated funds which are not used shall remain with the Employer.

9. Upgroupings in salary as a result of changes in job groupings arising out of this Letter of Understanding will result in placement of the salary in the new job group at the same relative position occupied in the previous job group. Downgroupings will be treated as per Article 7.03(a)6.

10. Job Classification Appeals which had been filed prior to the agreement date of the renewal of the Collective Agreement will be processed under the terms of Article 2 as set out in the 1991-93 Collective Agreement between the Parties. No new Classification Appeals will be accepted after the date of renewal of the Collective Agreement.

11. BC Hydro will use the Plan for the ongoing management and maintenance of job group levels and new job evaluations within the MoveUP bargaining unit. To this end, the Parties agree to replace the Classification System with the Plan as defined above with respect to the administration, application, and operation of Article 2 of the current BC Hydro/MoveUP Collective Agreement. Following implementation of the Plan, the Parties agree to meet annually to review the operation of the Plan and discuss concerns with respect to Plan application and integrity.

12. This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

13. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____day of _____, 19

_____	_____
D. Percifield	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

1994-10-17
Date

[NOTE: This Memorandum of Understanding was previously a Letter of Understanding.]

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

MEMORANDUM OF UNDERSTANDING # 34
(Previously Letter of Understanding # 34)
RE: CO-OPERATIVE EDUCATIONAL STUDENTS PROGRAM

This letter will confirm the Parties' agreement to participate in the hiring of students under a Co-operative Education Program as follows:

1. Co-operative students (herein after referred to as “students”) are defined as persons enrolled in and who have not graduated from a recognized post-secondary institution which shall include colleges, institutions, university colleges and universities. Students from all programs, schools of studies and disciplines shall be governed by the terms of this agreement. It is understood that this agreement does not apply to Co-op students who perform work within the scope of the order of certification of IBEW Local No. 258 bargaining unit.

2. All students will be required to become and remain MoveUP members for the duration of their work term. Students will be classified as full-time temporary (Co-operative Education) and will not be entitled to sick leave and will not participate in the benefits outlined in Article 10 or the Pension Plan. Co-op Education students will not be entitled to apply for regular or temporary MoveUP affiliated bulletined positions.

3. The work term of employment of each student will normally be for a period not exceeding five continuous months in duration. The Employer will give the Union prior notice if there is an intention of extending the work term.

4. Up to 150 positions may be established and identified per calendar year as Co-operative Education positions. Any increase in the number of positions requires the mutual agreement between the parties.

5. MoveUP will be advised of the student's name, position, and department and educational institution.

6. Where more than three students from an engineering program or more than two students from any other program are required in any one department such will be subject to agreement of the Parties.

7. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or employees covered by the Collective Agreement.

8. In the event of a labour dispute between the Parties students shall not be required to perform any duties at a headquarters where members are on strike or locked out. The Employer shall have the option of transferring the students to another headquarters where the dispute is not active or canceling the terms of participation.

9. Students will receive salary treatment in accordance with the following schedule. This schedule will be negotiated on an annual basis or at such times as may be mutually agreed to by the Parties:

10. Work Term (Bi-Weekly Salary)

Co-op Student

As per MOU 34

Effective	**1**	**2**	**3**	**4**	**5**	**Graduate**
April 1, 2012	$1,273.00	$1,350.13	$1,430.50	$1,516.45	$1,607.52	TBD
October 1, 2012	$1,285.73	$1,363.63	$1,444.81	$1,531.61	$1,623.60	TBD
April 1, 2013	$1,298.59	$1,377.27	$1,459.26	$1,546.93	$1,639.84	TBD
October 1, 2013	$1,311.58	$1,391.04	$1,473.85	$1,562.40	$1,656.24	TBD

11. In the event of a declaration is made by the Labour Relations Board of British Columbia that any specific group of students as described herein, are not within the scope of the Order of Certification granted to the Union, the Company shall cease to deduct and remit dues on their behalf. For greater certainty it is agreed and understood that in the event of such declaration the numbers of students as described above permitted within the bargaining unit through the instrument of this document shall be reduced to 60 in any calendar year.

12. The Parties agree that this agreement may not be used, referred to or otherwise introduced in any hearing before the Labour Relations Board of British Columbia which relates to the scope of the Order of Certification.

13. This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

14. This Memorandum of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____day of _____, 19

_____	_____
S. Watson	D.S. Connelly
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

Revised 1996-12-20
Date

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

MEMORANDUM OF UNDERSTANDING # 35
(Previously Letter of Understanding # 35)
RE: PARTICIPATION BY EMPLOYEES IN JOB SELECTION

(Refer to MOU #2)
With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

(1) It is agreed that only supervisory, managerial, excluded employees (who are engaged in matters related to personnel functions pursuant to Section(s) 1 and 139 of the Labour Relations Code of British Columbia, or any equivalent successor legislation) shall be authorized to make job selection decisions under the Collective Agreement.

(2) It is agreed that in the application of Paragraph (1) above, a Work Leader or other designated Employees in the bargaining unit who have specific technical expertise may act as advisor to the Employer during the job selection process under the Collective Agreement. It is understood and agreed that such advisor shall only provide technical input about the requirements of the job which is under competition and may be required to prepare assessment and testing materials for the selecting manager.

(3) It is agreed that when a Union member participates in the job selection process as set out under Paragraph (2) above, it shall be voluntary and shall not be deemed to be a condition of employment. It is understood and agreed that if the work performed in this advisory capacity warrants a temporary promotion then the applicable provisions of the Collective Agreement, concerning temporary promotion, shall apply.

(4) The Employer specifically agrees not to amend any job description held by any Work Leader or any other MoveUP affiliated job description to incorporate job selection responsibilities into their duties or attempt to have them designated as excluded Employees pursuant to the Labour Relations Code of British Columbia, or any successor legislation.

(5) The Employer specifically agrees not to compel any Employee in the bargaining unit who participates in the job selection process in accordance with Paragraph (2) above to testify before either an arbitrator or the Labour Relations Board of British Columbia, or any of its successors.

(6) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(7) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 19 ___

D. Percifield	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

Date 1994-10-17

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

MEMORANDUM OF UNDERSTANDING # 36
(Previously Letter of Understanding # 36)
RE: DUTY TO ACCOMMODATE

1. The Parties to this Collective Agreement agree that they shall jointly share in their duty to reasonably accommodate, by placing in any job they are capable of filling, employees:

   (a) who are incapacitated due to general impairment of health for the efficient performance of their regular duties; or

   (b) permanently or temporarily disabled by a work related injury or illness.

2. In placing employees as per the above, the Union agrees to waive the applicable job posting requirements for the available placement position.

3. An employee subject to placement shall be entitled to all terms and conditions of their respective employee category - full time, part time, or casual - as set out in the Collective Agreement provided they meet the applicable employee definition as defined in Article 1.06. Where modified terms, including but not limited to hours of work, job duties, applicability of benefits, are required to accommodate an employee they shall be discussed on a case by case basis and jointly agreed by the Parties.

4. The Employer shall give due consideration to workplace access and modifications, and personal circumstances in accommodating employees.

5. By mutual agreement, the Employer may place eligible employees from outside the bargaining unit into positions encompassed by MoveUP's certification. In such cases the employee's bargaining unit seniority shall commence effective the date of placement into the bargaining unit.

6. The above terms are subject to a position being available that meets the needs of the operation and the abilities of the employee.

7. This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

8. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 19_____

_____	_____
D. Percifield	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

Date: 1994-10-17

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

MEMORANDUM OF UNDERSTANDING # 37
RE: MICA CREEK

1. HOURS OF WORK

a. Employees headquartered at Mica Creek shall work a 4 day workweek. The hours of work for employees who are regularly headquartered at Mica Creek will be as set out below:

Work Day 1: 10:00 to 17:30
Work Day 2: 07:00 to 17:30
Work Day 3: 07:00 to 17:30
Work Day 4: 07:00 to 14:30

Note: Day 1 is normally a Monday unless a Statutory Holiday falls on a Monday in which case it will be a Tuesday.

A half-hour unpaid lunch break will be taken during these hours of work.

For each day worked the employee will be paid 7.5 hours and the remaining time, less .5 hour in respect of the 7 hour work day on Day 1, will be credited to a Mica Time Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above.

b. Not later than 30 November, Hydro and the Union will agree on a Mica Schedule for the following year. This schedule will allocate Fridays as either RWWL Days or Mica Days off in weeks which there are no Statutory Holidays.

2. TRANSPORTATION, ACCOMMODATION AND ALLOWANCES

a. Commuting employees may utilize BC Hydro transportation, equipped as required by the applicable Safety Acts and regulations, to travel between Revelstoke and Mica, or between one of three (3) Remote Muster Locations and Mica, at the commencement and completion of each work week. Time spent in travel will not be paid as time worked.

The Remote Muster Locations are:

(i) Kamloops
(ii) Kelowna
(iii) Vernon

Other locations along the travel route between Mica Creek and the above mentioned locations may be approved at the manager's discretion.

b. Accommodation and meals are provided to employees during the workweek without charge.

c. FTR employees, and FTT employees who are hired for a minimum 3 month posting, and are headquartered at Mica Creek, will receive a 16% of base wage remote incentive. The terms and conditions of stopping, suspending or continuing payments will be the same as those set out in Appendix C (remote incentive program) of the IBEW Collective Agreement.

d. Full-time employees headquartered in Mica will earn an additional 34 Mica Day Time Bank hours annually in recognition of work and home balance issues that can conflict more often with workers that work away from home. These additional hours shall be earned on a bi-weekly basis, and shall stop or continue being earned while on leave in accordance with Article 14.10. Employees may request to have earned and unused Mica Day Time Bank hours paid out once per year.

_____	_____
Nanette Moller-Hansen	Barbara Junker
BC Hydro	MoveUP

Signed July 20, 2015

This MOU was amended 06 September 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 39
RE: SICK LEAVE WHILE ON ANNUAL VACATION

7 August 1997

(Refer to Articles 14 and 15)

Mr. S. Watson
Senior Business Representative
Canadian Office and Professional Employees'

Dear Mr. Watson:

This is further to our discussions with respect to the application of sick leave once an employee has commenced Annual Vacation, as well as the application of sick leave with respect to scheduled RWWL days.

The Union agrees to recognize B.C. Hydro's practice in the application of sick leave once an employee has commenced Annual Vacation, which is to defer Annual Vacation when serious disability or illness, certified by a doctor, occurs after the commencement of Annual Vacation and the Annual Vacation has been scheduled for longer than five days.

It is understood and agreed that such deferral of Annual Vacation for serious disability or illness does not apply in cases where the Annual Vacation has been scheduled for a period of five days or less and the employee has already commenced their vacation.

With regards to the application of sick leave and RWWL days, the Parties agree that the following principles will be applied:

1. When sickness occurs after quitting time of a given working day but before starting time on the immediately following normal working day which is a scheduled RWWL day, such RWWL day will be taken and recorded as such.

2. When a person is off sick on the working day before a scheduled RWWL day, or sickness occurs during the working day before a scheduled RWWL day, and should the sickness continue into or through the scheduled RWWL day, the time will be recorded as sick leave and the RWWL day shall remain in the employee's Article 11.10 (a) time bank and may be rescheduled at a later date.

Yours truly,

Susanne Matheson
Labour Relations Officer

_____ _____

Scott Watson
Senior Business Representative

Date

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

MEMORANDUM OF UNDERSTANDING # 40
RE: APPLICATION OF ARTICLE 7.10(g)

With respect to the language found in Article 7.10(g) which reads "...Where an employee who bids laterally on the same position they currently hold does not possess the required educational qualifications, they shall be deemed to possess such qualifications...", the Parties agree to the following:

It is understood that this language was not intended to "automatically" apply to temporary employees nor regular employees temporarily holding positions other than their regular positions. Notwithstanding this, it is further understood that although these employees are not "automatically" deemed to meet the educational requirements by virtue of this language, they may be otherwise deemed to possess such qualifications through an appropriate assessment. Any equivalencies applied in these circumstances shall be applied in a fair and consistent manner.

Signed at , B.C. this day of , 19

S. Watson	D.S. Connelly
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

1996-12-20
Date

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

MEMORANDUM OF UNDERSTANDING # 41
RE: LIFESTYLE COORDINATORS

WHEREAS, B.C. Hydro requires the flexibility to select and rotate employees from any employee group to perform the function of Lifestyle Coordinator in the Employer's health and wellness program in order to ensure the continued success of the program; and

WHEREAS, The Office and Professional Employee's Union Local 378 takes the position that the Lifestyle Coordinator duties are encompassed by the Union's Order of Certification;

NOW THEREFORE, the Parties agree that the following terms will apply in resolving their mutual concerns:

(1) job selections for the position of Lifestyle Coordinator will be made based on the language of Article 7.10(d); however, the Union has acknowledged B.C. Hydro's concern that the Employer must be able to solicit interest and select candidates from all employee groups. To this end the Parties further agree as follows:

   (a) applicants from all employee groups will be evaluated based on the same selection criteria for any given competition; and

   (b) should an applicant from outside the MoveUP bargaining unit apply and whose ability is significantly and demonstrably higher than applicants within the bargaining unit, the Employer shall be free to select the external applicant, subject to the grievance procedure. In the event the successful applicant is from outside the bargaining unit, the terms of Points 4(a) - (c) below shall apply.

(2) in order to encourage interest in available Lifestyle Coordinator positions, job bulletins shall be posted in a generic, "expression of interest" fashion, with mention made that the positions are covered by the terms of the MoveUP Collective Agreement;

(3) Lifestyle Coordinator positions may be either permanently held by the incumbent, or they may be designated as rotational, subject to the operational requirements of the area to which the position reports. Where the position is designated as rotational, the following applies:

   (a) the Parties agree to apply the terms of Article 20.04 for up to 3 years from the date of selection;

   (b) the successful applicant's regular position will be held open and the applicant shall return to this position following their rotation as a Lifestyle Coordinator. Such applicants shall not be eligible to occupy any other rotational Lifestyle Coordinator position for a period of 3 years from the expiry date of his/her most recent rotation.

(c) where the successful applicant is from outside the bargaining unit, the terms of Article 20.04(f) shall apply for the duration of the rotation, with an equivalent union dues deduction payable to MoveUP for this period.

4. current Lifestyle Coordinator incumbents at the signing of the 14 July 1992 Letter of Understanding shall remain in their positions and retain their current affiliations.

5. if a Lifestyle Coordinator position is posted to be permanently held, rather than designated as rotational, all persons, including incumbents of other Lifestyle Coordinator positions may apply. The 3 year restriction set out in (3) above does not apply.

6. any person whose regular position is a bulletined permanent Lifestyle Coordinator position is not eligible to apply for a Lifestyle Coordinator position when it is posted on a rotational basis.

7. persons who occupy a rotational Lifestyle coordinator position are not eligible to compete for other rotational Lifestyle Coordinator positions.

8. persons occupying a rotational Lifestyle Coordinator position are subject to being bumped in accordance with Article 9.07 of the collective agreement. Incumbents of rotational Lifestyle coordinator positions who are bumped shall be returned to their regular position. Employees who bump into the rotational Lifestyle Coordinator position shall occupy that position only for the remainder of the rotational period after which time they shall receive options in accordance with Article 9.08 of the collective agreement. Vacant rotational Lifestyle Coordinator positions will not be considered vacancy placement opportunities under Article 9.05 of the collective agreement.

This Memorandum of Understanding may be changed at any time, or otherwise terminated, by mutual agreement of the parties.

Signed at , B.C. this day of , 19

S. Watson	M. Corrigan
Senior Business Representative	Labour Relations Officer
MoveUP	B.C. Hydro

Revised Date 1996-12-20

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

MEMORANDUM OF UNDERSTANDING # 42
RE: PAST SERVICE CREDITS FOR DETERMINING OF ANNUAL VACATION ENTITLEMENT

A former employee re-entering BC Hydro's service will earn their vacation entitlement at a rate of 6% for the first year of re-employment. Following the completion of one year service after re-entry, the employee will earn and take their vacation entitlement at the rate of 6%, 6.4%, 8%, 10%, or 12% depending upon his/her vacation entitlement taking into account the employee's past service credits.

For example, an employee whose past service entitles them to 20 days vacation returns to BC Hydro on March 23/05. During the first year of re-employment, the employee will earn vacation at a rate of 6%. In the second year of re-employment beginning March 23/06, that employee would earn Annual vacation at a rate of 8%. If that same employee were to quit employment on June 23/06, they would be paid their annual vacation entitlement from March 23/06 to June 23/06 at 8%.

Annual Vacation is credited on the first day of January each year. A returning employee is entitled to past service annual vacation commencing on their first anniversary date of their return to BC Hydro. However, for system reasons, the actual days of entitlement do not appear in the employee’s vacation account until the following January. So to carry the example further, if the employee did not quit employment, the 20 days of vacation to which they were entitled would appear on their records in January 07.

MEMORANDUM OF UNDERSTANDING # 43
RE: Work Experience Placements - Career and Personal Planning Program

Given the initiatives of the Provincial Government regarding the Work Experience Programs for students in grades 11 and 12, the Parties agree to the following in respect to the offering of "Work Experience Placements" and "Job Shadowing Opportunities" at B.C. Hydro associated with this particular program.

1. Students shall be enrolled in a secondary school level program.

2. Participating students shall not (1) replace; (2) displace; (3) delay the filling of a vacant budgeted/approved position in the bargaining unit; or (4) replace leaves of absence.

3. Duration of participation of any one student in the Career Preparation option shall not exceed 100 hours in any 12 month period.

4. Duration of participation of any one student in the Career and Personal Planning option shall not exceed 30 hours in any 12 month period.

5. Students shall not receive any form of remuneration for tasks performed, nor be entitled to become members of the Union.

6. The employee assigned to oversee, or provide a "shadowing" opportunity to a student shall be provided with adequate time to do so.

7. The Employer will complete a Work Experience Placement Partnership Agreement form for each student with each school district participating in the program, which will also be signed by the local Union Representative (Job Steward or Executive Councillor) and a copy forwarded to the Union office.

8. This Agreement may be canceled by either Party providing 30 days' notice, and is without prejudice to either Parties' position regarding the offering of such placements.

Signed at Vancouver , B.C. this 7th day of October , 1997

_____	_____
Pamela Poisson	Susanne Matheson
MoveUP Union Representative	Labour Relations Officer

1996-12-20
Date

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 44

RE: RESPECTFUL WORKPLACES

1. BC Hydro and MoveUP, (the "Parties") are committed to providing a workplace that maximizes each employee's contribution to the success of the corporation to the greatest extent possible. The purpose of this Memorandum is to promote respectful behaviour and to prevent disrespectful behaviour within BC Hydro's workplace wherever possible.

2. Employees are responsible for conducting themselves within the spirit and intent of this Memorandum and for contributing to a workplace free of harassment and disrespectful behaviour.

3. Managers will foster in their areas a working environment where harassment and other disrespectful behaviours as defined in this memorandum are not tolerated, and will take timely action whenever they have knowledge of these behaviours.

4. BC Hydro is committed to providing tools and training to employees and managers to provide them with information, tools and processes for resolving issues that arise under this memorandum.

5. Retaliation against an individual for making a complaint or participating in a resolution process under this Memorandum is prohibited. Such retaliation shall be considered a form of harassment and shall be dealt with through this Memorandum.

6. The parties to this Memorandum agree to handle matters arising within it under the strictest confidentiality.

7. Definitions

(a) Respectful Workplace Behaviour:

- Respectful behaviour is being considerate and compassionate of others; it also includes treating others with dignity and respect while communicating openly and honestly.

- Respectful behaviour in the workplace is work-focused, professional and in keeping with BC Hydro's Core Values and BC Hydro's Respectful Workplace Policy.

- Respectful Workplace Behaviour includes legitimate performance management or disciplinary conversations between managers and their employees. It also includes changes to the work, duties, or working conditions, setting workload and deadlines, and work evaluation.

- All BC Hydro employees, contractors and managers are expected to exhibit respectful workplace behaviour in the course of performing their duties for or on behalf of BC Hydro.

(b) BC Hydro Workplace:

- A "BC Hydro Workplace" includes any offices, plants, stations, or other physical facilities where work is performed by BC Hydro employees or contractors.

- It also may include any place where there is a link between work performed by BC Hydro employees, or on behalf of BC Hydro, and an employee or contractor's activities.

(c) Disrespectful Workplace Behaviour:

- Disrespectful Workplace Behaviour can be viewed as the opposite of Respectful Workplace Behaviour. There are four types of disrespectful behaviour that are unacceptable in BC Hydro's workplaces:

  (i) Personal Harassment (including bullying): Conduct or comment, which a reasonable person would consider to be:
  - Objectionable;
  - Directed towards a specific person or group;
  - Serves no legitimate work purpose, and;
  - Has the effect of creating an intimidating, humiliating or offensive workplace.

  This does not include actions taken in good faith while exercising managerial/supervisory rights and responsibilities (e.g. performance reviews and performance management).

  Personal harassment (including bullying) may occur during one incident or over a series of incidents. Some actions may not be considered harassment unless repeated.

  (ii) Sexual Harassment: Unwelcome conduct or comment of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences. Conduct of a sexual nature includes, but is not limited to:

  - Sexual or physical assault;
  - Propositions in exchange for workplace favours;
  - Derogatory or degrading remarks of a sexual nature or regarding gender or sexual orientation;
  - Sexist jokes causing embarrassment or offence told or carried out after the joker has been advised that they are embarrassing

or offensive, or that by their nature, would be understood by a reasonable person to be embarrassing or offensive;

- Unwelcome sexual flirtations, advances or propositions, sexually suggestive or obscene comments or gestures, leering;
- Other like behaviour.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(iii) Workplace Violence: The attempted or actual exercise by a person of physical force within the context of work so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury." (refer to OSH Standard 802)

(iv) Discrimination: Discrimination is any objectionable or unwelcome conduct or comment in respect to a prohibited ground as listed in the BC Human Rights Code: These grounds are:

- Race;
- Colour
- Ancestry;
- Place of Origin;
- Political Belief;
- Religion;
- Marital Status;
- Family Status;
- Physical or Mental Disability;
- Sex;
- Sexual Orientation;
- Age; and
- Criminal or summary conviction offence unrelated to the employment or intended employment of that person.

As with Disrespectful Behaviour, Discrimination is not tolerated at BC Hydro. Disrespectful Workplace Behaviours may be a part of, or a form of, Discrimination when based on a ground listed above.

(d) Whether or not conduct is seen as "disrespectful" will depend on the circumstances of each case. In most cases, the complainant must expressly reject the conduct or object to the conduct in order to complain about it. In other cases, it will be sufficient if the individual engaging in the behaviour knows or ought to have known that the conduct is unwelcome.

8. Resolution Procedures

Employees who believe they are experiencing disrespectful conduct directed towards them or another colleague have a number of options to assist in resolving the matter.

(a) Employee Self-Help Resources

i) Employee-to-Employee: Employees who believe they are experiencing disrespectful conduct should first, where possible, discuss the matter directly with the employee(s) involved.

ii) Employee-to-Manager: Employees who believe they are experiencing disrespectful conduct but are not comfortable dealing with the employee(s) directly should raise the matter with their manager. If the employee believes they are experiencing disrespectful conduct with their manager, they should raise it to their manager's superior. If the employee believes they are experiencing disrespectful conduct with a manager other than their own they should raise it to their manager. In any case, an employee may alternatively raise it to their area's Human Resources Business Partner (HRBP). Employees who are not comfortable in raising their concern with their concern with their manager or HRBP may consult with a Union representative for guidance.

iii) Respectful Workplace Coordinator: Employees may also consult with BC Hydro's Respectful Workplace Coordinator at any point in the process. Participation in any of services offered by the Respectful Workplace Coordinator is voluntary for all employees. First-time consultations will be kept confidential unless the matter is escalated to BC Hydro management or unless the same employee(s) to an issue request assistance of the Respectful Workplace Coordinator a second time.

(b) Internal Investigations

(i) Employees who believe that they have been subjected to disrespectful behaviour are encouraged to resolve the issue. This may be by speaking with the person(s) first or requesting help from a manager, HRBP, Union Representative, or Respectful Workplace Coordinator. In the alternative, employees may request an Internal Investigation into the matter by contacting the Respectful Workplace Coordinator.

(ii) An Internal Investigation will also occur without the need for a request by an employee if a manager becomes aware of potential disrespectful behaviour as defined in this Memorandum.

(iii) The purpose of an Internal Investigation is to determine whether or not there has been a violation of Section 7 (c) (Disrespectful Workplace Behaviour) of this Memorandum. Ideally employees and manager will use "Self Help Resources" (Section 8(a)) to find a resolution to the issue.

(iv) The Respectful Workplace Coordinator will notify the Manager – Employee Relations and the appropriate HR Team Lead of the request or need for an Internal Investigation. Employee Relations will notify the appropriate MoveUP Union Representative(s) of the matter prior to the commencement of an investigation.

(v) The appropriate HR Team Lead will designate an HRBP who will conduct the Internal Investigation and will determine appropriate resources or support people in gathering information and evidence. The manager(s) responsible for the area(s) involved will be informed of the investigation.

(vi) Upon completion of the investigation, the HRBP will write a detailed report of their findings identifying whether or not there has been a violation of Section 7 (c) (Disrespectful Workplace Behaviour) of this Memorandum, and send a copy of this report in the strictest of confidence to the HR Team Lead, the Respectful Workplace Coordinator, the Manager - Employee Relations and the MoveUP Union Representative(s) involved in the investigation.

(vii) The HRBP and a manager will meet with each of the Complainant(s) and Respondent(s) along with their Representatives to advise them of the findings and implications, both verbally and in writing via a letter summarizing the findings of the investigation. The Complainant(s) and Respondent(s) will not receive a copy of the full report.

(viii) Following the investigation, the Respectful Workplace Coordinator will debrief individually with the Complainant(s) and Respondent(s) along with their Representatives to consider further options for understanding and/or resolution.

(c) External Review and Investigation

(i) If one or more employees involved in an Internal Investigation disagree with the findings of the HRBP, they may file a request for an External Review within ten (10) days of receiving the written results of the Internal Investigation.

(ii) BC Hydro may forego an Internal Investigation and ask an External Complaint Officer to conduct and External Investigation into the matter. An External Review is a review of the evidence and the Internal Investigation results. An External Investigation is an investigation conducted by a non-BC Hydro employee. Both are conducted by an External Complaint Officer. In both cases the Respectful Workplace Coordinator must be contacted to request an External Investigation of Review. Where this matter involves a unionized employee, BC Hydro will consult with the appropriate MoveUP Union Representative(s) prior to selecting the External Complaint Officer.

(iii) When an External Review takes place, the External Complaint Officer will:

- Review all documents made during the Internal Investigation;
- Meet once with each participant in the Internal Investigation to hear their evidence;
- Meet with additional witnesses if they decide it is required;
- Not be confined to reviewing the findings of the Internal Investigation;
- Conduct further investigation as they deem appropriate; and
- Determine whether or not the findings of the Internal Investigations are supported by the evidence collected.

(iv) In both an External Review or Investigation the External Complaint Officer will issue a report of their findings to the CHRO, Manager – Employee Relations, the Vice-President(s) for the area, the HR Team Lead(s) for the area(s) involved in the matter, the Respectful Workplace Coordinator, and Union Representative(s) involved in the investigation.

(v) The HRBP and a manager will meet with each of the Complainant(s) and Respondent(s) along with their Representatives to advise them of the findings and implications, both verbally and in writing via a letter summarizing the findings of the investigation. The Complainant(s) and Respondent(s) will not receive a copy of the full report.

(vi) The Respectful Workplace Coordinator will debrief with the Complainant(s) and Respondent(s) to understand the findings and consider further options for understanding and/or resolution.

(d) Issue Resolution

(i) Following the completion of any investigation or review, the manager(s) for the area(s) involved in a Respectful Workplace matter will meet with the Respectful Workplace Coordinator and the appropriate HR Team Lead to review the needs of the work groups affected by the findings and to put into place any steps that must be taken to ensure that the area is productive and free of disrespectful behaviour in the future. Where this matter involves a

MoveUP member, BC Hydro will consult with the appropriate Union Representative(s) prior to making this decision.

(ii) If appropriate, the Respectful Workplace Coordinator, Manager, Supervisor and/or HRBP will meet with the Complainant(s), Respondent(s) and their Representatives together when working towards resolving an issue.

If there are findings that Section 7(c) (Disrespectful Workplace Behaviour) of this Memorandum was violated by one or more individuals, the HRBP and manager, in conjunction with Employee Relations and the HR Team Lead, will determine an appropriate remedy. Where this matter involves a Unionized employee, BC Hydro will consult with the appropriate MoveUP Union Representative(s) prior to making this decision.

(e) Issue Follow-up

(i) Within six months following the conclusion of an Internal Investigation, External Review or External Investigation, the Respectful Workplace Coordinator will contact the Manager / Supervisor (s) responsible for the area(s) where the issue arose and the Union Representatives involved in the matter, and will follow up on the outcome of the report and the current state of the workplace subject to investigation. The Respectful Workplace Coordinator will document this conversation and provide a summary to the HR Team Lead and the Manager - Employee Relations.

9. The Respectful Workplace Coordinator will supply BC Hydro and the Union with a report of all first time cases and investigations every six months listing the number of employees and the types of cases.

10. This Memorandum of Understanding is deemed to be incorporated into the Collective Agreement between the Employer and the Union.

Signed at Vancouver, B.C. this 20th day of July, 2015.

Originally signed by:

Nanette Moller-Hansen	Barbara Junker
British Columbia Hydro & Power	MoveUP

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 45
RE: POWERTECH LABS INC.
LOCAL ISSUES AND TRAINING

LOCAL ISSUES:

1. Business Travel

a) Travel time shall not apply where work is scheduled prior to or after an employee's normal working hours at the employee's normal work location.

b) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, provide or pay reasonable costs for alternate transportation to the employee's home under the following conditions:

(i) provided that normal means of transportation is not available;

(ii) where an employee is in a car pool arrangement, "normal means of transportation" shall be deemed to include the car pool;

(iii) for purposes of this provision, "unscheduled overtime' is defined as that overtime occurring where an employee is notified by the Employer during his/her scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.

c) If an employee is required to report for a regular scheduled day of work at a location other than the employee's normal work location, travel time at double time rates will be paid to and from that location, less the amount of time normally taken to travel to and from the employee's normal work location.

d) Time spent traveling at the request of the Employer on an employee's scheduled day off shall be paid to a maximum of 7 1/2 hours at straight time rates.

e) Any time spent in travel by public carrier prior to or following the normal day's work will be paid for as time worked, except that where overnight travel is required, and sleeping accommodation is available, the hours between 24:00 and 08:00 will not be paid.

~~f)~~ The Employer shall pay all reasonable expenses incurred by an employee when traveling at the request of the Employer on Company business, including but not limited to air travel, and other means of transportation, accommodations, meals and other expenses directly related to such travel requirements.

2. Christmas Shutdown

a) It is understood and agreed that the Employer may schedule a shutdown of its operations between the Christmas and New Year's Holidays in any year. Such vacation shut down may be preceded by the weekend prior to Christmas Day and the weekend following New Year's Day.

b) In the event that the Employer implements a shutdown during the Christmas period, an Employee may request and receive a combination of time off, for any of the days the Employee would have normally worked during the period of the shutdown which are not covered by Paid Holidays, in accordance with the following:

i) unused annual vacation entitlement;

(ii) banked time, banked overtime and/or days in lieu;

(iii) time off without pay.

c) The Employer shall provide all Employees with a minimum 90 calendar days prior written notice of a planned Christmas Shutdown.

d) Where the Employer has a requirement for work to be performed during a Christmas shutdown period, the performance of such work by any Employee shall be subject to the following:

(i) The Employer shall ask, in seniority order, from highest to lowest, the Employees who normally perform the available work if they want to work during the Christmas Shutdown and those Employees who accept shall be scheduled to work the required days;

(ii) If the Employer is unable, pursuant to the above, to secure sufficient personnel to meet the work requirements, the Employer shall have the right to schedule Employees in reverse order of seniority, from lowest to highest, who normally perform the available work to work during the Christmas Shutdown period.

e) Any Employee who is scheduled to work any Statutory Holiday during any Christmas Shutdown period and who, without adequate reason, does not work shall not be entitled to any pay beyond that normally received for such Statutory Holiday(s).

f) The Employer shall give at least 10 working days' notice to each Employee who is scheduled to work, in accordance with the provisions of this section, during a Christmas shutdown. This provision shall not apply to circumstances beyond the control of the Employer.

Signed in Vancouver, B.C. this 20th day of October, 1995.

_____	_____
Scott Watson	Mike Corrigan
MoveUP Business Representative	Labour Relations Officer

Carol Slusar George McCrae Jim Brezden

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 48
RE: INITIAL IMPLEMENTATION AND ONGOING MAINTENANCE OF PAY EQUITY JOB EVALUATION

Whereas the Parties agree that this Memorandum of Understanding will govern the settlement of grievances #18-96 (96.0059) and # 91-95 part 2 (95.0241), where applicable: and, whereas it is agreed the provisions of article 9 do not apply to the implementation and ongoing administration of the Pay Equity Job Evaluation Plan, except with respect to matters that are not expressly provided herein,

the Parties agree to the following:

1. The Parties agree that each provision of this Memorandum will only apply with respect to emerging jobs derived from or superceding the originating job, unless otherwise agreed by the Parties.

2. This Memorandum stands alone and the Parties agree that its provisions cannot be relied on in any dispute with respect to the intepretation or application of any other provision of the Collective Agreement. It is confined to those issues defined as falling within its terms.

3. Disputes arising under this Memorandum will be addressed in an expedited process by reference to one of the following mediator/arbitrators - J. Gordon, A. Hope, S. Kelleher, D. Munroe. The process will be informal and decisions that cannot be reached by consensus will be made by the mediator/arbitrator and will be final and binding. The mediator/arbitrator will be selected for disputes by rotation or by mutual agreement provided that the mediator/arbitrator selected agrees to hear the dispute within 7 working days and to publish any decisions required within 72 hours of having completed the hearing. Decisions will not be precedential; will be brief; will be confined to findings of fact, brief analysis and the result.

4. Where there are *multi-incumbents* in the same job within a department (a department for purposes of this memorandum is the same as referred to in Article 7.10(a)) and as a result of applying the Pay Equity plan for *one or more but not all* the incumbent's positions are to be *upgrouped*, it is recognized that no candidate has a vested right to the upgrouped job. B.C.Hydro will apply the process outlined in Article 7.10(a) among the multi-incumbents. Where there is an increase in position(s) or if there is an existing vacancy they will be filled using the process outlined in Article 7.10(a) or (b). Selections wil be based on Article 7.10(d).

5. Where there are *multi-incumbents* in the same job within a department and as a result of applying the Pay Equity plan *one or more but not all* the incumbent's positions are to be downgrouped, the decision as to which incumbent(s) will remain in the higher position will be addressed under the expedited

mediation/arbitration process set out in this Memorandum. In the circumstances where this paragraph applies, the determination of which incumbent will remain in the higher position will be based upon a sufficient ability test, with the result that the senior incumbent who has the sufficient ability to perform the work in the higher position will be entitled to that position and the junior employee will assume the lower level position. Where the senior incumbent does not have the present sufficient ability to perform all of the work in the higher position, but would have such ability had he or she been given a specific training opportunity that was provided to a junior employee in the same job, the senior employee will be offered the same training with the condition that the training is successfully completed within a 90 day calendar period. (As per LOA #4 re: Interpretation of MOU #48 - February 2000).

6. Where there are *single or multi-incumbents* in the same job within a department and as a result of applying the Pay Equity plan all the incumbents positions are either *upgrouped, downgrouped or remain at the same level* they will all be assigned to the job.

7. Where there is a *single incumbent* in a job within a department and duties are added, deleted, or otherwise changed and either a different existing title is required at the *same level or different level* or a new job is created at the *same level or different level*, then providing the emerging job is derived from the originating job or supercedes the originating job or if the Parties otherwise agree, and providing the incumbent has the present ability to do the job she/he shall assume the position. In the event the individual does not have the present ability and cannot achieve the necessary level of ability with training, in a reasonable period of time, the individual will be displaced.

8. Where there are *multi-incumbents* in the same job within a department and duties are added, deleted or changed in one or more but not all positions and either a different existing title is required at the *same level* or a new job is created at the *same level*, then provided the emerging job is derived from the originating job or supercedes the originating job or if the Parties otherwise agree, the incumbent with the greatest seniority and present ability to perform the job shall be offered the position first. In the event none of the incumbents in the originating job elect to fill the emerging job, the incumbent with the least seniority and present ability would assume the job. If none of the incumbents has the present ability and cannot achieve the necessary level of ability with training in a reasonable period of time, the most junior individual(s) will be displaced.

9. Where there is a *single incumbent* in a job within a department, pursuant to Article 9.16(a) and (b) the incumbent may be transferred from his/her current job to a job *at another headquarters* having the *same level* but a different job title and job code, provided the emerging job is either derived from or supercedes the originating job.

10. Where there are multi-incumbents in the same job within a department and pursuant to Article 9.16(a) and (b) one or more but not all of the incumbents are to be transferred from their current job to a job at another headquarters having the same level but a different job title and job code, then providing the emerging job is either derived from or supersedes the originating job, the incumbent with the greatest seniority and present ability to perform the job shall be offered the position first. In the event none of the incumbents in the originating job elect to fill the position, the incumbent with the least seniority and present ability would be directed.

Scott Watson	Mike Corrigan
MoveUP	B.C.Hydro
November 7,1996	November 5, 1996 **AMENDED** (April 2002)

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 49
RE: CONTINUOUS SHIFT OPERATIONS AT NCS

This Memorandum is for a one year pilot period commencing pay #2 on January 10th, 1998, and will be renewed and become part of the Collective Agreement following the pilot period unless either Party provides 2 months notice of intention to seek modification or let the agreement lapse.

In the event a dispute arises over the interpretation or application of this Memorandum the matter will be decided giving consideration to the principle that the agreement is not intended to result in decreased benefits or conditions for the employees; neither should the agreement result in increased costs for the Employer.

1. The hours of work for full-time Computer Operator 3 employees in continuous operations will be from 7:00am to 7:15pm or 7:00pm to 7:15am. Starting times may be varied by agreement of the Manager and the employee(s).

2. Shift rotation will be on a four 'days on' - six days off basis with the exception of the relief shifts, which will be three 'days on' - four days off. This includes 17 RWWL days built into the schedule. The shift rotation may be changed by mutual agreement between the majority of the affected employees and management. The Union will be notified of any proposed changes to established shift rotations prior to their implementation. In the event the Union disagrees the original shift rotation will be maintained.

3. Each shift shall have an unpaid lunch period of 35 minutes.

4. In the event an employee is scheduled for an education course on a day(s) that would normally be scheduled off, the employee will be paid at straight-times for the duration of the course, subject to a minimum payment of four hours. The employee may elect to be paid cash or have the time credited to their time off bank. If notice of less than 24 hours is received the employee affected will be paid at overtime rates for the first day of the course. Should an employee be scheduled for training on their scheduled days off more than once in an eight week period, overtime rates will apply.

5. Subject to the approval by the Manager or his/her designate, employees under this memorandum may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee she/he replaces but shall continue to receive her/his own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the work period to which the premium rate applies.

6. It is understood that shifts will be 11 hours 40 minutes, excluding the lunch period. An employee's time bank will be credited with 4.16 hours for each day worked.

7. Annual vacation, sick leave, WCB, jury duty, compassionate leave, etc. are paid at 7.5 hours for each day scheduled to work, with 4.16 hours being added to their time bank.

8. An employee's entitlement to annual vacation days will be pro-rated by dividing the annual vacation entitlement in hours by 11.66. The corresponding calculations are:

   15 days vacation - 9.65 scheduled days off
   20 days vacation - 12.85 scheduled days off
   25 days vacation - 16.05 scheduled days off
   30 days vacation - 19.30 scheduled days off

   Partial days will be converted back to hours and added to the employee's time bank in the New Year.

9. 'Days on' that are scheduled off for other than current vacation entitlements will have 7.5 hours paid from their time bank. Each pay period will also have 4 days off scheduled which represent the equivalent of Saturdays and Sundays.

10. Employees shall have three 15 minute paid rest periods per shift.

11. Employees shall be scheduled to work 150 shifts (totaling 1750 hours) in each calendar year, less vacation entitlement.

12. If at the end of the calendar year a shift worker has not worked or has exceeded the prescribed hours (1750 hours), the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.

13. Employees who work statutory holidays as part of their 'days on' schedule shall be paid a premium rate of one and one-half times the normal rate of pay for all hours of work which fall on the statutory holiday (00:00 - 24:00 including Christmas Day and New Years Day).

14. No NCS employee shall be scheduled to work both Christmas day and New Years Day. Christmas day for scheduling purposes only shall be considered the period between 7:00pm Dec 24th to 7:15pm Dec 25th. New Years day shall be considered the period between 7:00pm Dec 31st to 7:15pm Jan 1st.

15. As statutory holidays are already excluded from the scheduled 1750 hours, employees are not entitled to any additional days off.

16. Shift premiums cease upon commencement of LTD.

17. Notice of relief situations under Article 12.05(k) shall include vacation relief, banked time off requests and training.

18. Employees working these shifts will receive 11.727% premium on their gross salary representing a blended average of the shift premiums under Article 12.05(f)2.

_____	_____
Sheila Banks	Hal Vatne
MoveUP	B.C.Hydro
Date: January 8, 1998	Date: January 8, 1998

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 50
RE: PAYOUT OF TIME OFF BANK UPON CHANGE OF STATUS FROM/TO FTR TO/FROM PTR

The Union and the Employer (hereinafter referred to as the "Parties") hereby agree to the full and final settlement of the Payout of Time Off Bank When Changing Employee Status from FTR to PTR Grievance (Union #97.0054/BCH #48/96) upon the following terms and conditions:

1. An employee who changes status from FTR to PTR or vice versa will maintain their time off bank accumulated under Article 11.10 (a). This time off bank does not include current year Annual Vacation.

2. **Changing Status from FTR to PTR.**

   PTR employees are automatically paid a bi-weekly percentage for AV, RWWL and Statutory Holidays as outlined in Article 1.06(b) 7 & 8. This percentage payment will be applied to time scheduled off as a PTR. It is understood that when changing status from FTR to PTR, Pay Department will make a one-time adjustment to the number of days in the employee's time off bank earned as a FTR such that when a day is taken from the time off bank as a PTR and the bi-weekly percentage is applied, the amount paid out as a PTR equates that which was earned as an FTR.

   The benefit calculation formula used in determining the appropriate bi-weekly percentage is: {(AV% + 4.8%) x 1.07} + 7% where the AV% is based on the employee's years of service, 4.8% is the percentage for statutory holidays, and 7% is the percentage for RWWL days. Because AV and Statutory holiday pay form part of gross bi-weekly earnings as per Article 1.06(b)(8), these amounts are multiplied by 1.07 to ensure RWWL is paid on earned AV and Statutory holiday pay.

   For example, an employee with 5 years of service will have a bi-weekly percentage of 18.13% applied to their pay upon changing status to PTR. If such employee had 20 days in their time off bank, upon change of status to PTR, their time off bank will be adjusted to 16.93 days (20 days divided by 1.1813). This adjustment will keep the employee whole as the employee's bi-weekly percentage will automatically be applied back to their pay when the employee utilizes time from their time off bank.

3. **Changing Status from PTR to FTR.**

   When changing status from PTR to FTR the employee's time off bank will be increased by the amount of the employees' applicable bi-weekly percentage.

4. Any request by an employee to have their time off bank paid out in cash will be made as per Article 11.10 (c).

5. This agreement also applies to an employee who changes status from FTT to PTR. The provisions of point #2 above will apply in this case.

6. This agreement does not apply to an employee who changes status to or from that of a Casual. It is understood that for an employee who changes status from FTR, PTR or FTT to that of Casual, that the employee's time off bank will be paid out in full. Similarly, should a Causal employee accumulate a time off bank and then change status to FTR, PTR or FTT, their time off bank will be paid out in full.

_____

Sheila Banks
Business Representative
MoveUP

Date December 3, 1997

_____

Karen Popoff
Labour Relations Officer
BC Hydro

Date December 3, 1997

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 51
RE: SEVEN DAY PER WEEK SHIFT OPERATIONS
AT NETWORK OPERATION SERVICES

The agreement reached under this Memorandum is necessitated by recent developments within the Electric Utility Industry in the Pacific Northwest and California. Effective 31 March 1998 at the latest, the respective Utilities will be implementing a seven day per week Pre-Scheduling function within their Control Areas. In order to accommodate this change in the BC Hydro Control Area, the Parties have agreed to a shift operation of the Pre-Scheduling function currently located at Burnaby Mountain, within T&D Network Operation Services.

In the event a dispute arises over the interpretation or application of this Memorandum the matter will be decided given consideration to the principle that the agreement is not intended to result in decreased benefits or conditions for the employees; neither should the agreement result in increased costs for the Employer.

1. The hours of work for full-time Transmission Records Administrator employees in the Network Operation Services seven day per week operations will be from 07:15hrs to 18:00hrs. Starting times may be varied by agreement of the Manager and the employee(s).

2. Shift rotation will be on a four ‘days on’ - four ‘days off’ basis. The shift rotation may be changed by mutual agreement between the majority of the affected employees and management. The Union will be notified of any proposed changes to established shift rotations prior to their implementation. In the event the Union disagrees the original shift rotation will be maintained.

3. Each shift shall have an unpaid lunch period of 30 minutes.

4. In the event an employee is scheduled for an education course on a day(s) that would normally be scheduled off, the employee will be paid at straight-times for the duration of the course, subject to a minimum payment of four hours. The employee may elect to be paid cash or have the time credited to their time off bank. If notice of less than 24 hours is received the employee affected will be paid at overtime rates for the first day of the course. Should an employee be scheduled for training on their scheduled days off more than once in an eight week period, overtime rates will apply.

5. Subject to the approval by the Manager or his/her designate, employees under this memorandum may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee s/he replaces but shall continue to receive his/her own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the work period to which the premium rate applies.

6. It is understood that shifts will be ten hours and 15 minutes (10.25 hours), excluding the lunch period. An employee's time bank will be credited with 2.75 hours for each day worked.

7. Employees shall have three 15 minute paid rest periods per shift.

8. Current annual vacation, current RWWL days, sick leave, WCB, jury duty, compassionate leave, etc. are recorded at 7.5 hours for each day scheduled to work, with 2.75 hours being added to their time bank.

9. An employee's entitlement to annual vacation days will be pro-rated by dividing the annual vacation entitlement in hours by 10.25. The corresponding calculations are;

   15 days vacation - 10.98 scheduled days off
   20 days vacation - 14.63 scheduled days off
   25 days vacation - 18.29 scheduled days off
   30 days vacation - 21.95 scheduled days off

10. Employees will continue to be eligible for the cash payment in lieu of time off for any of the 17 RWWL days as set out in Article 11.01(a). Employees electing time off will have their RWWL days pro-rated by dividing their RWWL entitlement (in hours) by 10.25 as follows:

Regular Y days	Pro-rated amount
17	12.44 days
16	11.71 days
15	10.98 days
14	10.24 days
13	9.51 days
12	8.78 days
11	8.05 days
10	7.32 days
9	6.59 days
8	5.85 days
7	5.12 days
6	4.39 days
5	3.66 days
4	2.93 days
3	2.20 days
2	1.46 days
1	0.73 days

11. Partial or unused annual vacation days will be converted back to hours and added to the employee's time bank in the new year. Partial or unused RWWL days as in item 10 which reside in the time bank will be converted back as well.

12. “Days on” that are scheduled off for other than current vacation entitlements or current RWWL days will have 7.5 hours paid from their time bank. Each pay period will also have 4 days off scheduled which represent the equivalent of Saturdays and Sundays.

13. Employees shall be scheduled to work an average 182.5 shifts (totaling 1875 hours) in each calendar year, less vacation entitlement and RWWL days.

14. If at the end of the calendar year a shift worker has not worked or has exceeded the prescribed hours (1875 hours), the excess or deficit will be carried over and integrated into the schedule for the first quarter of the following calendar year.

15. Employees who work statutory holidays as part of their ‘days on’ schedule shall be paid at a premium rate of one and one-half times the normal rate of pay for all hours of work which fall on the statutory holiday. No Pre-Scheduling employee shall be scheduled to work both Christmas day and New Year’s Day.

16. As statutory holidays are already excluded from the scheduled 1875 hours, employees are not entitled to any additional days off.

17. Shift premiums cease upon commencement of LTD.

18. Employees working these shifts will receive premiums in accordance with the shift premiums under Article 12.05(f)1. I.e.: 6.7% between 07:15 - 08:00 and 16:30 and 18:00.

_____	_____
Sheila Banks MoveUP	Hal Vatne BC Hydro
24 February 1998 Date	24 February 1998 Date

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #52
RE: BURRARD GENERATING STATION

This agreement replaces Memorandum of Understanding #52 dated April 27, 2000. It addresses the provision of laboratory analytical support on a 7 day per week basis for routine Burrard Generating Station (BGS) operations. This MOU will expire at the end of April 2003 unless otherwise agreed by the Parties.

In the event a dispute arises over the interpretation or application of this memorandum the matter will be decided giving consideration to the principle that the agreement is not intended to result in decrease benefits or conditions for employees, neither should the agreement result in increased costs for the Employer.

1. The hours of work for the full-time regular and full-time temporary (FTR and FTT) Lab Technicians scheduled for 7 day coverage shall be from 7:00 am to 3:30 pm.

   Starting and ending times may be varied by agreement of the manager and the employee(s).

2. The shift schedule for the full-time temporary (FTT) Lab Technical Assistant(s) that may be hired for the cooling water test program shall be determined by the Parties with consideration given to operational requirements.

   Starting and ending times may be varied by agreement of the manager and the employee(s).

3. The shift rotation for the Lab Technicians working on the 7 day coverage shall be on a 5 day on, 3 day off basis with slight modifications to avoid weekend and statutory holiday overlap.

4. The 7 day schedule includes RWWL days, which have been built into the schedule. Consequently, the time bank enhancement does not apply to RWWL days. The scheduled rotation may be changed by mutual agreement between the affected employees and management. In the event of disagreement, the schedule rotation described herein shall be maintained. The Union shall be notified of any changes proposed to the established scheduled rotation prior to their implementation. In the event the Union disagrees the scheduled rotation described herein shall be maintained.

5. Each person shall have an unpaid lunch period of 30 minutes.

6. Each person shall have two 15 minutes paid rest periods.

7. Subject to the approval of the Manager or his/her designate, employees under this memorandum may request a mutual exchange of working hours. Each employee will assume the hours of work of the employee she/he replaces but will continue to

receive her/his own regular rate of pay. If premium payment is involved, the premium will be paid to the employee working the work period to which the premium rate applies.

8. It is understood that the schedule shall be for an 8 hour day for those employees involved with the 7 day scheduled coverage excluding the lunch period. For the purposes of time keeping and since pay is based on 7.5 hr/day, for each day worked an employee's time bank shall be credited with 0.5 hours.

9. Sick leave, work related injury leave, jury duty, and compassionate leave shall be paid at 7.5 hours for each scheduled day of work, with 0.5 hours being added to their time bank.

10. An employee's entitlement to annual vacation days will not be pro-rated. Consequently, 0.5 hours will not be added to the employee's time bank.

11. Days "on" that are scheduled "off" for other than current vacation entitlements shall have 7.5 hours paid, first from their accumulated 0.5 hours/day time bank (Q time bank) and then from their regular time bank. Each pay period shall also have 4 days off scheduled. This represents the equivalent of Saturdays and Sundays.

12. Employees shall be scheduled to work a total of 1825 hours in each calendar year, less vacation entitlement. Any excess or deficits in hours will be reconciled annually on 31 December through adjustments to scheduled working hours in the next quarter.

13. Employees who work statutory holidays as part of their 'days on' schedule shall be paid a premium rate of one and one-half times the normal rate of pay for all hours of work which fall on the statutory holiday. The employees shall also have 7.5 hours credited to their time bank.

14. Employees who are scheduled to work a statutory holiday as part of their 'days on' schedule but are not required due to reduced staffing needs, may take the day off and receive 7.5 hours pay for the day. However, 0.5 hours will not be credited to the employee's time bank. It is recognized that this has the potential for an employee accumulating a negative or positive time bank balance which will require reconciliation.

15. As Statutory holidays are not built into the schedule any employee who is not scheduled to work on a statutory holiday shall be entitled to 7.5 hours credited to their time bank. No pre scheduled employee will be scheduled to work both Christmas Day and New Year's Day.

16. Premiums shall be paid in accordance with Article 12.05 (f) and cease upon commencement of LTD.

17. Notice of relief situations under Article 12.05(k) include vacation relief, banked time off requests and training.

_____	_____
Scott Watson	Debbie Jung
MoveUP	BC Hydro
June 11, 2002	June 6, 2002
Date	Date

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 53
RE: SELF-FUNDED SABBATICAL LEAVE

During the 1997 round of negotiations the Parties agreed to provide regular MoveUP members the opportunity to participate in a self-funded sabbatical leave program. The details of the program are the same as what is offered to Management and Professional staff at B.C. Hydro and will be provided to an employee upon their request.

Subject to the application of Article 9, at the end of the leave the employee will return to the regular position they held immediately prior to their departure. In the event that an employee on a leave pursuant to this memorandum would have been displaced 'but for' the leave, the employee will be subject to Article 9 but will not receive their Article 9 options until their return to work date, unless otherwise agreed to by the Parties. The employee is to contact the Employer at least 14 days in advance of their return to work date to confirm their return to work.

The program that is in effect for Management and Professional staff on the date of ratification of the Agreement shall remain in effect for MoveUP affiliated employees for the term of this Agreement.

Karen Popoff	Scott Watson
BC Hydro	MoveUP

October 14, 1998

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 54
RE: MoveUP AND BC HYDRO'S LABOUR RELATIONS FORUM

This Memorandum of Understanding sets out the basis for establishing and maintaining an ongoing Labour Relations Forum (Forum) between MoveUP, Local 378 of the Canadian Office and Professional Employees Union, and BC Hydro.

It is understood that a more favourable relationship cannot be simply negotiated or mandated, it must be developed together by the parties to the relationship. However, the parties recognize that without a shared relationship philosophy, it will be difficult to improve the current relationship. Representatives of MoveUP and BC Hydro therefore acknowledge the need to work jointly with each other and with their principals toward the development of a more harmonious relationship.

The MoveUP and BC Hydro also recognize that many factors, both internal and external, have created and will continue to create new challenges to an effective working relationship. The parties therefore wish to set out the principles and guidelines for the establishment of the Forum and to identify the ways in which the MoveUP and BC Hydro intend to address certain labour relations issues on an ongoing basis. Nothing in this document is intended to abrogate any rights presently held by either party. The parties also recognize that in striving to meet their objective of establishing a stable and productive working relationship, periodic amendments to this document may be required from time to time.

One of the objectives of establishing this Forum will be to have a mechanism in place to respond to certain issues raised by either party which, if not dealt with in a timely fashion, could adversely affect the relationship between the parties. The parties recognize the importance of developing a consultative Forum for purposes of securing and maintaining a Collective Agreement that reflects the ongoing needs of the parties bound by it and which seeks to build labour relations stability within BC Hydro.

1. Working/Problem Solving Sessions

A consultative Forum (known as the Labour Relations Forum) will be established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within BC Hydro. This Forum will consist of regularly scheduled meetings between the parties, and other such meetings as required, with the expectation that there would be no less than eight meetings per year.

2. Representation

There will be two designated senior representatives assigned from each party, one of which will be the President, MoveUP (or designate), and the other, the Manager, Labour Relations, BC Hydro (or designate). The designated representatives will coordinate their respective agendas and will work toward the resolution of issues brought forward. Other participants may be brought in by the parties on an "as required" basis to act as a resource in helping resolve the issues being addressed.

3. Issues to be Addressed

Issues brought forward by the parties may include, but not be limited to, the following: proposed changes to the collective agreement; mutually agreed unresolved issues from the most recent round of collective bargaining; other mutually agreed non-bargaining issues from either party; and, business focused operational issues that have a labour relations impact. Issues brought to the Forum will be discussed on an informal and without prejudice basis, and categorized as being: (1) potentially resolvable within the Forum; (2) not resolvable within the Forum; (3) referable to collective bargaining; and (4) set aside with reasons to the initiator. Every effort will be made to deal with "resolvable issues" as expeditiously as possible. In regard to such issues, the parties will endeavor in good faith to arrive at resolutions without external assistance. However, the parties agree that some "resolvable issues" may require third party assistance, and the parties will therefore appoint a standing mediator who may be called upon as the parties determine. The parties subsequently agreed to appoint Brian Foley as a standing mediator who may be called upon to assist the parties address same "resolvable issues".

4. Resolution Implementation

Resolutions to issues that involve changes to the Collective Agreement shall be announced and implemented as the parties determine. It is understood that some resolutions may require a ratification procedure.

5. Communications

Communication of Forum resolutions will be jointly coordinated. To that end, the parties will keep joint minutes. In addition, each party will be free to engage in direct communications with their respective constituents, with a copy of such communiqués being sent to the other party.

Labour Relations Forum: Collective Bargaining

- Except in relation to proposed changes to the Collective Agreement, the Forum will continue its activities during periods of formal collective bargaining.

- Formal collective bargaining will commence after either party gives the other party written notice of its intention to renew the Agreement in accordance with the terms of the Collective Agreement between the parties. Typically, notice to bargain will occur no less than four months prior to the expiry of the Collective Agreement. The objective is to conclude bargaining by the expiry date of the current agreement.

- The parties will commit appropriate resources to the bargaining process to enable issues to be dealt with in an expedited and thorough fashion.

- Issues resolved through the Forum that are not ratified and implemented immediately, will subsequently be brought to the bargaining table for incorporation in

the next renewal Collective Agreement and will be subject to ratification as part of that settlement.

The parties believe that in order to achieve a positive labour relations environment there must be open communication and trust between the parties and a shift towards a more constructive approach to resolving issues of mutual concern. In support of the objective to achieve and maintain positive labour relations, the parties commit themselves to the principles of the Labour Relations Forum.

_____	_____
Scott Watson	Garry Corbett
For MoveUP	For BC Hydro

May 29, 2000

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #54A

RE: MOVEUP AND BC HYDRO'S LABOUR RELATIONS FORUM
Issues arising from 2012 collective bargaining

In negotiations for a new collective agreement dated April 1, 2012 to March 31, 2014 the parties agreed to have the following issues addressed through the Labour Relations Forum. MoveUP and BC Hydro will endeavor to review the current collective agreement with the goal of reviewing possible cost savings and efficiencies prior to the next round of collective bargaining.

1. Working/Problem Solving Sessions

A consultative Forum (known as the Labour Relations Forum) is established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within BC Hydro. This Forum will consist of quarterly scheduled meetings between the parties, and other such meetings as required, with the expectation that there would be no less than four meetings per year.

2. Representation

There will be two designated senior representatives assigned from each party, one of which will be the President, MoveUP (or designate), and the other, the Manager, Labour Relations, BC Hydro (or designate). The designated representatives will coordinate their respective agendas and will work toward the resolution of issues brought forward. Other participants may be brought in by the parties on an "as required" basis to act as a resource in helping resolve the issues being addressed.

3. Issues to be Addressed

Issues brought forward by the parties may include, but not be limited to, the following:

- Union proposals – Articles 1.03, 1.04, 1.06, 1.16, 3.10, 3.16, 4.02, 5.15, 7.09, 7.10, 7.15, 9.01, 9.04, 9.08, 15.07, 19.03, 23.01, 23.04.

- U27 proposals – Articles 1.05, 1.17, 2.06, 2.07, 4.01, 7.05, 9.05, 9.12, 10.03, 11.03, 11.10, 15.04, 19.07, 19.08, 26.04.

- U28 proposals– MOU #'s 6, 9, 15, 21, 29, 28, 44, 65, 72, 73, 74, 75, 76, 81, X1, X7, X10.

- Telework Agreements - MOU #78 & #79; the parties agree to discuss the future viability of "satellite offices" being included in the telework agreement(s).

- Job Evaluation Plan & Article 2; the parties agree to review and discuss the MoveUP Job Evaluation Plan. The discussion will include reviewing the current factors and factor points.

- M6 – Medical Documentation & Article 15.07; the parties agree to discuss the sick leave and recovery facilitation process. The parties will review the process and documentation balancing the BC Hydro's right to request information to effectively manage the sick leave plan (e.g. adjudication, costs, and efficiencies) and facilitate the safe return to work of employees with employees' right to privacy.

- M10 – RWWL ("Y") days & Article 11.01; the parties agree to discuss alternatives to hours of work and the current application of RWWL days. This discussion would include how they may be applied and leveraged to provide greater flexibility/choices for employees, while achieving greater workplace flexibility/productivity for BC Hydro. The purpose is to maintain the equivalent value of employees' current entitlements, but to explore other possible options that will better serve the interests of both employees and BC Hydro.

- M11 – Post-Retirement Benefits; the parties agree to revisit the current post retirement benefits eligibility and coverage for extended health and life insurance benefits, and possible cost effective alternatives.

- M12 a) – Time Banks; the parties agree, in conjunction with M10 above, to discuss and explore possible amendments to the current application of time banks, including banking and pay out rules.

Every effort will be made to deal with "resolvable issues" as expeditiously as possible. In regard to such issues, the parties will endeavor in good faith to arrive at resolutions without external assistance. However, the parties agree that some "resolvable issues" may require third party assistance, and the parties will therefore appoint a standing mediator who may be called upon as the parties determine. The parties subsequently agreed to appoint Brian Foley as a standing mediator who may be called upon to assist the parties address same "resolvable issues".

4. Resolution Implementation

Resolutions to issues that involve changes to the Collective Agreement shall be announced and implemented as the parties determine. It is understood that some resolutions may require a ratification procedure.

5. Communications

Communication of Forum resolutions will be jointly coordinated. To that end, the parties will keep joint minutes. In addition, each party will be free to engage in direct communications with their respective constituents, with a copy of such communiqués being sent to the other party.

The parties agree upon completion of this forum the parties will develop a communique to their principals of items discussed and the outcome of the discussions.

Labour Relations Forum:

The parties will commit appropriate resources to the process to enable issues to be dealt with in an expedited and thorough fashion.

Issues resolved through the Forum that are not ratified and implemented immediately, will subsequently be brought to the bargaining table for incorporation in the next renewal Collective Agreement and will be subject to ratification as part of that settlement.

The parties believe that in order to achieve a positive labour relations environment there must be open communication and trust between the parties and a shift towards a more constructive approach to resolving issues of mutual concern. In support of the objective to achieve and maintain positive labour relations, the parties commit themselves to the principles of the Labour Relations Forum.

Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.

For MoveUP	For BC Hydro
_____	_____
Brad Bastien	Jeff Marwick

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

(Refer to MOU # 85)

MEMORANDUM OF UNDERSTANDING #55(a)
Re: GAINSHARING

BC Hydro agrees to implement a Gainsharing Program for the fiscal years April 1, 2014 to March 31, 2019. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and nonunion) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible MoveUP members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan,* and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of four percent (4%) to each eligible employee based on that employee's regular earnings.

- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit measures, as determined by BC Hydro.

- Should BC Hydro implement an individual measure, an additional one percent (1%) will be added to the maximum potential value of the gainsharing plan to bring the Plan to a maximum of 5% of an employee's regular earnings. Employees who do not participate in the individual measure will not receive any portion of the additional 1% percent.

- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.

- The scoring range for each measure during the fiscal year ending March 31 is:
  Level – Score Interpretation
  0 - (below threshold, no payment)
  1 - (threshold, minimum payment)
  2 - (good performance, medium payment)
  3 - (excellent performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

Gainsharing F2014 and 2019

BC Hydro agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2014 to March 31, 2019. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and non-union) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible MoveUP members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan,* and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of five percent (5%) to each eligible employee based on that employee's regular earnings.

- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by BC Hydro.

- BC Hydro may implement a measure or combination of measures that could direct up to 2% of the maximum potential value of the gainsharing plan on team or individual basis.

- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or department and/or team or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.

- The scoring range for each measure during the fiscal year ending March 31 is:

  Level – Score Interpretation
  0 - (below threshold, no payment)
  1 - (threshold, minimum payment)
  2 - (goal performance, medium payment)
  3 - (maximum performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

Other Considerations

- New employees will have to work a minimum of three (3) months [sixty-three (63) working days] in order to be eligible for a Gainsharing pay out for the fiscal year.
- Regular and temporary employees will receive a pro-rated Gainsharing pay out based on the number of full months worked during the fiscal year. For example, an employee who works 7 full months will receive 7/12 of the total award.

- Retirees, including those on pre-retirement leave, employees laid off to the recall list, employees released from a temporary job, employees on approved leaves of absence with or without pay, or on LTD during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on time actually worked. For example, an employee who starts a leave of absence on 1 January 2006 would be eligible to receive 9/12 of the total award.
- Employees will have the option of taking their Gainsharing award in the form of a lump sum payment or they may choose to direct the full amount toward the BC Hydro Group RRSP as long as they are members of such a plan and have the RRSP room to do so.
- Employees who are terminated for cause or who voluntarily terminate their employment prior to 31 March of the fiscal year are not eligible for this award.
- A communication package will be assembled and communication updates will be provided throughout the year.

Agreed to this th day of _____, 201_, in the City of Burnaby, British Columbia.

For MoveUP:	For BC Hydro:
Barbara Junker	Laura Mills

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

(Refer to MOU # 85)

MEMORANDUM OF UNDERSTANDING #55(b)
Re: POWERTECH GAINSHARING PROGRAM

BC Hydro agrees to implement a Gainsharing Program for the fiscal year April 1, 2014 to March 31, 2019. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and nonunion) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible MoveUP members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan,* and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of four percent (4%) to each eligible employee based on that employee's regular earnings.

- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit measures, as determined by BC Hydro.

- Should BC Hydro implement an individual measure, an additional one percent (1%) will be added to the maximum potential value of the gainsharing plan to bring the Plan to a maximum of 5% of an employee's regular earnings. Employees who do not participate in the individual measure will not receive any portion of the additional 1% percent.

- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.

- The scoring range for each measure during the fiscal year ending March 31 is:
    - Level – Score Interpretation
    - 0 - (below threshold, no payment)
    - 1 - (threshold, minimum payment)
    - 2 - (good performance, medium payment)
    - 3 - (excellent performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

Gainsharing F2014 to F2019

BC Hydro agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2014 to March 31, 2019. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and non-union) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible MoveUP members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan,* and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of five percent (5%) to each eligible employee based on that employee's regular earnings.

- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by BC Hydro.

- BC Hydro may implement a measure or combination of measures that could direct up to 2% of the maximum potential value of the gainsharing plan on team or individual basis.

- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or department and/or team or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.

- The scoring range for each measure during the fiscal year ending March 31 is:

  Level – Score Interpretation
  0 - (below threshold, no payment)
  1 - (threshold, minimum payment)
  2 - (goal performance, medium payment)
  3 - (maximum performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

Other Considerations

- New employees will have to work a minimum of three (3) months [sixty-three (63) working days] in order to be eligible for a Gainsharing pay out for the fiscal year.
- Regular and temporary employees will receive a pro-rated Gainsharing pay out based on the number of full months worked during the fiscal year. For example, an employee who works 7 full months will receive 7/12 of the total award.
- Retirees, including those on pre-retirement leave, employees laid off to the recall list, employees released from a temporary job, employees on approved leaves of absence with or without pay, or on LTD during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on time actually worked. For example, an employee who starts a leave of absence on 1 January 2006 would be eligible to receive 9/12 of the total award.
- Employees will have the option of taking their Gainsharing award in the form of a lump sum payment or they may choose to direct the full amount toward the BC Hydro Group RRSP as long as they are members of such a plan and have the RRSP room to do so.
- Employees who are terminated for cause or who voluntarily terminate their employment prior to 31 March of the fiscal year are not eligible for this award.
- A communication package will be assembled and communication updates will be provided throughout the year.

Agreed to this th day of _____, 201_, in the City of Burnaby, British Columbia.

For MoveUP:	For Powertech Labs Inc.
Barbara Junker	Laura Mills

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #57
RE: PAY EQUITY - CSFR 5 AND WORK LEADER

(Refer to MOU #2)

Upon mediation, the Parties agreed to settle all of the outstanding grievances relating to the implementation of the Pay Equity Job Evaluation Plan (the "Plan") raised in the Union's grievance letters dated August 28, 1996 and October 1, 1996 (save and except for those matters previously resolved in the November 7, 1996 Memorandum of Understanding between the Parties), which Plan is prescribed by Memorandum of Understanding No. 33 and Article 2 of the Collective Agreement, upon the following terms:

1. The Parties recognize that under the express terms of Letter of Understanding No. 33, Section 9, the application of the Plan may result in the downgrouping of some jobs.

2. (a) All employees who are currently classified as non-office Meter Readers shall remain "grandfathered" in their current job description and salary scale pursuant to the terms of the March 19, 1991 Memorandum of Agreement between the Parties re: Meter Readers. The "grandfathered" Meter Readers shall continue to be provided with the options set out in said Memorandum.

   (b) With respect to employees hired subsequent to March 19, 1991 into positions that involve a substantial amount of meter reading, these incumbents shall continue to be classified as Customer Service Field Representative 5.

   (c) If as a result of a review under the terms of the Plan, the CSFR 5 job is upgrouped in salary, the Parties agree that prior to the implementation of the newly evaluated CSFR 5 job, the Parties will meet to review what impact, if any, the upgrouping should have on CSFR 5 incumbents whose duties involve substantially meter reading functions. It is understood that BC Hydro may modify the job duties for those CSFR 5 positions which involve substantially meter reading functions, with the possible result that such positions and incumbents would remain at their current pay group level.

   (d) The Parties shall establish a joint committee in an effort to address concerns raised by the Employer relating to the positions which require a substantial amount of meter reading, with the Parties agreeing to enter such discussions in good faith. The concerns raised by the Employer include, but may not be limited to:

(i) interaction of the meter readers with the public; and

(ii) completion of and changes to meter reading routes.

3. If an employee is assigned substantially all the duties and responsibilities that are set out in Memorandum of Understanding No. 2 ("Work Leadership Responsibilities") that employee will be designated as a Work Leader, but if an employee is not assigned substantially all of those duties and responsibilities, the employee will not be designated as a Work Leader.

   It is recognized that there may be positions with other forms of work direction and/or guidance, which duties are set out in the job description; however, these duties do not represent substantially all of the duties and responsibilities set out in MOU #2. Therefore, such positions will not have the "Work Leader" designation in their job title and will be evaluated under the Plan.

   Work Leader positions shall also be evaluated under the Plan, and where the Plan does not specifically result in a higher job grouping, a Work Leader position shall be paid a minimum of one job group above the highest grouped MoveUP affiliated position over whom the Work Leader has M of U #2 responsibilities.

4. With respect to the current Plan implementation, as set out in Section 7 of MOU #33, BC Hydro shall review the manner in which jobs are described by the various Strategic Business Units and, if it is determined that there are jobs in which employees are required to do essentially the same work, every reasonable effort will be made to ensure that those jobs are described in a similar manner and are assigned the same title and job code. The Union's Job Evaluation Officer shall be provided with details of said review and be provided the opportunity for comment and input.

5. Any disputes that arise under the terms of this Memorandum of Settlement, including disputes relating to the interpretation of the Plan and descriptive relationship of jobs between Strategic Business Units, may be referred to Dalton Larson, who shall meet with the Parties and attempt to resolve the dispute through a process of non-binding mediation. Any disputes relating to the interpretation of the Plan shall be resolved by reference to the express terms of the Plan and the collective agreement and the generally recognized principles of job evaluation.

Dated this 20th day of November, 1996 at Vancouver, British Columbia

Signed for MoveUP:	Signed for BC Hydro:
_____	_____
Scott Watson Senior Business Representative	Michael Corrigan Labour Relations Officer

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 59
RE: PEACE REGION AND COLUMBIA BASIN FISH AND WILDLIFE BIOLOGISTS & TECHNICIANS

This Memorandum is intended to enhance the ability of biologists, technicians, and student biologists working on Peace Region and Columbia Basin Fish and Wildlife Compensation Programs to perform more effectively their field projects by providing increased flexibility in the scheduling of their hours of work.

Work hour variances applies only to project field work.

1. Biologists, technicians, and student biologists, for the purposes of performing field project work, may have their hours of work scheduled as required by the project they are involved in, subject to the following conditions:

2. The maximum number of hours worked , at straight time wages, in one day will not exceed 10 hours. This will include two 15 minute paid breaks for shifts up to 8 hours and three 15 minute paid breaks for shifts exceeding 8 hours and less than 10 hours. A one-half hour un-paid lunch break will also be included.

3. Biologists, technicians, and student biologists normally will not work more than 75 hours in any 14 day (bi-weekly) period. Any hours in excess of 75 hours per bi-weekly period will be paid at overtime rates.

4. Biologists, technicians, and student biologists normally will not work more than five consecutive days without at least two consecutive days off. Any days worked beyond five consecutive days will be paid at overtime rates.

5. This Memorandum of Understanding will remain in effect until such time as either one of the parties gives 2 months' notice.

Signed on July 21, 2000

_____
William Bell
MoveUP

Signed on July 13, 2000

_____
Neil C. Patton
BC Hydro

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

(Refer to MOU # 85)

MEMORANDUM OF UNDERSTANDING #66
(previously LOA # 6)
Re: CALL MONITORING FOR CALL CENTRES

The purpose of call monitoring is to ensure consistency among Call Centres and Agents, in terms of the correct dissemination of information, the application of established policies and procedures and the delivery of service to our customers.

Business calls may be randomly monitored and recorded from a remote location, a local observation point or by means of a recording device. BC Hydro agrees to provide the Union and employees with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. The Company further agrees to advise the Union and employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities

In situations where the existence of employee performance difficulties is evident, such that more frequent monitoring is required, the employee and the Union will be advised. For the purposes of performance difficulties the Quality Listeners shall only be workleaders or management personnel. The Employer agrees not to compel any employee in the Bargaining Unit to testify before either an arbitrator or the Labor Relations Board of BC or any of its successors.

Monitoring and work-related statistics will be used to

- Provide the Company with information needed to determine the level of service to customers and to establish staff requirements,

- Enhance the ability of managers, workleaders and Call Centre Agents to work cooperatively in providing high quality work; and

- Complement employee training and development.

Business lines in the Call Centres will be equipped to enable quality monitoring of calls related to the Authority's business. Any and all private calls will be deleted. To ensure employee privacy, dedicated phones with unmonitored access have been provided for personal use. Personal calls made from these facilities will not be monitored.

Signed on June 15, 2000	Signed on June 12, 2000
Tracey Armatage BC Hydro	*Sheila Banks* MoveUP

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 68
(Formerly a Letter of Agreement)
Re: P&C Service Center - Power Supply

The parties recognize that certain contractors and sub-contractors performing work at the P&C Service Center in Burnaby should more properly be employees governed by the MoveUP certification. To that end, BC Hydro and MoveUP agree to the following terms and conditions for their inclusion:

1. Effective the date of signing of this agreement, all positions identified in Appendix 'A' attached hereto, which are located at P&C Services in Burnaby or other future Hydro facilities which may replace it, shall be included in the Union's bargaining unit.

2. The contractors at the P&C Services Center to whom Hydro offers jobs will have the right (provided in writing) to join MoveUP or remain outside the bargaining unit ('grandparented') as long as they hold a contract with the P&C Service Center. The window for joining MoveUP is only available during the same time period the offer of employment is open for acceptance. When a 'grandparented' individual leaves his/her current or future re-negotiated contractor or sub-contractor relationship with Hydro at the P&C Services Center, and BC Hydro requires the continuation of the function within the P&C Services Center, the position will be posted pursuant to the terms of the Collective Agreement.

3. BC Hydro will submit to MoveUP, no less than quarterly, a list of 'grandparented' contractors, their positions and earnings and equivalent to union dues on the earnings, so long as they fill jobs brought within the bargaining unit by this Letter of Agreement. BC Hydro will also submit to MoveUP the sum of $10,000 representing full settlement of retroactive dues from 1 April 1999.

4. Receipt of the dues in no way obligates the Union to represent the 'grandparented' individual.

5. The 'grandparented' individuals will only have the right to join MoveUP pursuant to the terms of item 2 above. Once they have elected to join, their decision is final.

6. Individuals who elect to join the Union will have their salaries (minus approximately 25% for benefits) blue-circled should their rate of pay be higher than the range established under the pay equity/job evaluation plan. They will in all other respects be covered by the terms of the collective agreement.

7. Individuals who elect to join the union will have their seniority established according to when they last began a continuous contractor relationship with the P&C Service Center. Effective use of the seniority granted is governed by Article 6.09c of the Collective Agreement.

8. In the event of layoffs at P&C Services and there is a mix of individuals who are ‘grandparented’ and Union members occupying the same positions, both groups will be pooled and subject to layoff/contract termination in reverse order of length of service, provided the remaining person(s) have the present ability to do the remaining work.

Hal Vatne	*William Bell*	
BC Hydro	MoveUP	May 12, 2000

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 69
(Formerly Letter of Agreement #10)
Re: Coordinator of Occupational Safety and Health (COSH) Trainees

BC Hydro is interested in providing a more comprehensive method of ensuring the orderly and adequate development of individuals interested in occupational safety and health positions. To address this need, a Coordinator of Occupational Safety and Health (COSH) Trainee position will be created pursuant to this memorandum of understanding. The goal is for individuals trained under the terms of this MOU to ultimately be qualified for Coordinator of Occupational Safety and Health (COSH) jobs within Hydro upon the satisfactory completion of a prescribed period of on-the-job training. The parties therefore agree to the following terms:

1. 24 month training opportunities will be bulletined as FTR COSH Trainee vacancies subject to the bulletining procedure within the Collective Agreement.

   (a) Each year, BC Hydro will determine its COSH Trainees requirements and number of vacancies. The parties shall then agree on the number of COSH Trainees to be hired in the current year. Agreement shall not be unreasonably withheld.

   Such vacancies shall be bulletined and preference shall be given to qualified MoveUP members currently on BC Hydro's staff.

   (b) Interviews will be conducted with unsuccessful internal candidates, if requested, to assist those who may lack some of the necessary qualifications to determine what courses are required to enable them to qualify for the COSH Trainee program.

   (c) Hydro will establish the standard entry level criteria, acceptability of internal applicants to qualify for entry into the COSH Trainee program, and determine the training requirements for each COSH Trainee vacancy. The training requirements will be linked to the increasing range of duties and responsibilities which are to be performed year-to-year as a COSH Trainee progresses through the range. Hydro will provide financial assistance, in accordance with Article 20 of the MoveUP Agreement and Hydro policy.

2. Each COSH Trainee will be hired into a "base" FTR COSH Trainee position within a SBU. COSH Trainees will require exposure to 4 key areas within Hydro: Transmission and Distribution, Power Supply, Corporate Groups, and Corporate Safety. Therefore, developmental rotations to all areas will occur within the 24 month period.

3. Fifteen of the 24 months in the position will be spent in the "base" SBU. Nine months in the position would be spent equally in each of the remaining 3 key

areas. Developmental rotations into Corporate Groups and Corporate Safety may be combined into one 6 month rotation.

4. Each year Hydro will determine the appropriate Market Rate at which newly hired COSH Trainees will start. Successful applicants to COSH Trainee vacancies will start at the COSH Trainee start rate. Successful applicants with experience directly applicable to the job will be placed at an appropriate step on the salary scale.

5. Salary Scales:

   Start Rate – Market Rate as set by BC Hydro on a year-to-year basis.
   End Rate – Group 10, Minimum.

   (a) Scales will be constructed by creating four 6 month steps. The steps up the salary scale will be determined by subtracting the start rate from the end rate and distributing the dollar difference to each of the 4 steps in equal increments.

   (b) All COSH Trainees will progress, subject to satisfactory performance, at 6 month intervals over a period of 24 months, ending at the Minimum of the Group 10 salary scale.

   (c) Employees who complete their training shall have their length-of-service date determined based upon the date they reach the 24 month step except as in item #10 below.

6. Coincident with the establishment of new start rates and/or a revision to the main salary scales, the salary scales shall be amended in accordance with point #5 of this memorandum.

7. Hydro will review its COSH requirements at the end of each Trainee's training period to determine whether or not it has a need for a regular COSH vacancy and will advise the Union.

8. Regular COSH positions will be bulletined according to the Collective Agreement.

9. COSH Trainees will be expected to bulletin into COSH positions in accordance with Article 7 of the Collective Agreement.

10. While in the 2 year training period, COSH Trainees will not be eligible to apply for any MoveUP positions unless the Parties mutually agree to such a request. COSH Trainees may bid on regular COSH vacancies at any time after completing 15 months of training. If they are successful in bidding into a FTR COSH position during their training period they will immediately advance to the

Group 10 minimum and the length of service increases will be based on their anniversary date of obtaining the FTR COSH position. This notwithstanding, COSH Trainees must complete the 24 month training period. Successful applicants from within the COSH Trainee pool will be awarded a COSH position subject to the completion of the 24 month training program.

11. Should there exist COSH vacancies that cannot be filled through the normal bulletin process, the least senior COSH Trainee who has completed the program will be placed in the vacant position. Should such employees not be available, the Trainee closest to the conclusion of the program may be placed into the COSH position, provided that the Trainee has completed at least 15 months in the program.

12. The Parties will do their utmost to ensure that COSH Trainees who are not successful in bulletining into a position are placed in a regular vacancy upon completion of the 24 month program. Furthermore, upon completion of their COSH training program, trainees who were regular MoveUP affiliated employees immediately prior to entering the trainee program, and who are not able to find a COSH position, and who are not extended by mutual agreement of the parties as per point #13 below, will be guaranteed a comparable job placement within BC Hydro. Their placement will be comparable to their original "home position" before entering the trainee program.

13. Upon completion of the 24 month training program, COSH Trainee graduates may be retained in their "base" SBU FTR Trainee position for a maximum period of one year. This period may be extended by mutual agreement of the Parties and such agreement will not be unreasonably withheld.

14. Involvement from COSHs will be sought regarding the development of the training program. Furthermore, the Parties will meet on a yearly basis to discuss issues related to the ongoing delivery and success of the COSH developmental program.

15. The Parties shall establish a union-management committee of 2 managers; one from Power Supply and one from Transmission and Distribution; and 2 employee representatives that are practicing COSH's; one from Power Supply and one from Transmission and Distribution. The MoveUP shall determine, in conjunction with the practicing COSH's, the employee complement of the committee.

16. The union-management committee will make recommendations to the Manager of Corporate Safety and Health respecting the design, management, and administration of the program which will include establishing all components of the program contents and measures for progression at regular intervals, as well as:

- design, develop, monitor, and amend as is necessary the COSH Training program. This may include developing performance and assessment metrics, and a regular reporting to the Manager of Corporate Safety and Health.
- ensure consistent treatment in the development and training program of COSH Trainees across the different Strategic Business Units (SBUs).
- monitor cross-SBU postings.
- review of individual performance and feedback including:

    1. confirmation that the skills, knowledge, and ability requirements set for each COSH Trainee are comparable and appropriate.
    2. confirmation of the evaluation of a COSH trainee's performance with respect to the aforementioned requirements and progression from step-to-step.
    3. identifying appropriate steps to correct any deficiencies (e.g. additional educational needs, on the job work assignments, and projects).
    4. being advised of removal from the program of any employee who fails to demonstrate satisfactory progress.

17. Disputes over the application of this memorandum shall be resolved by the Parties.

18. This Memorandum of Understanding will remain in effect until such time as the parties mutually agree to terminate the MOU, or either party unilaterally gives 90 days written notice to terminate the letter. Should either party unilaterally give 90 days written notice to terminate, the parties will be required to meet with a mediator to resolve any differences giving rise to the termination notice before the MOU can be considered terminated.

Signed May 18, 2001	Signed June 8, 2001
Neil Patton BC Hydro	*Bill Farrell* MoveUP

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 70
(formerly known as Letter of Agreement #11)

RE: Work Leader, Transmission Scheduling-Operate Assets

In the event a dispute arises over the interpretation or application of this Letter of Agreement the matter will be decided giving consideration to the principle that the agreement is not intended to result in decreased benefits or conditions for the employee; neither should the agreement result in increased costs for the Employer.

1. The hours of work for the full-time Work Leader Transmission Scheduling, will be from 8:15 a.m. to 5:30 p.m. Starting times may be varied by agreement of the Manager and the employee.

2. It is understood that shifts will be 8 hours 45 minutes, excluding the lunch period. An employee's time bank will be credited with 1.25 hours for each day worked.

3. Employees shall have two 15 minute paid rest periods per shift and one unpaid lunch period of thirty (30) minutes.

4. Shift rotation will be on a 4 days on (Tuesday, Wednesday, Thursday, Friday) - 3 days off (Saturday, Sunday, Monday). This includes RWWL days which have been built into the schedule (i.e. no additional RWWL days are granted as they are imbedded in the "4 days on – 3 days off' schedule). Consequently, the time bank enhancement does not apply to RWWL days. The shift may be changed by mutual agreement between the employee and management. The Union will be notified of any proposed changes to established shift rotation prior to their implementation. In the event the Union disagrees the original shift rotation will be maintained.

5. Sick leave, WCB, jury duty and compassionate leave are paid at 7.5 hours for each day scheduled to work, with 1.25 hours being added to their time bank.

6. An employee's entitlement to annual vacation days will not be pro-rated. Annual vacation will be scheduled in one-week blocks (M-F) at 7.5 hours per day. Consequently, 1.25 hours will be not added to their time bank.

7. If the employee is required to work statutory holidays as part of their `days on' schedule, the employee shall be paid a premium rate of 150% the normal rate of pay for all hours of work which fall on the statutory holiday (00:00 -24:00). The employee will also have 7.5 hours credited to their time bank.

8. As Statutory holidays are not built into the schedule, if the employee is not scheduled to work on a statutory holiday, the employee shall be entitled to 7.5 hours credited to their time bank.

9. Shift premiums will be paid in accordance with Article 12.05(f) and cease upon commencement of LTD.

Signed by Sheila Banks	*Signed by Neil Patton*	
MoveUP	B.C. Hydro	May 18, 2001

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

(Refer to MOU # 85)

MEMORANDUM OF UNDERSTANDING # 71
RE: SHIFT WORK AT CALL CENTRES

1. When extra hours which have not previously been scheduled become available, PTR employees will, where practical, be offered these extra hours on a 'seniority down' basis in advance of offering such hours of work to casual employees.

2. The parties agree that PTRs in Call Centres can work for more than 30 hours per week provided that hours beyond 30 are agreed to by PTRs on a voluntary basis or in the circumstances outlined in Article 1.06(b)(2). PTRs may work up to 37.5 hours per week at straight time rates.

3. This Memorandum does not apply to job shares.

_____	_____
Scott Watson	Neil Patton
MoveUP	BC Hydro
MoveUP	B.C. Hydro
May 18, 2002	May 18, 2002

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #72

RE: AREA SCHEDULER AND COORDINATOR VEGETATION MAINTENANCE TRIPARTITE AGREEMENTS

The parties previously entered into tripartite agreements regarding the shared jurisdiction of the Area Scheduler and Coordinator Vegetation Maintenance positions. Due to jurisdictional challenges managing these shared positions, the parties agree as follows:

1. MOA #72 Area Scheduler and MOU # 65 Coordinator Vegetation Maintenance will be terminated effective immediately upon signing.

2. The Area Scheduler position is placed within the IBEW bargaining unit.

3. The Coordinator Vegetation Maintenance position is placed within the MoveUP bargaining unit.

4. MoveUP members currently in the Area Scheduler position will have the one time option of transferring into the IBEW bargaining unit. They must exercise this option within one month of the parties signing this agreement by signing the attached election form. MoveUP members who elect to transfer to the IBEW bargaining unit will also transfer their accrued service and seniority into the new bargaining unit. MoveUP members who elect not to transfer to the IBEW will remain a MoveUP member in their current position and their terms and conditions of employment will continue under the MoveUP collective agreement. Once the position is vacated, it will revert to a position within the jurisdiction of the IBEW and all new hires will be members of the IBEW.

5. The Area Scheduler position will be its own General Classification under the IBEW collective Agreement.

6. IBEW members currently in the Coordinator Vegetation Maintenance position will have the one time option of transferring into the MoveUP bargaining unit. They must exercise this option within one month of the parties signing this agreement by signing the attached election form. IBEW members who elect to transfer to the MoveUP bargaining unit will also transfer their accrued service and seniority into the new bargaining unit. IBEW members who elect not to transfer to the MoveUP will remain an IBEW member in their current position and their terms and conditions of employment will continue under the IBEW collective agreement. Once the position is vacated, it will revert to a position within the jurisdiction of MoveUP and all new hires will be members of MoveUP.

7. IBEW members in the Coordinator Vegetation Maintenance position who transfer to the MoveUP bargaining unit in accordance with this agreement will remain at the same rate of pay and will be placed in the MoveUP job grade 9.

8. It is understood that MoveUP has recently requested a review of the Coordinator Vegetation Maintenance. After a review of the position, the employees and the Union were advised that since the job description had not changed the evaluation rationale remained unchanged. Therefore until the job description changes, it is agreed that the position will remain at a Pay Grade 9. This is not intended to affect the right of MoveUP members to appeal the decision under the job evaluation process.

9. Members who transfer bargaining units in accordance with this agreement will have the ability to apply for current and future competitions in their new bargaining unit.

Signed this 25 day of September, 2008.

Orginally signed by:

_____	_____
Brad Bastien Senior Union Representative MoveUP	Doug McKay Business Manager IBEW, Local 258

_____
D. Garry Corbett
Manager Employee Relations
BC Hydro

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #73
- Graduate Technologist Trainees (GTTs)

BC Hydro and MoveUP agree that this memorandum of understanding sets out the procedure whereby graduates of technological institutes may be hired by BC Hydro as "Graduate Technologist Trainees" (GTTs) for the purpose of ultimately filling Technologist jobs upon the satisfactory completion of a prescribed period of on-the-job training.

This MOU replaces MOU#14 for the Technologists-in-Training job streams, MOU#60 for the Engineering Graduate Technologist Trainees, MOU# 62 for the Customer Projects and Installations (CP&I) Graduate Technologist Trainees, MOU#63 for the Transmission Maintenance Graduate Technologist Trainees, and the proposed MOU for Apparatus Testing Graduate Technologist Trainees. MOU#61 (Protection & Control GTT) is no longer active, as these positions moved to the IBEW bargaining unit.

The Parties therefore agree to the following:

1. Each year, BC Hydro will determine its GTT stream requirements and number of vacancies in each Business Group. The Parties shall then agree on the number of GTTs to be hired in each stream in the current year. Agreement shall not be unreasonably withheld.

2. Regular GTT stream vacancies in designated departments are subject to the bulletining procedure within the Collective Agreement.

    a Upon agreement between the Parties on the number of GTTs to be hired in each stream in the current year per point #1 above, such vacancies shall be bulletined and preference shall be given to qualified MoveUP members currently on BC Hydro's staff.

    b All internal applicants will be interviewed to assist those who may lack some of the necessary qualifications to determine what courses are required to enable them to qualify for the GTT stream program.

    c BC Hydro will establish the standard entry level criteria, acceptability of internal applicants to qualify for a GTT stream vacancy and determine the training requirements for each GTT stream vacancy. The training requirements will be linked to the increasing range of duties and responsibilities to be performed as a GTT progresses through the range of each GTT stream. BC Hydro will provide financial assistance, in accordance with Article 20 (Training) of the MoveUP Agreement and BC Hydro policy.

3. Each year BC Hydro will determine the appropriate Market Rate at which newly hired GTTs will start within each stream.

4. Coincident with the establishment of new start rates and/or a revision to the main salary scales, the salary scales shall be amended in accordance with the following:

   a Group 10 End Job – Engineering GTTs and Transmission Maintenance GTTs

      i **Start Rate** - Market Rate as set by BC Hydro on a year-to-year basis.
      End Rate - Group 10, Step 1.

      ii Scales will be constructed by creating four 6-month steps. The steps up the salary scale will be determined by subtracting the start rate from the end rate and distributing the dollar difference to each of the 4 steps in equal increments.

      iii All Engineering GTTs and Transmission Maintenance GTTs will progress, subject to satisfactory performance, at 6-month intervals over a period of 24 months, ending at Step 1 of the Group 10 salary scale and shall then progress to Step 2 of the Group 10 salary scale upon the completion of 36 months. Progression through the range shall not be unreasonably withheld.

      iv Employees who complete their training shall have their length-of-service date determined based upon the date they reach the 24-month step.

   b Group 11 End Job – Design GTTs and Apparatus Testing GTTs

      i **Start Rate** - Market Rate as set by BC Hydro on a year-to-year basis.
      End Rate - Group 11, step 1

      ii A salary scale shall be constructed by creating four 1 year steps. Step increments up the salary scale shall be determined as follows:

      iii Design GTTs and Apparatus Testing GTTs will reach the equivalent of Group 11, Step 1 upon the completion of 48 months in the program. Step rates will be determined by subtracting the Start rate from the Group 11, Step 1 rate and applying the difference in 4 equal increments.

      iv Each year, subject to satisfactory performance in the requirements per point #2(c) above, Design GTTs and Apparatus Testing GTTs will

progress to the next step in the range. Progression through the range shall not be unreasonably withheld

5. GTTs may be:
    a assigned to a headquarters for the duration of the program
    b required to change headquarters and relocate a maximum of once per year;
    c required to carry out temporary rotations to other locations/departments;
    d required to carry out temporary field and/or out of town work assignments.

6. Engineering GTTs

Candidates hired into Engineering GTT vacancies will be designated into specific departments at the time of hire and will be awarded a Group 10 job in that department subject to successful completion of the training program. Failure to complete the program will result in de-selection from the regular position.

7. **Design, Transmission Maintenance and Apparatus Testing GTTs**

a. Regular Technologist vacancies will be bulletined according to the collective agreement as they arise. Design, Transmission Maintenance and Apparatus Testing GTTs will be required to bid into regular positions to secure an end job. GTTs may bid after completing the first year of the GTT program. GTTs selected to these bulletins will be required to successfully complete the remainder of their respective GTT program prior to being awarded the Technologist designation. Failure to complete the program will result in de-selection from the regular position.

b. GTTs who are unsuccessful in bidding on a Technologist regular vacancy by the time they complete their program shall be placed by management into any Technologist vacancy not successfully filled through the bulletin process.

c. The Parties recognize that this process has caused a holding period in the past where there is no vacancy in which to place a GTT. While recognizing that a "Grads in Holding" situation may occur, the Parties will do their utmost to ensure that GTTs are placed in a regular vacancy upon completion of their program.

d. “Grads in Holding” may be maintained in their trainee location for a maximum of one (1) year, or as extended by mutual agreement. At the end of this holding period, “Grads in Holding” may not remain in their end training location beyond one year following graduation from the program without mutual agreement between the Parties. At the end of this period, the provisions of Article 9 will apply.

8. The Union and the Employer each agree to appoint one (1) representative from each of the four program areas to a committee to be known as the Graduate

Technologists Trainees Committee. In addition to these eight participants, the Union and Employer may also appoint one (1) additional representative to provide guidance to the committee. The Chairperson for each meeting shall alternate between a representative of the Union and a representative of management. The GTT Committee will meet at least twice per year and at any other times the Committee deems necessary. It shall be the purpose of this Committee to oversee GTT programs and their application. It may also establish GTT sub-committees for individual GTT programs where there are enough trainees to warrant additional oversight within a particular program.

a The committee in consultation with line management will be responsible for establishing all components of the program contents and measures for progression at regular intervals, including: i) confirmation that the skills, knowledge, and ability requirements set for each GTT are comparable and appropriate; ii) confirmation of the evaluation of individual GTT's performance with respect to the aforementioned requirements and progression from step-to-step; iii) identifying appropriate steps to correct deficiencies (e.g. additional educational needs, on the job work assignments, and projects.); iv) being advised of removal from the program of any employee who fails to demonstrate satisfactory progress, and; v) determination of location and timing of employee development moves. The committee shall take into consideration: (1) employee development needs and personal circumstances; (2) BC Hydro's requirements.

b When the GTT Committee determines that it is necessary to establish a sub-committee for a particular GTT program as per paragraph 8, the Committee may delegate any of the responsibilities in 8(a) to the sub-committee. Participation on the sub-committee will be determined by MoveUP and BC Hydro.

9. Disputes over the application of this memorandum shall be resolved between the Parties.

Signed this 5th day of December, 2008 at Vancouver, BC.

Signed by

For BC Hydro	For MoveUP
Christopher Hallamore	Barbara Junker

This MOU was amended 01 February 2016 to reflect the Union’s change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 74

RE: FULL TIME TEMPORARY AND CASUAL COMMUNITY OUTREACH REPRESENTATIVES AND WORK LEADERS

Community Outreach Representatives and Work Leaders represent BC Hydro in communities throughout the province by attending events and delivering presentations to educate customers. The parties recognize Community Outreach Representatives and Work Leaders are a unique group of FTT and casual employees who require increased flexibility due to varied working hours. The parties agree to the following terms:

For FTT employees:

1. A work day of any consecutive 7 5 hours, exclusive of lunch period, may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.

2. A work week shall consist of 37.5 hours, consisting of five days, Monday through Sunday. Days off will not be split up more than four times in a four month period. Days worked in excess of five days in a work week will be compensated at overtime rates.

3. The Employer will post the schedules two weeks in advance. If, due to legitimate business needs, it becomes necessary to vary a schedule with less than two weeks' notice, the Employer will ask for volunteers. Where no employee voluntarily accepts such a shift change, the Employer will vary the schedule in an equitable manner and those impacted by the change will receive the following premiums:

   Change in hours of work on a pre-scheduled day:

   (i) 48 hours' notice - no penalty

   (ii) Less than 48 hours' notice - overtime pay for the difference in shift

   Change in scheduled days off:

   (i) Minimum one week notice: no penalty

   (ii) Less than one week notice: compensated at overtime rates for hours worked on scheduled day off.

4. Due to the nature of the work performed, regular weekend work is required. As such, there is no limit on the number of weekends Full Time Temporary Community Outreach Representatives and Work Leaders work in one year.

5. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11.04.

6. Where the majority of the working hours fall outside the hours of 08:00 – 16:30, a premium of ½ hour at straight time will be paid. This premium will not apply to time worked on scheduled days off; annual vacations, statutory holidays, scheduled days off in lieu of statutory holidays, or time worked that is already attracting premium pay in accordance with paragraph three above.

7. All time worked on annual vacations shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of' statutory holidays will be paid at double time rates plus regular salary, except as provided in Article 13.01 (e).

For Casual Employees:

1. Once per term, the Employer will review planned use of casual staff with the Union.
2. Casual staff working in Outreach shall only be used to fill in for FTTs on sick leave, days off, and at large Outreach events or during campaigns (i.e. Power Smart Month, Spring Lighting Campaign, home shows).
3. A workw day of any consecutive 7.5 hours, exclusive of lunch period, may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.
4. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11.04.
5. Where the majority of the working hours fall outside the hours of 08:00 – 16:30, a premium of ½ hour at straight time will be paid.
6. The Employer will post the schedules two weeks in advance, however because of the nature of casual work, two weeks advance notice may not always be possible.
7. If for any reason, either party wishes to terminate this agreement with respect to the use of casual employees only they can do so by providing 30 days' notice.

_____	_____
Adam Charania	Barbara Junker
Employee Relations Advisor	Union Representative
BC Hydro	MoveUP

Date: April 27, 2009 and revised June 2014

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING # 75
RE: FULL TIME REGULAR COMMUNITY OUTREACH REPRESENTATIVE WORKLEADERS

Preamble:

The purpose of this agreement is to allow for the creation of two FTR roles (one in the lower mainland and one on Vancouver Island) with the same flexibility set out for the FTT Community Outreach Representatives and Work Leaders under MOU # 74, on a trial basis. The parties recognize that the flexibility inherent to this role differs from that generally required of FTR employees.

The parties acknowledge that Community Outreach events occur on almost all weekends throughout the year and require the use of Work Leaders during this time. The parties also acknowledge that time off on weekends will be subject to essential operational requirements and managerial approval.

As such, the following terms will apply:

1. A work day of any consecutive 7.5 hours, exclusive of lunch period, may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.

2. A work week shall consist of 37.5 hours, consisting of five days, Monday through Sunday. Days off will not be split up more than four times in a four month period. Days worked in excess of five days in a work week will be compensated at overtime rates.

3. The Employer will post the schedules two weeks in advance. If, due to legitimate business needs, it becomes necessary to vary a schedule with less than two weeks' notice, the Employer will ask for volunteers. Where no employee voluntarily accepts such a shift change, the Employer will vary the schedule in an equitable manner and those impacted by the change will receive the following premiums:

   Change in hours of work on a pre-scheduled day:

   (i) 48 hours' notice - no penalty

   (ii) Less than 48 hours' notice -overtime pay for the difference in shift

   Change in scheduled days off:

   (i) Minimum one week notice: no penalty

   (ii) Less than one week notice: compensated at overtime rates for hours worked on scheduled day off:

4. Due to the nature of the work performed, regular weekend work is required. As such, there is no limit on the number of weekends Full Time Regular Community Outreach Representative Work Leaders work in one year.

   In order to transition from the normal Wednesday to Sunday work schedule to the Monday to Friday training schedule (see MOU #76) in the Fall and Winter Terms, the parties agree to:

   a. Require the use of 2 RWWL days on the Saturday and Sunday prior to the week of Winter training (in January). By doing so, this would provide the weekend prior to training and after training as weekend time off.

   b. Require the use of 2 RWWL days on the Saturday and Sunday prior to the week of Fall training (in September). By doing so, this would provide the weekend prior to training and after training as weekend time off.

   It is the intent of the parties that FTR Community Outreach Representative Work Leaders will have up to eight weekends off per calendar year and the parties recognize that the most opportune time for these weekends to be taken is when there are no events scheduled. These will include the four weekends referenced in 4a and 4b above, and additional weekends will be requested subject to essential operational requirements.

5. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11 04.

6. Where the majority of the working hours fall outside the hours of 08:00 - 16:30, a premium of ½ hour at straight time will be paid. This premium will not apply to time worked on scheduled days off; annual vacations, statutory holidays, scheduled days off in lieu of statutory holidays, or time worked that is already attracting premium pay in accordance with paragraph three above.

7. All time worked on annual vacations shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time rates plus regular salary, except as provided in Article 13.01 (e).

This MOU will expire on March 31, 2010. If it is not renewed in 2010, at that time, the incumbents in the FTR roles will be grandparented and will continue under the terms outlined above for as long as they remain in their role.

_____	_____
Adam Charania	Barbara Junker
Employee Relations Advisor	Union Representative
BC Hydro	MoveUP

Date: April 27, 2009

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #76

RE: TRAINING SCHEDULE FOR COMMUNITY OUTREACH REPRESENTATIVES AND WORK LEADERS

Further to the agreement reached between the parties on the above mentioned MOU, the parties hereby agree to the following training schedule for all Community Outreach Representatives and Work Leaders.

Training Schedule:

2. For the Winter Term (period normally between January and April), training will take place on a Monday to Friday schedule.

3. For the Spring / Summer Term (period normally between May and August), training will take place on a Wednesday to Sunday schedule.

4. For the Fall Term (period normally between September and December), training will take place on a Monday to Friday schedule.

Due to the nature of the work, the parties agree that Community Outreach events occur on almost all weekends throughout the year. By implementing a Monday to Friday training schedule the parties acknowledge that overtime may be required on the weekends around training during the Fall and Winter Terms, as business needs and events require. The parties agree to meet after 12 months to examine if additional overtime was incurred as a result of this MOU. If so, the parties will discuss possible options of reducing the additional overtime incurred.

Adam Charania Employee Relations Advisor BC Hydro	Barbara Junker Union Representative MoveUP

Date: April 27, 2009

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

(Refer to MOU # 85)

MEMORANDUM OF UNDERSTANDING #78
Re: TELEWORK PROJECT

Preamble

This memorandum is intended to build on the evolving nature of work and to provide flexibility on the location in which work gets completed, in addition to the flexibility already provided in hours of work. The memorandum is also meant to recognize that the traditional methods of "work" are changing and that BC Hydro and MoveUP are endeavouring to be responsive to the needs of the business, as well as their employees and members.

Governing Principles

a) Conservation – one of BC Hydro's primary goals, objectives and values is focused around conservation. Allowing telework supports this objective.

b) Honesty and Integrity – BC Hydro and MoveUP understand the challenges with telework and expect managers and employees to mitigate these challenges by undertaking flexible work practices in good faith and according to this Memorandum.

c) Governance – it is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectations are communicated, documented, and the proper approvals are in place per this Memorandum.

d) Professionalism – BC Hydro has a highly educated and professional employee base, many of whom are in the bargaining units. It is important that this memorandum reflect and appreciate their membership in the union yet also respect their abilities and professional status.

e) Intergenerational – we are currently in an environment where the nature of work is evolving as are the people who undertake that work. A results based workplace where the ability to do work in different places at different times is changing the manner in which we approach terms and conditions of employment. This memorandum is meant to be flexible to the generational differences in our workforce while providing options that meet the needs of BC Hydro, MoveUP, and its employees.

Examples of Opportunities for Telework

(i) occupations that involve traveling or where traveling is required for business reasons

(ii) workers that require quiet space to work

(iii) occasional mid-day appointments

(iv) other situations where the manager and employee mutually agree that the arrangement may be beneficial

The primary intent of this Memorandum is for regular and ongoing telework arrangements, although one-off circumstances as described above are also covered. For exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result in telework please refer to MOU # 79. Telework may also be a consideration in accommodation cases, although this would occur under our Duty to Accommodate obligations and outside of the telework project.

Terms of the Telework Project

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will Telework. This does not include other company locations.

2. Telework is voluntary and must be agreed to by the manager and the employee.

3. An employee may make a request of his/her manager to Telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.

4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to Telework:
    a. whether the Telework arrangement would maintain or improve service or productivity;
    b. the nature of the position, the job duties, and the impact on colleagues and clients;
    c. the employee's suitability, taking into consideration performance and work style/ independence;
    d. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by BC Hydro;
    e. the manner and frequency of contact between manager and employee.

    Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the manager or co-workers.

    Requests will not be unreasonably denied.

5. The number of days per month that an employee will be permitted to Telework will vary depending on the particular circumstances, but as a general guideline it should not exceed two days per week. Union agreement is required should it

exceed two days per week and requests will not be unreasonably denied. PTR employees may be permitted to work a pro-rated amount of days based on their average number of days per week.

6. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.

7. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.

8. An employee may be permitted, with pre-approval from his/her manager, to split his/her working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.

9. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. This includes the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided.

10. The union will receive a copy of all Telework agreements.

Health & Safety

11. The employee agrees to designate a work space within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours' notice to the employee prior to the audit.

12. The employee must notify his/her manager immediately of any job related accidents that occur in the Telework location.

Costs and Equipment

13. BC Hydro will not normally incur any additional costs as a result of a Telework arrangement.

14. BC Hydro will provide the employee with VPN access to allow access to the Hydro network from his/her personal computer at the Telework location. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).

15. An Employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the Telework location. This includes when an employee is required to return to the office on a day previously identified as a Telework day.

Other Employee Responsibilities

16. The employee is responsible for securing and protecting BC Hydro's property, documents and confidential information in the Telework workspace and will be provided with privacy and security information to review prior to commencing Telework.

17. The employee must not conduct in-person meetings at the Telework location.

18. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.

19. The employee is expected to maintain the same level of professionalism as in his/her normal work place.

20. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.

21. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

Terms of the Telework Project

22. The parties agree that the Telework project will be in place for a period from November 20, 2012 to March 31, 2014.

23. The parties will meet to discuss the Telework project on a quarterly basis.

Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.

For MoveUP:	**For BC Hydro:**
Brad Bastien	Jeff Marwick

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #79 (Refer to MOU # 85)

RE: TELEWORK PROJECT – EXCEPTIONAL CIRCUMSTANCES

Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional Circumstances are those situations that are beyond the control of BC Hydro and / or circumstances that cannot be anticipated or predicted, including:

- natural disasters, such as floods, earthquakes, hurricanes, tornadoes;
- power outages;
- pandemics;
- Government or Police declared emergency situations;
- fires (forest and other) and Snowstorms.

This MOU will apply when BC Hydro determines that an exceptional circumstance has or is likely to occur. Employee Relations will advise the Union when the MOU will apply. Should an exceptional circumstance exceed three weeks in duration, Union agreement will be required for the MOU to continue to apply, and will not be unreasonably denied. Should an exceptional circumstance occur that does not form part of the list above, Union agreement will be required prior to applying the MOU, and will not be unreasonably denied.

In an effort to prepare for such circumstances, the parties agree as follows:

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will telework. This does not include other company locations.

2. Telework is voluntary and must be agreed to by the manager and the employee.

3. An employee may make a request of his/her manager to Telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.

4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to Telework:
   a. whether the Telework arrangement would maintain or improve service or productivity;
   b. the nature of the position, the job duties, and the impact on colleagues and clients;
   c. the employee's suitability, taking into consideration performance and work style/ independence;
   d. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by BC Hydro;

e. the manner and frequency of contact between manager and employee.

Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the manager or co-workers.

Requests will not be unreasonably denied.

5. Managers retain the discretion to issue temporary blanket approvals to a group of employees and/or to waive the requirement to submit a written request under paragraph 3 taking into consideration the nature of the exceptional circumstances.

6. The number of days per week that an employee will be permitted to Telework will vary, taking into consideration the nature of the exceptional circumstances.

7. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.

8. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime or during a break period), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.

9. An employee may be permitted, with pre-approval from his/her manager, to split his/her working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.

10. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. Generally a minimum of 24 hours' notice will be provided, but employees may be required to return to the office on shorter notice. Managers will exercise reasonableness and will take into consideration personal circumstances when employees are requested to return to the office on short notice.

11. The Union will receive a copy of all Telework agreements.

Health & Safety

12. The employee agrees to designate a work space within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify

hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided, unless the exceptional circumstances render this impossible. The employee agrees to allow for an audit of the workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours' notice to the employee prior to the audit.

13. The employee must notify his/her manager immediately of any job related accidents that occur in the Telework location.

Costs and Equipment

14. BC Hydro will not normally incur any additional costs as a result of a Telework arrangement.

15. BC Hydro will provide the employee with VPN access to allow access to the Hydro network from his/her personal computer at the Telework location. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).

16. An Employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the Telework location. This includes when an employee is required to return to the office on a day previously identified as a Telework day.

Other Employee Responsibilities

17. The employee is responsible for securing and protecting BC Hydro's property, documents and confidential information in the Telework workspace and will be provided with privacy and security information to review prior to commencing Telework.

18. The employee must not conduct in-person meetings at the Telework location.

19. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.

20. The employee is expected to maintain the same level of professionalism as in his/her normal work place.

21. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.

22. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

Terms of the Telework Project Exceptional Circumstances

47. The parties agree that the Telework project will be in place for a period from November 20, 2012 to March 31, 2014.

Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.

For MoveUP:	**For BC Hydro:**
Brad Bastien	Jeff Marwick

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #80:

YOUTH HIRE PROGRAM

The goal of the Youth Hire program is to provide students with exposure to trades and technical occupations through summer employment, which may help them to identify desirable career paths in the skilled workforce. This memorandum will confirm the Parties' agreement with regard to the hiring of students under the Youth Hire program as follows:

1. Youth Hire students (herein after referred to as ("Youth Hires") are defined as persons who have graduated from high school and are in transition between high school and work or between high school and post-secondary education. It is understood that this agreement does not apply to Youth Hires who perform work within the scope of the order of certification of IBEW Local No. 258 bargaining unit.

2. Youth Hires will be required to become and remain MoveUP members for the duration of their work term. Students will be classified as full-time temporary (Youth Hire) and will not be entitled to sick leave and will not participate in the benefits outlined in Article 10 or the Pension Plan. Youth Hire students will not be entitled to apply for regular or temporary MoveUP affiliated bulletined positions.

3. Up to 20 Youth Hire Positions may be established per calendar year. Any increase in the number of positions requires the mutual agreement of the Parties.

4. The work term of employment of each student will normally be for a period not exceeding three continuous months in duration. Any extensions requires the mutual agreement of the Parties.

5. MoveUP will be advised of the Youth Hire's name, position, and department.

6. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or employees covered by the Collective Agreement.

7. In the event of a labour dispute between the Parties students shall not be required to perform any duties at a headquarters where members are on strike or locked out. The Employer shall have the option of transferring the students to another headquarters where the dispute is not active or cancelling the terms of participation.

8. Youth Hires will receive the Co-op student step one salary set out in MOU #34.

This Memorandum of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

Signed at Vancouver, B.C. this 15th day of April, 2010.

Nicole Price	Barbara Junker
Employee Relations Advisor	Union Representative
B.C. Hydro	MoveUP

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #81
RE: SECURITY SENSITIVE POSITIONS

BC Hydro currently conducts background checks on all new hires. In order to help protect BC Hydro's Critical Assets (CA's), Critical Cyber Assets (CCA's), and operations through the reasonable exercise of Corporate due diligence and compliance with applicable regulatory and industry requirements, the Parties also agree to the following with respect to employees covered by the collective agreement:

1. Security Sensitive Positions (SSP's) are positions where employees have unescorted access to and/or control over BC Hydro's critical assets, critical cyber assets and operations and, if so inclined, could cause significant loss or harm to BC Hydro, its customers, or others.

2. Upon ratification of this agreement, BC Hydro will provide the Union with an initial list of all of those SSP's and incumbents that are identified and require Personal Risk Assessments (PRA's), and associated security compliance training. This list will be provided on a confidential basis. BC Hydro and the Union will review the initial list of those SSP's and incumbents prior to them being finalized.

3. The Union can withhold their approval of any SSP if they believe the decision to identify it as an SSP was not reasonable in relation to the applicable regulatory and industry requirements. Union approval will not be unreasonably withheld. Should the Union withhold their approval they shall refer the matter to arbitration within five (5) working days and the arbitrator will make his/her decision on the reasonableness of BC Hydro's decision. The Parties agree to process the matter to arbitration expeditiously. This also applies to paragraph 5 below.

4. Where security sensitive requirements change and/or BC Hydro identifies other CA's, CCA's, or SSP's, the Union will be notified that PRA's and appropriate security compliance training will be required for personnel in those other identified SSP's.

5. BC Hydro may add to the initial list of SSP's by providing the Union with the job title and a rationale for the addition. BC Hydro and the Union will review those additional SSP's prior to them being added.

6. BC Hydro requires employees' working in SSP's to undergo a Criminal Records Check (CRC), including an International Criminal Records Check.

7. Employees who seek to occupy a SSP that they have not previously occupied within the previous seven (7) years and who are successful in the selection process, shall be required to undergo a CRC, prior to the commencement of the SSP. Until the employee clears the CRC they will remain in their current position.

8. Employees occupying SSP's shall undergo a CRC every seven (7) years as long as they continue to occupy a SSP.

9. Employees in SSP's, as at date of ratification, who have not gone through a CRC within the last seven (7) years, will be required to do so once the SSPs, are identified.

10. All criminal convictions will be reviewed by BC Hydro's designated external legal counsel to filter any convictions clearly unrelated to their role at BC Hydro. Only those convictions which may potentially be related to an employee's role will be referred to Employee Relations pursuant to paragraph 16 below. BC Hydro will not decide that a criminal conviction is related to employment without prior discussions with the affected employee and their Union, if consented by the employee.

11. Notwithstanding paragraph 8 above, the employees in SSP's must immediately disclose to BC Hydro's designated external legal counsel any criminal charges or convictions that arise after the signing of this Memorandum of Understanding, in which event BC Hydro may require the employee to undergo a CRC.

12. Employees who are required to undergo a CRC in accordance with the foregoing will provide all necessary consent for the conduct of the CRC process.

13. Employees who are required to undergo a CRC must complete a release and self-disclosure form and submit it to HR Services.

14. HR Services will oversee the processing of all CRC forms.

15. The results of all CRCs will be securely stored by HR Services and external service providers in compliance with applicable privacy legislation.

16. Employee Relations will lead a review of the CRC results and will determine whether the criminal conviction(s) or charges are related to the employee's employment at BC Hydro.

17. If Employee Relations determines that the criminal conviction(s) or charges are unrelated to the employee's employment, the employee will be so advised and the CRC and any other investigatory documentation will be stored in compliance with all applicable privacy legislation.

18. If Employee Relations determines that the criminal conviction(s) or charges are related to the employee's employment in a SSP, BC Hydro will (except where an employee has given BC Hydro just cause for discipline) consult with the Union in an attempt to accommodate the employee:

a. within his or her current position by re-bundling duties without loss of pay; or
b. by placing the employee into another vacant position at BC Hydro, without loss of pay; or
c. in some other way that is mutually agreeable to the Parties.

19. If BC Hydro cannot reasonably accommodate an employee criminal conviction related to their employment according to paragraph 18 above, the Employee will be subject to Article 9.

20. All provisions of this MOU shall be subject to the grievance procedure.

Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.

For MoveUP:	For BC Hydro:
Brad Bastien	Jeff Marwick

This MOU was amended 01 April 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #82

RE: OVERPAYMENT RECOVERY

The Employer has the right to recover overpayments and this will constitute an assignment of wages under the Employment Standards Act. At least 30 days written notice will be given to the employee of: (1) the nature of the overpayment; (2) the option to negotiate a mutually agreeable pay back plan; (3) failing that, the Employer will begin to deduct the overpayment in the next pay cycle. Such repayments will not exceed more than 10% of net pay in any pay period.

Overpayments mean "monetary payments made in error or personal charges incurred without authorization," and shall not involve any interpretive issue under the collective agreement. When negotiating a repayment plan the employee shall have the right to request the Union to represent them in such negotiations.

In cases where an employee leaves the company (quit, fire, lay-off) the recovery can be 100% offset by the final pay and any subsequent payments that may be owed after termination (e.g. gainsharing).

Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.

For MoveUP:	For BC Hydro:
Brad Bastien	Jeff Marwick

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #83

RE: TOUR GUIDES AND TOUR GUIDE WORK LEADERS IN VISITOR CENTRES

Tour Guides and Tour Guide Work Leaders represent BC Hydro in Visitor Centres currently located at Stave Falls, Peace Canyon, Bennett Dam and Revelstoke. The parties recognize Tour Guide Work Leaders and Tour Guides are a unique group of seasonal Full Time Temporary (FTT) and Casual employees who require increased flexibility due to personal schedules and variable Visitor Centre operating hours. As such, the parties agree to the following terms for these employees:

Full Time Temporary Staff

1. Tour Guide Work Leaders (TGL's) will be typically filled by FTT staff for the season.

2. A work day of any consecutive 7.5 hours, exclusive of lunch period, may be schedule between 8:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.

3. A work week shall consist of 37.5 hours, consisting of five days, Tuesday through Saturday except at the beginning and end of the season during which the work week will be Monday through Friday in accordance with the pre-set schedule.

4. The Employer will post TGL schedules in advance for the entire season.

5. Days worked in excess of five days in a work week will be compensated at overtime rates. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11.04.

6. A TGL may change a scheduled workday up to three times per season with the consent of management and subject to operations requirements. For example, an employee may request to move a Saturday shift to a Monday.

7. Shift changes made at the request of the employee will not be subject to overtime premiums.

8. The Employer may change an employee's scheduled work day up to two times per season. For example, request an employee to move a Saturday shift to a Monday.

9. TGL's who are required to work on Sundays and statutory holidays shall be paid at time and one-half (150%) for those days.

10. TGL's rehired from 2014 for the 2015 season will be moved to the next higher whole step rather than their previous step on a one time basis. Anyone impacted by this change will be grandparented and will keep this higher step if they are subsequently rehired. Hiring rates for new employees in 2016 and beyond will be determined in accordance with Article 7.02 of the Collective Agreement and the Union's agreement will be required for hires at Step 3 and beyond.

11. Schedules will be set and start times may vary with location and in accordance with Article 11.01(b) and (e).

12. Eligible TGL's will continue to receive gainsharing in accordance with the Collective Agreement.

Casual Staff

13. Tour Guides (TG's) will typically be filled by casual staff and hired for a season. The employer will make best efforts to schedule casual staff in accordance with their requests at time of hire. However, it is understood that there are no guaranteed minimum hours or days of work per week.

14. A work day of any consecutive minimum 4 hours and maximum 7.5 hours, exclusive of lunch period, may be scheduled between 8:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates. Employees scheduled to work outside of the 8:00 to 22:00 shift will incur a shift premium equal to 6.7% of the average hourly rate.

15. A work period will be up to a maximum of 75 hours in a bi-weekly period and employees shall be granted two consecutive days off twice during that period. It is not the intent of the parties for managers to unilaterally schedule 10 days straight for casual staff.

16. Any hours worked in excess of 7.5 in a day will be compensated at overtime rates and, in addition, any time worked in excess of 75 hours in a bi-weekly period will be compensated at overtime rates.

17. The Employer will request employee preferences for schedules and will make every effort to schedule in accordance with these preferences. The Employer will make every effort to post the schedule two weeks in advance for the next month, but at a minimum, the Employer will post schedules two weeks in advance for two weeks.

18. TG's who are required to work on statutory holidays shall be paid at time and one-half (150%) for those days.

19. Employees may trade shifts with the prior approval of management provided they do not exceed the 75 hour maximum in the bi-weekly period. It is

understood that if an employee shift impacts the scheduled consecutive days off requirement then no penalty will be imposed on the Employer.

20. *Extra Shift Call Out* –
    a. A call out list will be established at the start of the season and will be based on seniority. Once established, it will be used for call outs and updates after each filled shift – once an employee accepts a shift, they will be moved to the bottom of the call out list. If the employee declines the shift, they will remain where they are on the list for the next opportunity.
    b. If an extra shift becomes available, employees on the top of the list who have not reached 75 hours over the bi-weekly period will be offered the shift and paid at straight time.
    c. If no employee volunteers for the shift, the shift will be directed by reverse seniority at straight time rates.
    d. If all employees on the list have reached 75 hours in the bi-weekly period then an overtime shift becomes available, it will be offered to employees on the list by seniority as calculated at the start of the season. If no employee volunteers for the overtime shift, it will be directed by reverse seniority. It is the intent that overtime, if available, will be granted equitably to employees on the list.
    e. An employee may elect to remove themselves from the extra shift call out list for the entire season at the start of the season. In that case. The employee will not be offered extra shifts, will not be directed to work extra shifts nor will be offered overtime, if applicable as outlined above.
    f. In the event two or more employees have the same seniority date, the employee identification number (IDN) will determine seniority for the purposes of extra shift and overtime call out.

21. TG's rehired from 2014 for the 2015 season will be moved to the next higher whole step than their previous step in 2014 on a one time basis. Anyone impacted by this change will be grandparented and will keep this higher step if they are subsequently rehired. Hiring rates for new employees in 2016 and beyond will be determined in accordance with Article 7.02 of the Collective Agreement and the Union's agreement will be required for hires at Step 3 and beyond.

22. In lieu of Sunday premiums and gainsharing, casual TG's will receive and end of contract stipend based on $200.00 per month worked. In order to be eligible for this stipend, TG's must have a minimum two month contract and must work until the end of the contract. This stipend will be calculated for each employee and is payable within one month of the employee's contract end date. The number of months worked will be calculated based on the start and end date of the contract and will be rounded to the nearest whole month. For example, a contract term of May 5th to August 17th will attract a four month stipend.

23. If changes are planned or made to the Visitor Centre operations that would impact the application of this MOU, the Union and Employer will discuss what changes, if any, are required to this MOU to accommodate the operational changes.

_____	_____
Laura Mills	Karen Rockwell
Employee Relations	Union Representative
BC Hydro	MoveUP

Signed December 5, 2014

This MOU was amended 06 September 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

MEMORANDUM OF UNDERSTANDING #84

RE: BRIDGE

The terms and conditions of the Memorandum of Understanding (MOU) #36 between BC Hydro and the IBEW, Local 258 shall apply to COPE employees headquartered at Bridge River. The following identifies the main components of that MOU in effect as of July 10, 2013. Future changes made to the IBEW MOU #36 shall apply to COPE employees and this MOU shall be updated as necessary.

1. HOURS OF WORK

a. Employees headquartered at Bridge River shall work a 4 day workweek. The hours of work for employees who are regularly headquartered at Bridge River will be as set out below.

   Work Day 1: 10:30 to 17:30
   Work Day 2: 07:00 to 17:30
   Work Day 3: 07:00 to 17:30
   Work Day 4: 07:00 to 15:00

   A half-hour unpaid lunch break will be taken during these hours of work.

   For each day worked the employee will be paid 7.5 hours and the remaining time, less 1 hour in respect of the 6.5 hour work day on Day 1, will be credited to a Bridge River Time Bank. Overtime will be paid only for time worked in excess of the daily hours of work as set out above.

b. Not later than 30 November, a Bridge River schedule will be established for the following year. This schedule will allocate Fridays as either RWWL Days or Bridge Days off in weeks in which there are no Statutory Holidays.

2. TRAVEL, ACCOMMODATION AND ALLOWANCES

a. Commuting Employees may utilize BC Hydro transportation, equipped as required by the applicable Safety Acts and Regulations, to travel between Lillooet and Bridge River, or between one of five (5) Remote Muster Locations and Bridge River, at the commencement and completion of each work week. Time spent in travel will not be paid time as worked.

The Remote Muster Locations are:

(i) Kamloops
(ii) Vancouver
(iii) Lillooet
(iv) Vernon
(v) Pemberton

Other locations may be approved at the manager's discretion.

b. Employees may reside in the BC Hydro staff houses during the workweek without charge.

c. A food allowance of $57.50 will be paid to employees for each day they are performing work at Bridge River. For clarity this does not include days off.

d. FTR employees, and FTT employees who are hired for a minimum 3 month posting, and are headquartered in Bridge River, will receive a 16% of base wage remote incentive. The terms and conditions of stopping, suspending or continuing payments will be the same as those set out in Appendix C (remote incentive program) of the IBEW Collective Agreement.

e. Full-time employees headquartered at Bridge River will earn an additional 34 Bridge River Time Bank hours annually in recognition of work and home balance issues that can conflict more often with workers that work away from home. These additional hours shall be earned on a bi-weekly basis, and shall stop or continue being earned while on leave in accordance with Article 14.10. Employees may request to have earned and unused Bridge River Time Bank hours paid out once per year.

f. In recognition of the current lack of recreation facilities at Bridge River, employees will be paid an additional $38.46 bi-weekly in compensation until said facilities have been built to BC Hydro's satisfaction.

_____	_____
Nanette Moller-Hansen	Barbara Junker
BC Hydro	MoveUP

Signed July 20, 2015

This MOU was amended 06 September 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

Between:

B.C. HYDRO & POWER AUTHORITY

("BCH")

And:

MoveUP

(Canadian Office and Professional Employees Union, Local 378)

(the "Union")

MEMORANDUM OF AGREEMENT

A. BCH is considering ceasing to purchase currently contracted services from Accenture Business Services for Utilities ("ABSU") on or about April 30, 2018 when the Revised Amended Master Services Agreement (RAMSA) with ABSU expires and, instead, carry out the work internally.

B. The contracted services referred to above includes all MoveUP work currently contracted to ABSU including but not limited to: Customer Services (customer care centre, billing, learning and knowledge, credit/collections); HR (payroll, recruitment services, pension administration, Tempworks); Finance (accounts payable); Office Services (mail and document services, graphics) as defined in the RAMSA and referred to as the "Contracted Services".

C. In the event, BCH decides to cease purchasing the Contracted Services from ABSU and carry out some or all of the work internally, it will do so by offering employment opportunities to certain ABSU employees who provide Contracted Services to BCH, and who are represented by the Union on the terms set out in this agreement.

D. The Parties wish to address these circumstances on an entirely without prejudice and without precedent basis, and in a manner that avoids litigation before the Labour Relations Board or otherwise.

E. Any decision to cease the purchase of Contracted Services and carry out the work internally is subject to approval by BCH's Board of Directors.

F. Any agreement between the Union and BCH regarding an amendment to the BCH/MoveUP collective agreement is subject to approval of the Union and ratification by BCH's Board of Directors. By signing this MOA the Union confirms their approval.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The purpose of this MOA is to establish the framework and process, subject to approval by BCH's Board of Directors, the Union and, if required, PSEC, for offering certain ABSU employees currently performing Contracted Services (the "Affected Employees") employment at BCH, and to address the terms and conditions of employment for Affected Employees and any other employees hired by BCH to perform the Contracted Services at BCH in future. The Affected Employees and any employees hired in future to perform the Contracted Services are together referred to as the "MOU 85 Employees".

2. This MOA and attached Appendix A containing Memorandum of Understanding 85 (MOU 85) are negotiated in good faith and will supplement and clarify any rights and entitlements that flow from: (1) the BCH/MoveUP Collective Agreement; and (2) the Labour Relations Code.

3. The Parties expressly acknowledge that this is a negotiated Memorandum of Agreement and is not to be construed nor considered as an admission of liability or legal obligation. This MOA is reached without prejudice to the positions of the Parties and will not be referred to in any other hearing, agreement, proceeding, negotiation, consultation, or discussion other than one concerning the implementation, interpretation or application of this MOA or an allegation that BCH is the successor employer to ABSU.

4. The Union will not refer to the facts and circumstances that led to this MOA in any common employer, true employer or successorship application respecting BCH and ABSU or their related entities.

5. The Parties agree that BCH is not, as a result of this MOA, a successor employer to ABSU under the Labour Relations Code. In the event, however, that BCH is found to be a successor employer to ABSU, the Parties agree that this MOA records the Parties' agreement as to how best to effect the successorship and ensure a fair and smooth transition for Affected Employees who accept employment with BCH.

Bargaining Unit and Collective Agreement Structure

6. All MOU 85 Employees will be represented within the current MoveUP bargaining unit for BCH.

7. The terms and conditions of employment for all MOU 85 Employees will be as set out in this MOA and the attached Appendix A containing MOU 85 which will be appended to and form part of the BCH/MoveUP Collective Agreement, including any MOU's or LOA's thereto (the "BCH/MoveUP CA").

8. MOU 85 will have a term expiring March 31, 2024, notwithstanding the term of the BCH/MoveUP CA or any renewal thereof. After the expiry date of MOU 85 and until a revised agreement is signed, the MOU 85 and all its provisions shall remain in full force and effect without prejudicing the position of the new or revised agreement in making any matter retroactive in such new or revised agreement.

9. The terms and conditions in MOU 85 are based upon the existing collective agreement between MoveUP and ABSU, including all MOU's and LOA's thereto (the "ABSU/MoveUP CA") with mutually agreed upon modifications as set out in this agreement or MOU 85. In the event of any dispute about which terms and conditions of employment apply to MOU 85 Employees, the terms most similar to that of the ABSU/MoveUP CA shall be preferred. In the event of any dispute as to the interpretation of the MOU 85 terms, the interpretation most similar to that of comparable ABSU/MoveUP CA terms shall be preferred.

10. Current and future BCH employees, other than MOU 85 Employees, will continue to be covered by the BCH/MoveUP CA or any renewal thereof.

Selection and the Commencement of Employment

Offers of Employment:

11. BCH will offer employment under the terms and conditions of this MOA to certain Affected Employees who are performing Contracted Services BCH intends to carry out internally and who are not on recall on or about November 30, 2017, or another date agreed to by the Parties. Such employment, if accepted, shall commence on or before April 30, 2018 or another date as advised by BCH in consultation with the Union ("Hire Date").

12. Eligibility of Affected Employees for employment with BCH is subject to the terms of paragraph 38 below.

13. Affected Employees will be offered employment at BCH in roles equivalent to their current ABSU base job, group level, status (regular, temporary, casual) and term. Affected Employees successfully obtaining employment at BCH will be placed at the same group and salary step as at ABSU and will progress through subsequent steps in accordance with MOU 85.

14. Affected Employees must be actively employed by ABSU on April 30, 2018 to be eligible for employment with BCH.

15. Affected Employees on the leaves of absence at ABSU listed below will be provided with an offer of employment at BCH at the same time as other Affected Employees and will be required to elect within the same time frame (3 days as per paragraph 20 below):

    a. sick leave
    b. long-term disability (LTD) with a medically supported confirmed return to work date on or before April 30, 2018
    c. pregnancy leave
    d. parental leave
    e. adoption leave
    f. education leave
    g. WorkSafe leave with a medically supported confirmed return to work date on or before April 30, 2018
    h. Union leave

16. Offers of employment for Affected Employees on leave as set out above will be for employment commencing the later of the Hire Date or the date the Affected Employee is confirmed for return to work.

17. The default for failing to receive or accept an offer of employment from BCH is that such Affected Employees will remain at ABSU. Nothing in this clause is intended to prevent Affected Employees from accessing their full rights under their collective agreement with ABSU.

18. ABSU Employees on LTD or WorkSafe without a medically supported confirmed return to work date on or before April 30, 2018 will be eligible to apply on BCH job postings as an internal once they are medically cleared to return to work.

19. Article 7 posting conditions shall be waived for the above employment offers to Affected Employees.

Employment:

20. Affected Employees who receive a job offer will have 3 days to confirm their acceptance of the offer of employment at BCH.

21. Employment with BC Hydro will be contingent on Affected Employees who accept an offer of employment at BCH successfully completing BC Hydro's background check processes. BC Hydro agrees to waive the Alcohol & Drug pre-employment testing for Affected Employees.

22. Affected Employees who accept a position with BCH must sign a consent form to direct ABSU to provide to BCH and the Union their personnel file (subject to paragraph 38 below), current pay group and step, ABSU hire dates, service information, status and term of hire to facilitate the administration of the hiring process.

23. Affected Employees who obtain employment with BCH must complete BCH enrolment requirements and waiting periods for benefits, pension plan etc. in accordance with this MOA, MOU 85 and the BCH/MoveUP CA.

24. The Parties agree BCH will not recognize any time banks or banked time with ABSU for Affected Employees who obtain employment at BCH.

25. All Affected Employees who obtain employment with BC Hydro will serve a 6 month probationary period. The period will start on the date the Affected employee commences work for BCH. This probationary period may be extended by mutual agreement between the BCH and the Union. BC Hydro recognizes that Affected Employees may have already served a probationary period at ABSU.

26. Prior to the expiry date of the probationary period, but not less than 5 working days before the expiry date of the period, the employee's supervisor will conduct a performance rating of the employee and will confirm the employee's status as applicable or terminate the employee.

27. In the event that BCH elects Option A in paragraph 38 below, an Affected Employee who does not pass probation and is terminated will be entitled to severance under Article 9 of the BCH/MoveUP Collective Agreement.

28. Affected Employees who obtain employment with BCH will be subject to BCH pension plan rules and entitlements. For example, Affected Employees with previous BCH pensionable service are exempt from the 3 month waiting period for pension contributions to start, but Affected Employees without previous BCH service will be subject to the 3 month waiting period.

29. The Union agrees that any remaining vacancies may be posted internally and externally at the same time.

General Terms and Conditions of Employment for MOU 85 Employees

30. MOU 85 Employees will be covered by BCH policies and procedures and BCH/MoveUP CA language except as provided for in this agreement and/ or the attached MOU 85.

31. The following specifically will not apply to MOU 85 Employees, except as provided for in paragraph 34 below: Appendix B – Economic Stability Dividend, salary scales contained in Article 4 of the BCH/MoveUP CA and MOU 55 (a) & (b) Gainsharing.

32. As per the attached MOU 85, the salary scales for MOU 85 Employees will be amended to remove the Probationary salary step, changing Step 1 to the Minimum salary and the remaining steps renumbered accordingly.

33. To accommodate the elimination of the probationary step contained in the ABSU/MoveUP CA and the revised pay scales set out in MOU 85, Affected Employees at the probationary step of the ABSU/MoveUP CA who obtain employment at BCH will be placed at the minimum step of the MOU 85 salary scale. The existing anniversary date will continue to be used to determine future step increases for Affected Employees who obtain employment with BC Hydro.

34. The salary scales for MOU 85 Employees will be subject to general wage increases as follows and as set out in MOU 85:

    a. The salary scales for MOU 85 Employees will be subject to general wage increases of 1.5% on September 1, 2018 and 1.5% on September 1, 2019 as per the current ABSU/MoveUP CA.

    b. Future wage increases will be equivalent to any general wage increase agreed to for the BCH/MoveUP CA from Fiscal 2021 to Fiscal 2024. The increases shall still be effective on September 1 of the Fiscal year.

    c. If BC Hydro and MoveUP agree to a general wage increase(s) for employees covered by the BCH/MoveUP CA that is less than 1.5% for any Fiscal year between Fiscal 2021 through Fiscal 2024, then MOU 85 Employees will be eligible to participate in BCH's Gainsharing plan (MOU 55a) to a maximum of the difference between the BCH/MoveUP general wage increase and 1.5%.

35. Affected Employees obtaining employment with BCH who have full time temporary status will continue to be eligible for dental benefits at BCH after 9 months. Any new MOU 85 Employees will be subject to the 12 months waiting period set out in the BCH/MoveUP CA. These waiting periods begin when the Affected Employee commences employment with BCH.

36. BCH intends to implement an attendance management program for the Customer Care Centre. This program will be developed prior to April 30, 2018 and will be reviewed with the Union prior to implementation.

Continuous Service:

37. BCH will recognize previous BCH and ABSU service and seniority for Affected Employees who obtain employment with BCH for the following purposes under the collective agreement and MOU 85:

    a. Article 14 - Annual vacation entitlement

    b. Article 7 – Previous BCH and ABSU service and seniority will be recognized for purposes of job posting. For clarity, Affected Employees who obtain employment with BCH will have the right to bid on all BCH postings as internal hires and as such will have prior seniority with BCH and ABSU recognized as part of the application process.

    c. Article 9 – Previous BCH and ABSU service and seniority will be recognized for all purposes associated with Article 9 (subject to paragraph 38 below), except that MOU 85 Employees shall only have the right to bump other MOU 85 Employees, and BCH employees who are not MOU 85 Employees, shall not be entitled to bump MOU 85 Employees.

38. The Parties agree that Affected Employees who obtain employment with BCH should be 'kept whole' for the purposes of severance entitlement in the event of layoff. BCH will, at its sole discretion, elect one of the following options and will apply this service recognition to all Affected Employees who obtain employment with BCH:

    Option 1 – BCH will recognize previous BCH and ABSU service and seniority of Affected Employees obtaining employment with BCH for the purpose of calculating severance under Article 9 of the BCH/MoveUP CA. However Affected Employees who accept severance with ABSU will not be eligible for employment at BCH.

Option 2 – Affected Employees obtaining employment with BCH shall be deemed as new employees without recognizing previous BCH and ABSU service for the purposes of severance entitlement under Article 9. Affected Employees will be eligible for employment at BCH regardless of whether they accept severance from ABSU.

BCH will advise the Union of which option is elected on or before April 30, 2017.

39. In the event that BCH elects Option 2 in paragraph 38 above, Affected Employees obtaining employment with BCH will not be required to provide BCH with their personnel files.

40. BCH will not recognize previous ABSU service for Affected Employees for the purpose of benefit entitlement, or the BCH pension plan.

Labour Stability

41. In order to ensure labour stability, the Parties agree to these specific terms:

a. Job action – this Memorandum and attached MOU 85 form a valid and binding collective agreement with a term to March 31, 2024. Therefore it is understood between the Parties that in the event of a labour dispute between BCH and MoveUP during the term of MOU 85 there will be no strike or lock out of MOU 85 Employees as per Section 57 of the Labour Relations Code.

b. Collective bargaining - Issues related to MOU 85 or terms and conditions of employment for MOU 85 Employees will not be the subject of collective bargaining between the Parties until expiry of MOU 85, unless the Parties agree otherwise.

c. Jurisdiction – the Parties recognize there may be some overlap in duties performed by MOU 85 Employees and BCH employees covered by the BCH/MoveUP CA. BCH does not intend to extensively shift the work of current employees to MOU 85 Employees, but will allocate work efficiently. Any dispute as to whether an employee, job or assignment is properly covered by MOU 85 or the BCH/MoveUP CA will be discussed in a timely manner and, referred, if necessary, to grievance and arbitration.

Miscellaneous:

42. Notwithstanding paragraph 11, Affected Employees working in Tempworks will not be offered roles at BCH. As per LOU dated February 17, 2017, BCH and the Union agree to discuss a separate agreement with respect to BCH's use of contingent labour on or before June 30, 2017.

43. Grievances – the Union will provide to BCH a list of all grievances and issues in dispute in relation to the interpretation of the ABSU/MoveUP CA prior to signing this MOA.

Communications:

44. In the event that BCH's Board of Directors ratify and the Union signs this MOA, the Parties agree to develop a Joint Communications Plan. The Parties understand and agree that the existence of this MOA and related discussions will remain confidential until disclosed in accordance with the Joint Communications Plan.

45. The parties agree that all communications will be supportive of this agreement. All external communications will be consistent with the Joint Communications Plan. External communications shall include public, media, political parties and other labour organizations but excludes MoveUP's communications to its members.

Dispute Resolution:

46. All disputes about the interpretation, application or operation of this MOA will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the Labour Relations Code. The single arbitrator shall be Ken Saunders, unless Ken Saunders is not reasonably available, in which case the Parties to the arbitration may appoint another mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

Effective Date and Duration:

47. This MOA is effective once it has been ratified by BCH's Board of Directors and signed by the Union.

48. This MOA expires on March 31, 2017, unless ratified by BCH's Board of Directors or an extension is agreed to by the Parties.

DATED this 17th day of February, 2017.

COPE, Local 378 Per:	B.C. HYDRO & POWER AUTHORITY Per:
Gwenne Farrell Per:	Laura Mills Per:
Brad Bastien Per:	Dave Graves Per:
Cheryl Popeniuk	Radha Shah

Appendix A

Memorandum of Understanding #85 A

1. The terms of this MOU will apply to all full time regular, full time temporary, part time regular and casual employees performing work previously contracted to ABSU including but not limited to: Customer Services (customer care centre, billing, learning and knowledge, credit/collections); HR (payroll, recruitment services, pension administration, Tempworks); Finance (accounts payable); Office Services (mail and document services, graphics) as defined in the RAMSA and referred to as the "Contracted Services".

2. The jobs for MOU 85 Employees include, but are not limited to the following list. Jobs may overlap with BC Hydro job titles, job titles may be changed or new jobs may be added.

POSITION TITLES
A/P Supp Clk
Accounting Officer
Accounts Payable Administrator
Accounts Payable Analyst
Accounts Payable Work Leader
Acc Pay/Fin Clerk 1
Acct Payable Administrator
Addressing/Outgoing Mail Clerk
Admin Clerk Ldr
Admin Clk 1
Admin Clk 2
Admin Support Asst
Billing Support Clerk 1
Billing Support Clerk 2
Billing Svc Analyst
Billing Svcs Anyst WL
Bus Syst Consult 3
Bus Systems Anyst 2
C/S Acct Leader
C/S Feld Rep 6
Call Ctr Quality Assur Splst
Client Svcs Ldr
Cmptr Syst Splst 3
Coll & Cost Rec Sys Admstr
Copier Bindery Clk
CSAR 7
Cust Billing & Info Clk
Cust Billing/Info Ldr

Cust Pmt Anyst Ldr
Cust Pmt Clk 2
Cust Serv Rep 2
Cust Serv Rep 5
Customer Payments Clerk
Customer Payments G/L Reconcilliation Clerk
Customer Remittance Clerk
Customer Serv Acct Rep 5
Customer Serv F. Rep 5
Customer Serv Rep 2
Customer Serv Rep 1
Customer Serv. Billing Agent
Customer Service Rep
Deduction Acctng Admstr
Deductions Accts Ldr
Employee Services Admstr
Field Servs Administr 2
Financial Systems Analyst 1
Fincl Svcs Acctnt 1
Fincl Svcs Help Desk Splst
FSO Process Support Spec
Graphic Designer 2
HR Service Centre Rep
Ind Billing Analyst Ldr
Industrial Billing Analyst
Industrial Gas Billing Rep
Industrial Gas Billing Work Leader
Instrumentation Tech
Knowledge Management Specialist
Learning Specialist
Learning Technology Specialist
Mail Clerk
Mailing Services Clerk
Mailing Services Work Leader
Network Operations Specialist
Office Supp Clk
Pay System Admin
Payroll Administrator 1
Payroll Administrator 2
Payroll Administrator Work Ldr
PC & Lan Splst 2
Personnel Records Administrator
Prod Svcs Coordtr
Program Admstr 1

Pwr & Spec Billing Clk
RCO Process Support Specialist
Rcrds & Mailing Svcs Ldr
Senior Administrative Clerk
System Dvmt Consult 1
System Dvmt Consult 2
System Developer 3
Temp Works Administrator
Tempworks Admin Clerk 1
Tempworks Database & Prj Records An
Workforce Forecast & PIng Anys
Customer Service Accts Rep 6
Customer Service Assnt

3. The terms and conditions of employment for employees hired under MOU 85 will be as per the BCH/MoveUP collective agreement, except as specifically set out in this MOU 85 or MOA dated February 17th, 2017.

4. The following BCH/MoveUP provisions specifically do not apply to employees hired under MOU 85:
    a. Appendix B Economic Stability Dividend
    b. Wage scales (article 4.04)
    c. MOU 55 (a) & (b) Gainsharing, except as provided for in paragraph 34 of the MOA and paragraph 16 below.

5. This MOU will remain in effect and will not be subject to collective bargaining, unless otherwise agreed to by the parties, until March 31, 2024. After the expiry date of MOU 85 and until a revised agreement is signed, the MOU 85 and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

6. The following BCH/MoveUP collective agreement provisions are modified, replaced or supplemented for MOU 85 Employees as follows and supersede any related terms and conditions within the BC Hydro/MoveUP collective agreement.

Article 1.04 Leave for Union Officers

Properly qualified officers or representatives shall be granted leave of absence to carry out their duties in accordance with Article 1.04 of the BC Hydro/MoveUP collective agreement, with the following exceptions:

7. The amount of paid leave granted for the purpose of attending to Union business other than as described in Article 1.03(b) shall not exceed 750 hours per year in total for the Employees performing MOU 85 Services.

8. Employees who are appointed as Temporary Union Representatives on a full-time basis by the Union will be granted a leave of absence and the Union will reimburse the Employer in accordance with Article 1.04 (b) 3. However, it is understood that the time off for such leave of absence shall not be included in the calculation of the 750 hours referred to above.

Article 1.06 & 7.01 Probationary Period

Further to Article 7.01 and Article 1.06:

9. New MOU 85 Employees will be considered probationary for a period of 9 months.

10. MOU 85 Employees who transfer from a full-time temporary or casual job to a full-time regular or part-time regular job of the same job title will be exempted from the 9 month probationary period, or a portion thereof, provided that the time in the full-time temporary or casual job, totals a minimum of 9 months unbroken service in the job.

Article 1.06 (c) 1 Full-Time Temporary Chang in Status

11. The status of a Full-Time Temporary Employee shall automatically change to that of a Full- Time Regular Employee upon completion of 18 months.

Article 1.06 (d) Use of Casuals

Further to Article 1.06(d):

12. Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.

13. The Employer shall give each Casual Employee whose employment is terminated 2 weeks' notice or pay in lieu.

Article 4 Salaries

14. The existing anniversary date will continue to be used to determine future step increases for MOU 85 Employees who transferred from ABSU. Anniversary dates for new MOU 85 hires shall be as per Article 4.03 (d).

15. The ABSU salary scales in effect as of April 30, 2018 will apply.

16. The salary scales for MOU 85 Employees will be subject to general wage increases of 1.5% on September 1st, 2018 and 1.5% on September 1, 2019 as per the current ABSU/MoveUP collective agreement.

    Future wage increases will be equivalent to any general wage increase agreed to for the BCH/MoveUP collective agreement from Fiscal 2021 to Fiscal 2024. The increases shall still be effective on September 1 of the Fiscal year.

    If BC Hydro and MoveUP agree to a general wage increase(s) for employees covered by the BCH/MoveUP CA that is less than 1.5% for any Fiscal year between Fiscal 2021 through Fiscal 2024, then MOU 85 Employees will be eligible to participate in BCH's Gainsharing plan (MOU 55 (a)) to a maximum of the difference between the BCH/MoveUP general wage increase and 1.5%.

Article 7.08 and 7.1O Job Competitions

Further to Article 7:

17. MOU 85 Employees will have the ability to bid on all BCH postings as internal hires and as such will have previous seniority with ABSU recognized as part of the application process.

18. An employee with less than 6 months service in his/her position is not eligible to compete for a promotion unless the employee has the approval of his/her supervisor.

19. Further to Article 7.1O (d) for positions covered by this MOU 85, "demonstrably" shall mean at least 10% higher than candidates who have greater seniority, and ability shall include consideration of the employee's
    (a) performance on the employee's present and/or previous jobs with the Employer within the last 2 years;
    (b) the results of any testing conducted pursuant to Article 7.1O (h) i and ii.

Article 8.02 Notice of New Procedure

The following replaces Article 8.02:

20. Whenever the Employer proposes to effect a new procedure, it shall give to the Union at least (60) calendar days prior written notice.

Article 9.02 Notice of Displacement/Layoff - Regular Employees

The following replaces Article 9.02:

21. The Employer will provide the Union and affected employees with at least 60 calendar days written notice when regular employees are to be displaced. The notice provided will include the ·anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.

    No employee shall be laid off to the recall list until she/he has exhausted her/his options.

Article 9.03 Severance Pay - Regular Employees

Further to Article 9.03:

22. Continuous service will be prorated based on the employees past continuous service as a Casual, Full Time Temporary, Part Time Regular, or Full Time Regular Employee, or a combination of the aforementioned. The proration will be calculated by taking the total number of hours worked and dividing by 1957.5 to get a total number of years worked. Any approved leaves and leaves of absence without pay in lieu of vacation shall be considered to be hours worked for the purposes of this Article.

    For the purposes of this Article, a "week" shall mean 37.5 hours of pay at the affected employee's regular rate.

Article 9.07 Bumping Rights

Further to Article 9.07:

23. Previous ABSU service and seniority will be recognized for the purposes of Article 9; however, if BCH elects Option 2 under MOA paragraph 38, then previous service at ABS or BCH will not be recognized for the purposes of severance under Article 9.

24. Notwithstanding Article 9, MOU 19 or MOU 23, MOU 85 Employees shall only have the right to bump other MOU 85 Employees, and BCH employees who are not MOU 85 Employees, shall not be entitled to bump MOU 85 Employees.

Article 10 Benefits

Further to Article 10:

25. Full-Time Temporary employees who transferred from ABSU shall be eligible for dental coverage after completing 9 months of BC Hydro continuous service.

26. Any new full-time temporary employees hired under MOU 85 will be subject to the 12 month waiting period as per 10.03 of the BC Hydro/Move UP collective agreement.

27. Full-time temporary employees shall be eligible for paid sick leave after completing 3 continuous months of service with BC Hydro as per 15.03 (a) 1 of the BC Hydro/MoveUP collective agreement.

Article 11.01 (d) Modified Work Hours

Further to Article 11:

28. The standard work week will be Monday through Friday. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, HR, billing, customer enquiries or credit services. This list may be amended by agreement of the Parties.

29. If agreed between the Union and the Employer, employees may be scheduled to work modified work schedules without overtime rates applying.

Article 11 Overtime Application for Casuals

The following replaces Article 11.04 (c):

30. Except for Casual Employees, an employee called to work on a normal day off shall be paid at the rate of double time (200%).

The following replaces Article 11.06 (b):

31. Except for Casual employees, an employee called in to work on a normal day off shall be paid overtime rates for a minimum of 2 hours but from the time the employee leaves his/her residence. One half-hour at the applicable rate shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked.

Article 14.04 Payment of Vacations

The following replaces Article 14.04 (a):

32. Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken or, depending upon his/her vacation entitlements, at the rate of

6%, 6.4%, 8%, 10% or 12% of his/her previous year's earnings, whichever is the greater. Adjustments arising out · of the percentage application (i.e. "AV Differential" payment) will be made after the employee has completed his/her vacation for the calendar year. Notwithstanding the foregoing, deferred and banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

33. AV Differential will be calculated per the above and using only regular earnings, time bank usage, and overtime earnings. All other earnings codes will be removed from the calculation.

Article 25 Child Care Reimbursement

The following replaces Article 25:

34. Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to $50 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this Article.

MEMORANDUM OF UNDERSTANDING #85 B

Hours of Work and Scheduling for MOU 85 Employees Performing Customer Care Center Work

The following terms and conditions apply to employees performing work for the Customer Gare Center and supercede any related terms and conditions within the BC Hydro/MoveUP collective agreement. For the purpose of this MOU 85 B and related articles, the hours of operation for the Customer Care Center may be 24 hours per day, 7 days a week, and as such all Customer Care Center employees shall be considered shift employees.

Full Time Work Hours

1. The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7.5 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.

    a. Work Week: Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays. Except when moving from one shift schedule cycle to another, every effort will be made not to schedule 10 working days in a row.

    b. Work Day: The standard will be 7.5 consecutive hours of work, exclusive of a half- hour unpaid of lunch period in a 24 hour period. The authorized variation will be 7.5 consecutive hours of work, exclusive of an hour long unpaid lunch period in a 24 hour period.

    c. Statutory Holidays: In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 12 days in lieu of statutory holidays per calendar year. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

Part Time Regular Work Hours

2. Part-Time Regular Employees will not work more than 30 hours per week, except that on a voluntary basis they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.

3. Designated weekly hours for part-time regular positions, providing a minimum of 15 weekly hours, shall be included on the job posting and the part-time regular employee shall select that amount of hours when selecting their shift. The designated hours are not required to be selected for each week, but the total hours over the 12 week shift period must average to the designated hours for the position.

4. A Part-Time Regular Employee who fails to obtain their designated number of

hours for a 12 week shift period due to the actions of the Employer shall:

a. Be offered a Part-Time Regular shift, if available, with lesser designated hours; or

b. Be considered "displaced" for the purposes of Article 9.

Casual Work Hours

5. Casual employees will not work rnore than 30 hours per week, except that on a voluntary basis or when required to as per paragraph 14 f, they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.

6. Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.

7. Casual Employees shall be entitled to a minimum of 2 weeks' leave of absence without pay in lieu of vacation in a calendar year.

8. Casual Employees shall select their leaves of absence in order of seniority as defined in this Agreement, following the vacation selection of Regular and Full-Time Temporary Employees under Article 14.

9. The provisions of Article 14.06 (Broken Vacations) shall apply to the leaves of absence for Casual Employees except that normally at least 1 week of the year's entitlement must be taken as a continuous period.

10. The leaves of absence set out above shall not conflict with essential departmental requirements.

Restrictions on Use of Casual Employees

11. The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees.

12. Casual Employees shall make up no more than 30% of the total workforce over any three- month period.

    Starting at the end of the first full quarter of a fiscal year following the signing of the collective agreement, the Employer shall provide a quarterly report to the Union respecting the number of employees in each employee classification on the last day of each calendar month of that quarter to establish a monthly ratio. A ratio shall be calculated by taking the average of the ratios of each calendar month in the quarter.

If the quarterly ratio exceeds 30%, the Employer shall notify the union and post sufficient Full-Time Regular positions so as to reduce the ratio of Casual Employees at or below 30%, and shall maintain such positing and provide a monthly report to the Union on the last day of each calendar month until such ratio is met, following which reporting periods will revert to the regular quarterly reporting period.

Shift Scheduling

13. The Employer shall set shift schedules for a period of 12 weeks.

14. Employees shall select from the available shifts as set by the Employer in the following order. Shift selections shall be made on a seniority basis:
    a. Full-time employees shall select a full-time shift block.
    b. Part-time regular employees shall select a part-time shift block that aligns with their designated work hours.
    c. Part-time regular employees may select additional work hours on a voluntary basis, not to exceed 37.5. hours per week.
    d. Casual employees shall select work hours, not to exceed 30 hours per week.
    e. If additional hours remain, casual employees may select additional work hours on a voluntary basis, not to exceed 37.5 hours per week.
    f. If additional hours remain, the Employer shall assign the remaining hours to casual employees on a reverse seniority basis, not to exceed 37.5 hours per week.
    g. If additional hours remain, the Employer shall assign the remaining hours to Part- Time Regular Employees on a reverse seniority basis, not to exceed 30 hours per week.

15. Employees will be paid straight-time wages for scheduled regular hours worked on Saturdays, Sundays, and statutory holidays.

16. All regular time worked between 1800 and 0600 hours shall attract a 12% premium.

17. RWWL days will be pre-scheduled in the 12 week shift period, or multiples thereof, with sign up at least 2 weeks in advance, and may be varied by mutual agreement between the employee and Employer.

18. Employees will not be scheduled to work 6 days in a week. If a 6th day in a week is worked, the Employer will pay overtime for that shift.

19. The Employer will pay overtime in those situations where a RWWL day is included in a weekly schedule and forms 6 scheduled days in a week.

20. Shift changes agreed to between employees and requested by the employee will not be subject to overtime penalties, including when employees work more

than 5 days in a week.

21. Once an employee has signed up for a vacation period, the Employer shall not cancel or vary such vacation period except with the consent of the employee.

Additional Part-Time Hours

22. Where the Employer deems it necessary to schedule additional regular hours in addition to the 12 week shift schedule, such hours shall be offered to all Part-Time Regular and Casual Employees in the Customer Care Center, usually by mass communication such as email, auto-dialer, and/or text.

23. Additional hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Part-Time Regular and then to Casual Employees.

24. Additional hours required for part of a day will be first offered to Part-time Regular Employees on a seniority basis, on duty, on site and continuous with their shift. It will then be offered to Casual Employees on a seniority basis, on duty on site and continuous with their shift.

25. Should no employee voluntarily accept such hours, the Employer may direct employees to work those hours, beginning with Casual Employees on a reverse seniority basis followed by Part-Time Regular Employees who have worked less than 30 hours in a week, on a reverse seniority basis.

26. Additional hours due to unanticipated workloads as in paragraph 22 through 25 above will first be offered to employees for whom it will not attract overtime.

Overtime Scheduling

27. Where the Employer requires overtime work to be performed, such hours shallbe offered to all employees in the Customer Care Center, usually by mass communication such as email, auto-dialer, and/or text. Overtime hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Regular and Full Time Temporary and then to Casual Employees.

28. For same day overtime work, overtime hours will be given by seniority to employees who are already on duty and on site.

29. If no employee voluntarily accepts the overtime work, qualified employees working outside of the Customer Care Centre may be offered the overtime work. If there are no qualified volunteers outside of the Customer Care Centre, the Employer shall assign such work to Casual Employees on a reverse seniority basis within a job classification, followed by Full-Time Temporary and Regular Employees on a reverser seniority basis within a job classification.

Shift Change Notice

30. The Employer will provide the Union and affected employees with 60 Days' notice prior to introducing new shift requirements in a work area (i.e. a shift that is not currently in use in the work area or that has not been used in the work area in the preceding 12 months). This will include work areas that already have shift requirements. This notice period is required even if the new shift is added during the course of the normal shift sign-up.

31. The Employer will provide the Union and affected employees with 60 days' notice if there is a required change to a full-time employee's shift due to operational reasons. If such notice is not given for a required shift change, then the full-time employee will attract overtime wages for the hours worked outside their normal shift schedule until the required notice period is satisfied.

32. For clarity, the notice period outlined above is not required when canceling an already existing full-time shift (i.e. the shift is no longer required in the work area) so long as the cancellation occurs during the course of the normal shift sign-up. If the cancellation occurs at a time other than normal shift sign-up, paragraph 31 will apply.

33. The Employer may change an established schedule for a Part-Time Regular or Casual Employee but must provide the employee a minimum of 2 weeks' notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the Employee and the Employer. ·

34. Consideration will be given to individual circumstances in the event that an employee has legitimate reasons for delaying the start of the new shift (e.g. child or elder care requirements).

35. For further clarity, a notice period is not required when simply shifting the number of employees required on currently existing shifts so long as this change to the employee complement occurs during the course of the normal shift sign-up. For example, a change may occur to a Full Time Regular Employee's shift from the last shift schedule due to the required employee complement being changed. This is to be expected during the course of normal shift sign-up and would therefore not require notice.

Stand-by Arrangement

36. A stand-by arrangement occurs when an employee is available and ready to be reached to report to work within a reasonable amount of time.

37. An employee scheduled on standby will be paid 2 hours at straight time for the 24 hours period commencing daily at 08:00 Monday to Thursday, inclusive, 3 hours at straight time for the 24 hour period commencing at 08:00 Friday, and 4 hours at straight time for the 24 hour period commencing at 08:00 on a Saturday, or statutory holiday.

38. Where possible, standby will be signed up on a voluntary basis with schedules posted at least 72 hours in advance. Stand-by will be offered on a seniority basis.

39. Where there are no volunteers for stand-by assignments, qualified employees working outside of the Call Center may be offered the stand-by assignment. If still no volunteers, the Employer may assign stand-by on a reverse seniority basis.

40. Should an employee be given less than 72 hours' notice of standby duty, the employee will be under no compulsion to accept such duty.

41. No employee will be compelled to accept standby on any combination of two consecutive weekends, statutory holidays and holiday weekends.

Breaks

42. Employees will be entitled to one paid 15 minute rest period in each work day where they are scheduled to work up to five hours. Employees will be entitled to one paid 15 minute rest period and one unpaid lunch period in each work day where they are scheduled to work more than five hours and up to six hours. Employees will be entitled to two paid 15 minute rest periods and one unpaid lunch period when they are scheduled to work more than 6 hours and up to 8 hours.

    Where employees are entitled to two rest periods, the first such break shall occur prior to the lunch period and the second break shall occur prior to the end of the employee's working day. Rest periods shall not be scheduled within 45 minutes of a meal break or the end of a shift, except in exceptional circumstances. The lunch break will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

    Except where otherwise specified, rest periods and/or lunch breaks may not be accumulated to be taken at the end of a shift or on another day.

Completing Calls at End of Shift

43. The Parties recognize that completing a customer call is part of the normal duties of the Customer Care Centre agent and is important in maintaining customer satisfaction.

44. Therefore, the Parties agree on the following compensation to be paid to Customer Care Centre agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:
    a. The requirement to pay the minimum of 1/2 hour on each occasion is waived;
    b. Overtime rates are paid by the minute on each occasion up to and including the 15th minute beyond their normal shift;
    c. If the employee works more than 15 minutes and up to 30 minutes

beyond their normal shift, they will be paid the required minimum 1/2 hour at overtime rates; and

d. All time so worked shall be calculated and paid each pay period:

45. For clarity, the above shall apply to all employees (e.g. Credit/Collections) who need to complete a customer call at the end of their shift.

Review

46. The Parties agree to review this agreement on or before January 31, 2018 and within one year following the transition date to discuss the effectiveness of this agreement and whether any changes are required.

MEMORANDUM OF UNDERSTANDING#85 C
RE: QUALITY MONITORING

The purpose of quality monitoring is to ensure consistency of service among employees designated by the Employer, in terms of the correct dissemination. of information, the application of established policies and procedures the development and promotion of best business practices, and the delivery of service to our customers.

Quality monitoring includes (i) the recording of business related telephone calls between employees and customers or a client representative, (ii) the capturing of computer screen images directly associated with a business process related to the employee's job description and (iii) post service call surveys. Employes, for the purposes of this Memorandum of Understanding, include service representatives such as Customer Care Centre agents and billing and credit department employees. Prior to adding to the list of roles/departments that may be included in quality monitoring or the means by which additional monitoring may take place, BCH will meet with the Union to discuss the terms of expanded monitoring.

Quality monitoring will occur from a remote location, a local observation point or by means of a recording devise. BCH agrees to provide the Union and employees with notice of equipment and facilities which are to be utilized for the purpose of monitoring and measuring individual employee performance as part of a regular performance monitoring program. BCH further agrees to advise the Union and employees of the monitoring and measuring capabilities of all job related equipment prior to the application of those capabilities.

It is understood that the general purpose of quality monitoring will be to provide instruction and coaching in order to improve quality of services through the measuring and reviewing of performance metrics. In situations where the existence of employee performance difficulties is evident, such that more frequent monitoring is required, the employee and the Union will be advised. For the purposes of performance difficulties the Quality Listeners shall only be workleaders or management personnel. The Employer agrees not to compel any employee in the Bargaining Unit to testify before either an arbitrator or the Labour Relations Board of BC or any of 'its successors.

Monitoring and work-related statistics will be used to

- Provide the Company with information needed to determine the level of service to customers and to establish staff requirements

- Enhance the ability of managers, workleaders and Customer Care Centre agents to work cooperatively in providing high quality work; and

- Complement employee training and development

Quality monitoring is not to establish grounds for disciplinary action. Rather, monitoring is to determine whether an employee's performance falls within the expected service parameters that are established by BCH. If an employee's performance does not fall within the expected service parameters, BCH will determine whether the employee needs additional assistance such as coaching, training, set expectations, or a performance improvement plan.

BCH shall ensure that the impact of its quality monitoring on privacy is proportional to the purposes for which it being implemented. BCH shall establish protocols to ensure that personal employee information is not unintentionally collected or disclosed and that, in the event of a breach of employee privacy due to quality monitoring, the employee or employees about whom the information pertains is/are notified and that the breach is limited as much as possible. BCH shall take the same precautions and steps with respect to information that is related to Union business, except that BCH shall notify the Union in the event of a breach.

Business lines in the Customer Care Centres will be equipped to enable quality monitoring of calls related to the BCH's business. Any and all private calls will be deleted. To ensure employee privacy, dedicated phones with unmonitored access have been provided· for personal use. Personal calls made from these facilities will not be monitored.

Nothing in this Memorandum of Understanding prevents BCH from exercising its legitimate management rights or the union from exercising its rights under the collective agreement.

Nothing in this Memorandum of Understanding expands BCH's right to collect, use, or disclose information beyond what is permitted under applicable privacy legislation.

MEMORANDUM OF UNDERSTANDING #85 D

Telework for MOU 85 Employees

Preamble

This MOU is intended to provide flexibility on the location in which work gets completed and to recognize that the traditional methods of "work" are changing, and to demonstrate that BCH and the Union endeavor to be responsive to the needs of the business, as well as their respective employees and members.

Governing Principles

a) Honesty and Integrity – BCH and the Union understanding the challenges with telework and expect managers and employees to mitigate these challenges by undertaking flexible work practices in good faith and according to this Memorandum.

b) Governance – it is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectation are communicated, documented, and the proper approvals are in place per this Memorandum.

c) Professionalism - BCH has a highly educated and professional employee base, many of whom are in the bargaining units. It is important that this memorandum reflect and appreciate their membership in the union yet also respect their abilities and professional status.

d) Intergenerational – we are currently in an environment where the nature of work is evolving as are the people who undertake that work. A results-based workplace where the ability to do work in different place at different times is changing the manner in which we approach terms and conditions of employment. This memorandum is meant to be flexible to the generational differences in our workforce while providing options that meet the needs of BCH, the Union, and its employees.

Examples of Opportunities for Telework

- Situations where the manager and employee mutually agree that the arrangement may be beneficial.
- Occupations that involve travelling or where travelling is required for business reasons.
- Workers that require quiet space to work.
- Exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result in telework are also covered more specifically further in this MOU.

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The primary intent of this MOU is for regular and on-going telework arrangements, although one-off circumstances as described above are also covered. Telework may also be a consideration in accommodation cases, although this would occur under BCH's duty to accommodate obligations and outside of the telework project.

Terms for Telework

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at
   another location at which the employee and BCH have mutually agreed the employee will telework. This does not include other company locations.

2. Telework is voluntary and must be agreed to by the manager and the employee.

3. An employee may make a request of his/her manager to telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently · performed and should specify the desired frequency.

4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to telework:
   a. The number of Telework arrangements required by the Employer;
   b. Whether the telework arrangement would maintain or improve service or productivity;
   c. The nature of the position, the job duties, and the impact on colleagues and clients;
   d. The employee's suitability, taking into consideration performance and work style/independence;
   e. The nature of equipment and supplies associated with the request, including whether any cost would be incurred by BCH;
   f. The manner and frequency of contact between manager and employee.

   Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback. from or interaction with the manager or co-workers.

   Request will not be unreasonably denied.

5. The number of days per week that an employee will be permitted to telework will vary depending on the particular circumstances, but as a general guideline it should not exceed three days per week. Union agreement is required should the days per week to be worked by telework exceed three days per week.

6. Telework is restricted to Full-Time Regular and Full-Time Temporary employees.

7. An employee's status, salary, benefits, job responsibilities and performance standard will not change due to participation in a telework arrangement.

8. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized variations may occur in accordance with articles addressing Hours of Work and Overtime in this collective agreement.

9. Either the manager or the employee may cancel the telework arrangement by notifying the other party. This includes the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided. A copy of this notice will be provided to the Union by BCH. No employee will be expected to telework in the event of a labour dispute or during a leave permitted under the collective agreement. No employee will be required to telecommute while they are sick.

10. The Union will receive a copy of all telework agreements from BCH and will be provided with written notification from BCH when a telework request is denied.

11. BCH shall provide the Union with a list of all employees under a Telework Agreement quarterly, at the request of the Union.

Health & Safety

13. The employee agrees to designate a work space within the telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by a BCH representative. BCH will provide a minimum of 24 hours' notice to the employee prior to the audit.

14. The employee must notify his/her manager immediately of any job related accidents that occur in the telework location.

15. BCH will not normally incur any additional costs as a result of a telework arrangement. However, BCH will supply any necessary equipment to perform the work. Subject to an Employer evaluation, this may include adequate furniture required for the telecommuting worksite. BCH will also provide the required office supplies to the employee.

16. BCH will provide the employee with VPN (or other) access to allow access to

the Company network from a BCH computer at the Telework location. BCH will not provide costs related to utilities, the internet or modem.

17. An employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the telework location. This includes when an employee is required to return to the office on a day previously identified as a telework day.

18. No employee shall be subject to additional monitoring or surveillance by virtue of entering into a Telework Agreement.

Other Employee Responsibilities

19. The employee is responsible for securing and protecting BCH's property, documents and confidential information in the telework workspace and will be provided with privacy and security information to review prior to commencing telework.

20. The employee must not conduct in-person meetings at the telework location.

21. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.

22. The employee is expected to maintain the same level of professionalism as in his/her normal work place.

23. The employee is responsible for ensuring that the telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws. The Telework Agreement shall set out the employee's responsibilities and shall advise the employee as to what steps they must take to ensure these responsibilities are met.

24. The employee must comply with all company policies, including the Code of Business Ethics, relevant policies, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

Exceptional Circumstances

Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional circumstances are those situations that are beyond the control of BCH, its client(s) and/or circumstances that cannot be anticipated or predicted, including:

- Natural disasters, such as floods, earthquakes, hurricanes, tornadoes;
- Power outages
- Pandemics
- Government or Police declared emergency situations;
- Fires (forest and other) and snowstorms

This Section (Exceptional Circumstances) will apply when BCH determines that an Exceptional Circumstances has or is likely to occur. Employee Relations will advise the Union and declare that an Exceptional Circumstance will apply. Should an Exceptional Circumstance exceed three weeks in duration, Union agreement will be required for this Section to continue to apply, and will not be unreasonably denied. Should an Exceptional Circumstance occur that does not form part of the list above, Union agreement will be required prior to applying the Section, and will not be unreasonably denied.

In an effort to prepare for such circumstances, the Parties agree to additional conditions as follows:

25. Managers retain the discretion to issue temporary blanket approvals to a group of employees and/or to waive the requirement to submit a written request under paragraph 3 taking into consideration the nature of the Exceptional Circumstances.

26. The number of days per week that an employee will be permitted to telework will vary, taking into consideration the nature of the Exceptional Circumstance.

Terms of the Telework MOU Agreement

27. The Parties shall meet quarterly to discuss the Telework project.

28. Either Party may terminate this MOU 85 D and any outstanding telework agreements at any time on 30 days notice to the other Party, but not prior to March 31, 2024.

MEMORANDUM OF UNDERSTANDING #85 E

RE: TEMPWORKS AND EXTERNAL PERSONNEL AGENCYCONTRACTORS

The Parties recognize that:

From time to time, Where Tempworks employees capable of performing the work are not readily available, Tempworks may need to overcome short-term operational or personnel difficulties through the use of external personnel agency staff.

The Parties therefore agree as follows:

1. Where there is no employee who is a Union member available to perform the work, BC Hydro may utilize staff from an external personnel agency to perform bargaining unit work.

2. BC Hydro will make arrangements to pay any external agency staff assigned to Tempworks at the applicable MOU 85 salary scale pay rate starting from the first day of their assignment with Tempworks.

3. When an external agency staffing assignment is not into an exempt position, BC Hydro will pay the equivalent of union dues to the Union in each instance where external agency staff are assigned to Tempworks calculated from commencement of the assignment until either:

    a. the external agency staff becomes a dues paying member of the Union; or
    b. the external agency staff member's assignment with Tempworks ceases, whichever comes first.

4. Tempworks' use of external agency staff will cease after six (6) consecutive months of assignment to Tempworks. At that time and at the sole discretion of BC Hydro, the individual's assignment to Tempworks will cease or the individual will be offered employment with BC Hydro.

5. At the request of either party, a meeting will be held between senior Union representatives and senior Company represntatives, or their designates, to review BC Hydro's utilization of external agency staff.

MEMORANDUM OF UNDERSTANDING #85 F
RE: SELECTION OF TEMPWORKS ASSIGNMENTS

Whereas: .
BC Hydro and MoveUP (collectively, "the Parties") desire greater stability and certainty in the duration of Tempworks assignments;

The Parties therefore agree as follows:

6. All Tempworks employees who are not on an assignment, or on an assignment expected to be less than eight (8) weeks in duration, shall be considered to be a Casual Employee under Article 1.06(d) of the collective agreement. ·

7. All Tempworks employees who are placed on an assignment expected to be eight (8) weeks or greater in duration, shall be considered to be a Full-Time Temporary Employee ("FTT") under Article 1.06(c) of the collective agreement.

8. Where an assignment is expected to be six (6) months or greater in duration, or is an assignment with a shorter expected duration that is extended so as to be six (6) months or greater in duration, such assignment is to be posted and selected according to the process set out in Article 7 of the collective agreement and MOU 85A.

9. Posted assignments will be open to Tempworks employees who:

    a. Are not currently on another assignment;
    b. Are on an assignment expected to end within fifteen (15) calendar days of the start date of a posted assignment; or
    c. Obtain the approval of BC Hydro management to apply to a posted assignment.

10. Where an assignment which has not been previously posted is extended so as to be six (6) months or greater in duration, preference shall be given to the employee incumbent in that assignment.

11. The Parties agree that once a Tempworks assignment is filled, BC Hydro will have fifteen (15) calndar days to assess if the employee in question meets the requirements of the assignment and provide written notification to the employee if they do not meet the requirements. Should BC Hydro deem that the employee does not meet the requirements of the assignment, that employee's assignment will end and the employee will return to the Tempworks pool to await another assignment.

(Refer to updated MOU #85F)
pg: 341

12. Should a Tempworks employee become a Full Time Regular ("FTR") Employee as per Article 1.06(c)11 / MOU 85A, and should their assignment subsequently end, the Parties agree that the following process will be followed:

a. The Employee will continue to be employed in Tempworks and will continue to be eligible to fill available temporary positions as they arise and in accordance with Tempworks normal processes and practices subject to the folloing conditions:

i. The Employee will retain all rights and entitlements of a full-time regular employee except as otherwise modified herein.

ii. Upon the completion of an assignment, the Employee will remain in the Tempworks pool and will continue to be considered for further Tempworks assignments.

iii. In between assignments, the Employee will have the option to use their accrued vacation, personal days and/or time off banks until such time off bank is exhausted.

iv. Once the time off bank is exhausted, if on current or banked time off is available, or if the Employee has opted not to use accrued vacation or time *off* banks, the Employee will then be placed on a leave of absence without pay for a period of not more than ninety (90) calendar days.

b. Article 8(a) will apply to the Employee during the ninety (90) day leave without pay period.

c. If the Employer is unsuccessful in placing the Employee in a new Tempworks assignment by the expiry of the ninety (90) day leave without pay period referenced to · in paragraph 8(a)iii, the Employee will be displaced due to lack of work in accordance with Article 9.

d. In the event that the Employee is displaced pursuant to paragraph 1O(c), above, the parties agree that Article 9.02 – Notice of Displacement/Layoff – Regular Employees will not apply.

(Refer to updated MOU #85F)
pg: 341

13. When a Tempworks employee becomes a Full Time Regular ("FTR") Employee as per Article 1.06(c)11 / MOU 85A:

    a. The Employee will be made aware of the process laid out in paragraph 12 above shortly after they become FTR, and;

    b. The Employee and the Union will be informed of the termination of the assignment as early as practically possible after the Employer is made aware of the termination of that assignment, and paragraph 12 above will be applied.

14. This Memorandum of Understanding is in addition to, not in replacement of, MOU 85 E and, as such, the time limits in MOU 85 F will be deemed to start after the expiry of the 6 months referenced in MOU 85 E (6).

MoveUP MoU 85 Bi-Weekly Salary Scales

GROUP 4	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,087.44	$1,177.14	$1,255.80	$1,334.00	$1,410.82
September 1, 2018	$1,103.75	$1,194.80	$1,274.64	$1,354.01	$1,431.98
September 1, 2019	$1,120.31	$1,212.72	$1,293.76	$1,374.32	$1,453.46

GROUP 5	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,164.72	$1,282.48	$1,368.04	$1,453.30	$1,537.78
September 1, 2018	$1,182.19	$1,301.72	$1,388.56	$1,475.40	$1,560.85
September 1, 2019	$1,199.92	$1,321.25	$1,409.39	$1,497.53	$1,584.26

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,242.46	$1,400.00	$1,469.70	$1,538.70	$1,609.08	$1,677.16
September 1, 2018	$1,261.10	$1,421.71	$1,491.75	$1,561.78	$1,633.22	$1,702.32
September 1, 2019	$1,280.02	$1,443.04	$1,514.13	$1,585.21	$1,657.72	$1,727.85

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,320.20	$1,526.74	$1,601.72	$1,677.16	$1,753.52	$1,828.50
September 1, 2018	$1,340.00	$1,549.64	$1625.75	$1,702.32	$1,779.82	$1,855.93
September 1, 2019	$1,360.10	$1,572.88	$1,650.14	$1,727.85	$1,806.52	$1,883.77

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,666.12	$1,728.68	$1,797.22	$1,862.54	$1,928.32	$1,995.48
September 1, 2018	$1,691.11	$1,754.61	$1,824.18	$1,890.48	$1,957.24	$2,025.41
September 1, 2019	$1,716.48	$1,780.93	$1,851.54	$1,918.84	$1,986.60	$2,055.79

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$1,869.90	$1,942.12	$2,015.72	$2,091.62	$2,165.22	$2,239.74
September 1, 2018	$1,897.95	$1,974.25	$2,045.96	$2,122.99	$2,197.70	$2,273.34
September 1, 2019	$1,926.42	$2,000.82	$2,076.65	$2,154.83	$2,230.67	$2,307.44

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$2,048.38	$2,128.88	$2,208.00	$2,291.72	$2,373.14	$2,455.02
September 1, 2018	$2,079.11	$2,160.81	$2,241.12	$2,326.10	$2,408.74	$2,491.85
September 1, 2019	$2,110.30	$2,193.22	$2,274.74	$2,360.99	$2,444.87	$2,529.23

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$2,245.26	$2,331.74	$2,422.36	$2,510.68	$2,600.84	$2,689.16
September 1, 2018	$2,278.94	$2,366.72	$2,458.70	$2,548.31	$2,639.85	$2,729.50
September 1, 2019	$2,313.12	$2,402.22	$2,495.58	$2,586.57	$2,679.45	$2,770.44

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$2,471.58	$2,567.72	$2,665.24	$2,764.14	$2,862.58	$2,960.56
September 1, 2018	$2,508.65	$2,606.24	$2,705.22	$2,805.60	$2,905.52	$3,004.97
September 1, 2019	$2,546.28	$2,645.33	$2,745.80	$2,847.68	$2,949.10	$3,050.04

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$2,721.36	$2,824.86	$2,934.34	$3,042.90	$3,151.00	$3,260.48
September 1, 2018	$2,762.18	$2,867.23	$2,978.36	$3,088.54	$3,198.27	$3,309.39
September 1, 2019	$2,803.61	$2,910.24	$3,023.04	$3,134.87	$3,246,24	$3,359.03

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$2,966.08	$3,080.62	$3,197.92	$3,319.82	$3,435.74	$3,553.96
September 1, 2018	$3,010.57	$3,126.83	$3,245.89	$3,3369.62	$3,487.28	$3,607.27
September 1, 2019	$3,055.73	$3,173.73	$3,294.58	$3,420.16	$3,539.59	$3,661.38

MoveUP MoU 85 Hourly Salary Scales

GROUP 4	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$14.50	$15.69	$16.75	$17.79	$18.81
September 1, 2018	$14.72	$15.93	$17.00	$18.05	$19.09
September 1, 2019	$14.94	$16.17	$17.25	$18.35	$19.38

GROUP 5	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$15.53	$17.10	$18.24	$19.38	$20.50
September 1, 2018	$15.76	$17.36	$18.51	$19.67	$20.81
September 1, 2019	$16.00	$17.62	$18.79	$19.97	$21.12

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$16.56	$18.68	$19.60	$20.52	$21.45	$22.37
September 1, 2018	$16.81	$18.96	$19.89	$20.82	$21.78	$22.70
September 1, 2019	$17.07	$19.24	$20.19	$21.14	$22.10	$23.04

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$17.60	$20.36	$21.35	$22.37	$23.39	$24.39
September 1, 2018	$17.87	$20.66	$21.68	$22.70	$23.73	$24.75
September 1, 2019	$18.13	$20.97	$22.00	$23.04	$24.09	$25.12

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$22.20	$23.05	$23.96	$24.84	$25.71	$26.60
September 1, 2018	$22.55	$23.39	$24.32	$25.21	$26.10	$27.01
September 1, 2019	$22.89	$23.75	$24.69	$25.58	$26.49	$27.41

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$24.93	$25.90	$26.88	$27.89	$28.88	$29.86
September 1, 2018	$25.31	$26.28	$27.28	$28.31	$29.30	$30.31
September 1, 2019	$25.69	$26.68	$27.69	$28.73	$29.74	$30.77

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$27.31	$28.39	$29.44	$30.55	$31.64	$32.73
September 1, 2018	$27.72	$28.81	$29.88	$31.01	$32.12	$33.22
September 1, 2019	$28.14	$29.24	$30.33	$31.48	$32.60	$33.72

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$29.94	$31.08	$32.30	$33.47	$34.64	$35.86
September 1, 2018	$30.39	$31.56	$32.78	$33.98	$35.20	$36.39
September 1, 2019	$30.84	$32.03	$33.27	$34.49	$35.73	$36.94

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$32.95	$34.24	$35.53	$36.87	$38.17	$39.48
September 1, 2018	$33.45	$34.75	$36.07	$37.41	$38.74	$40.07
September 1, 2019	$33.95	$35.27	$36.61	$37.97	$39.32	$40.67

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$36.29	$37.67	$39.12	$40.56	$42.01	$43.48
September 1, 2018	$36.83	$38.23	$39.71	$41.18	$42.64	$44.13
September 1, 2019	$37.38	$38.80	$40.31	$41.80	$43.28	$44.79

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2017	$39.54	$41.07	$42.64	$44.27	$45.82	$47.40
September 1, 2018	$40.14	$41.69	$43.28	$44.93	$46.50	$48.10
September 1, 2019	$40.74	$42.32	$43.93	$45.60	$47.19	$48.82

Between:

B.C. HYDRO & POWER AUTHORITY
("BCH")

And:

MoveUP
(Canadian Office and Professional Employees Union, Local 378)
(the "Union")

MEMORANDUM OF AGREEMENT "A" REGARDING LABOUR STABILITY / PICKETING APPLICATION

WHEREAS

A. the Parties entered into a Memorandum of Agreement (the "Memorandum") respecting the return of certain work and employees ("MOU 85 Employees"), including employees who work in Customer Care Centre ("Customer Care Centre Employees"), and agree that this Memorandum is a binding collective agreement expiring March 31, 2024;

B. the Memorandum incorporates Memorandum of Understanding 85 ("MOU 85") respecting the terms and conditions of employment for MOU 85 Employees, including Customer Care Centre Employees;

C. the Memorandum also contains provisions respecting labour stability, including a prohibition against strike or lockout of MOU 85 Employees during the term of MOU 85 despite the term of any collective agreement between the Parties; and

D. the Parties wish to define the process and agreement that will support the obligations under Section 57 of the Labour Relations Code and the Memorandum if there is a labour dispute between the Parties, during the term of MOU 85 through a picketing application ("Picketing Application Agreement");

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Section 57 of the Labour Relations Code and the Memorandum obligates Customer Care Centre Employees to attend work despite any labour dispute between the Parties during the term of MOU 85.

2. The Parties agree that the Memorandum and integration of MOU 85 employees into the Parties' collective agreement result in an exceptional and unique circumstance.

3. The Labour Relations Board of British Columbia (the "LRB") has the discretion under section 65(6) of the *Labour Relations Code* (the *"Code")* to make an order defining the site or place at which picketing is permitted, and to grant BCH relief from picketing by its employees represented by the Union in exceptional circumstances.

4. The Union will, during the term of MOU 85, provide with BCH with a minimum of 72 hours' advance notice prior to the erection of any picket line at any location where Customer Care Centre Employees work ("Picketing Notice").

5. Immediately following receipt of 72 hour Notice, BCH will apply to the LRB for an order to obtain relief from that picketing in respect of Customer Care Centre Employees (the "Picketing Application(s)"). BCH will seek, in particular, that the Board restrict picketing at any location at which Customer Care Centre Employees work in order to allow Customer Care Centre Employees to access the workplace without passing a picket line (the "Relief").

6. BCH will refer in the Picketing Application(s) to the Memorandum prohibition against strike or lockout of MOU 85 Employees during the term of MOU 85 and any other related factors in support of its submission that exceptional circumstances exist to justify the LRB's adjudication and grant of the Relief sought.

7. In the course of any proceeding further to the Picketing Application(s), the Union will confirm its agreement that the LRB has discretion to adjudicate and grant the Relief sought, and that exceptional circumstances exist to justify the Board's adjudication and grant of the Relief sought; and will not take any steps to oppose the Picketing Application(s).

8. The Union will not refer to the Picketing Application Agreement or to MOU B in any manner in essential services proceedings before the LRB during the term of MOU 85.

9. All disputes about the interpretation, application or operation of this MOU will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the Labour Relations Code. The single arbitrator shall be Ken Saunders, unless Ken Saunders is not reasonably available, in which case the Parties to the arbitration may appoint another mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

10. This MOA shall expire on March 31, 2024 unless the Parties mutually agree to a renewal.

DATED this 17th day of February, 2017.

COPE, Local 378	B.C. HYDRO & POWER AUTHORITY
Per:	Per:
_____	_____
Gwenne Farrell	Laura Mills
Per:	Per:
_____	_____
Brad Bastien	Dave Graves

Between:

B.C. HYDRO & POWER AUTHORITY
("BCH")

And:

MoveUP
(Canadian Office and Professional Employees Union, Local 378)
(the "Union")

MEMORANDUM OF AGREEMENT "B" REGARDING LABOUR STABILITY/ESSENTIAL SERVICE DESIGNATION

WHEREAS

A. the Parties entered into a Memorandum of Agreement (the "Memorandum") respecting the return of certain work and employees ("MOU 85 Employees"), including employees who work in customer care centres ("Customer Care Centre Employees"), and agree that this Memorandum is a binding collective agreement expiring March 31, 2024;

B. the Memorandum incorporates Memorandum of Understanding 85 ("MOU 85") respecting the terms and conditions of employment for MOU 85 Employees, including Customer Care Centre Employees;

C. the Memorandum also contains provisions respecting labour stability, including a prohibition against strike or lockout of MOU 85 Employees during the term of MOU 85 despite the term of any collective agreement between the Parties;

D. the Parties wish to define the process and agreements that will support the obligations under Section 57 of the Labour Relations Code and ensure the continued attendance of Customer Service Employees at work if there is a labour dispute between the Parties, during the term of MOU 85;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. If the Labour Relations Board does not accept jurisdiction and grant BCH the order sought on the Section 65 (6) application (MOA A), the Parties wish to record an additional alternative agreement to facilitate the continued attendance of some Customer Care Centre Employees at work during any labour dispute during the term of MOU 85.

2. Section 57 of the Labour Relations Code and the Memorandum obligates Customer Care Centre Employees to attend work despite any labour dispute between the Parties during the term of MOU 85.

3. The Parties agree that in the event of a strike by MoveUP that, in addition to meeting essential services level requirements pursuant to a Labour Relations Board order,an additional 33% of the normal staffing levels will be maintained, with staff continuing to perform the full scope of their job functions and duties at their respective Customer Care Centre locations.

4. Normal staffing levels refers to all current Customer Care Centre Employees who would be present and actively performing their duties of employment at the workplace on a normal day, in the absence of a labour dispute. This excludes employees on unpaid leaves of absence or sick leave, regardless of how the Employer has classified it's employees in its internal systems.

5. The 33% of normal staffing levels is determined in relation to each classification at each location.

6. Process for defining normal staffing levels;

   a) The Employer will tabulate the average hours, excluding overtime hours, actually worked per month over the previous two calendar years, or since the transition date if less than two calendar years since transition, for all employees at each of the respective Customer Care Centre locations.

   b) The Employer will multiply this average total actually hours worked by 33% in accordance with paragraph 3 above by each classification at each Customer Care Centre location.

   c) The Employer will create a work schedule based on 33% of the average total hours actually worked by each classification at each Customer Care Centre location.

d) The Union will schedule qualified bargaining unit employees into the schedule and will be responsible to ensure shifts will be filled in the same manner as employees who are designated as essential services.

7. The Union will not refer to the Picketing Application Agreement or to this Agreement in any manner in essential services proceedings before the LRB during the term of MOU 85.

8. All disputes about the interpretation, application or operation of this MOA will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the Labour Relations Code. The single arbitrator shall be Ken Saunders, unless Ken Saunders is not reasonably available, in which case the Parties to the arbitration may appoint another mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

9. This MOA shall expire on March 31, 2024 unless the Parties mutually agree to a renewal.

DATED this 17th day of February, 2017.

COPE, Local 378	B.C. HYDRO & POWER AUTHORITY
Per:	Per:
_____	_____
Gwenne Farrell	Laura Mills
Per:	Per:
_____	_____
Brad Bastien	Dave Graves

28 July 2017

AGREEMENT BETWEEN

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
("BC Hydro")

AND

MOVEUP
(CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)
(the "Union")

Re: Contingent Labour

WHEREAS:

A. The Union is the certified bargaining agent for certain employees at BC Hydro covered by a collective agreement between BC Hydro and the Union (the "Collective Agreement").

B. BC Hydro currently contracts contingent labour from Accenture Business Services for Utilities ("ABSU") through ABSU's Tempworks department ("Tempworks").

C. Subject to the exceptions set out in the collective agreement between ABSU and the Union, the Union is the certified bargaining agent for ABSU, including Tempworks.

D. BC Hydro has elected to stop contracting contingent labour from ABSU.

E. BC Hydro and the Union (collectively, the "Parties") are parties to a Letter of Understanding dated February 17, 2017 regarding the use of external contingent labour for bargaining unit work (the "LOU") and a Memorandum of Agreement dated February 17, 2017 respecting the repatriation of certain ABSU employees to BC Hydro including appendices (the "MOA").

F. BC Hydro does not intend to offer those ABSU employees currently working for Tempworks employment under the terms of the MOA.

G. Appendix A of the MOA, which establishes terms and conditions of employment for employees performing work repatriated from ABSU and will form part of the Collective Agreement, includes Memorandum of Understanding #85 E Re: Tempworks and External Personnel Agency Contractors and Memorandum of Understanding #85 F Re: Selection of Tempworks Assignments (respectively, "MOU #85 E" and "MOU #85 F"). MOU #85 E and MOU #85 F set out the terms and conditions for BC Hydro to provide contingent labour for itself through an internal Tempworks-like department of BC Hydro supplemented by agency personnel as set out in MOU #85 E and MOU #85 F.

H. Paragraph 7(a) of the LOU requires the Parties to meet to discuss and attempt to reach an agreement by June 30, 2017 setting out the specific terms and conditions for future use of contingent labour for MoveUP work.

I. The Parties met on June 20, 2017 and subsequently agreed to extend the deadline set out in paragraph 7(a) of the LOU to July 31, 2017.

J. The Parties met further in July 2017 and agreed upon certain revisions to MOU #85 E and MOU #85 F. Discussions pursuant to the LOU have now included.

K. Following the termination of its contract with ABSU, BC Hydro intends to establish a new temporary services model (the "NTSM") wherein the terms and conditions of MOU #85 F and MOU #85 E will apply.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. MOU #85 E and MOU #85 F are amended as attached at Appendix A to this agreement.

2. BC Hydro's use of ABSU Tempworks will cease on or before April 30, 2018. BC Hydro will thereafter establish a NTSM, supplemented as necessary by agency personnel, consistent with the Collective Agreement, and particularly MOU #85 E and MOU #85 F as amended.

3. The Parties agree that this Agreement concludes the LOU and that the LOU is no longer of any force or effect.

4. The Parties specifically acknowledge and agree that this agreement is without prejudice to any current outstanding dispute or grievance between the Parties related to contingent labour or BC Hydro's use of external entities to perform bargaining unit work.

Signed this 28th day of July, 2017, in the City of Burnaby, British Columbia

COPE, Local 378	B.C. HYDRO & POWER AUTHORITY
Per:	Per:
_____	_____
Tony Geluch	Jeff Marwick

17 February 2017

UPDATED
MEMORANDUM OF UNDERSTANDING #85 E

RE: A NEW TEMPORARY SERVICES MODEL AND EXTERNAL PERSONNEL AGENCY CONTRACTORS

WHEREAS BC Hydro intends to establish a new temporary services model (the "NTSM") to meet its temporary and emergent staffing needs;

AND WHERAS BC HYDRO and MoveUP (collectively, "the Parties") recognize that from time to time, where BC Hydro's NTSM employees capable of performing the work are not readily available, BC Hydro may need to overcome short-term operational or personnel difficulties through the use of external personnel agency staff;

THEREFORE the Parties agree as follows:

1. Where there is no employee who is a Union member available to perform the work, BC Hydro may utilize staff from an external personnel agency to perform bargaining unit work.

2. BC Hydro will make arrangements to pay any external agency staff assigned within the NTSM at the applicable MOU #85 salary scale pay rate starting from the first day of their assignment within the NTSM.

3. When an external agency staffing assignment is not into an exempt position, BC Hydro will pay the equivalent of union dues to the Union in each instance where external agency staff are assigned within the NTSM calculated from commencement of the assignment until either:

    a. the external agency staff becomes a dues paying member of the Union; or
    b. the external agency staff member's assignment within the NTSM ceases, whichever comes first.

4. The use of external agency staff within the NTSM will cease after six (6) consecutive months of assignment into the NTSM. At that time and at the sole discretion of BC Hydro, the individual's assignment within the NTSM will cease or the individual will be offered employment with BC Hydro.

5. At the request of either party, a meeting will be held between senior Union representatives and senior Company representatives, or their designates, to review BC Hydro's utilization of external agency staff.

UPDATED

MEMORANDUM OF UNDERSTANDING #85 F

RE: ASSIGNMENT SELECTION WITHIN A NEW TEMPORAY SERVICES MODEL

WHEREAS BC Hydro intends to establish a new temporary services model (the "NTSM") to meet its temporary and emergent staffing needs;

AND WHEREAS BC Hydro and MoveUP (collectively, "the Parties desire stability and certainty in the duration of assignments within the NTSM;

THEREFORE The Parties agree as follows:

1. All employees within the NTSM who are not on an assignment, or on an assignment expected to be less than eight (8) weeks in duration, shall be considered to be a Casual Employee under Article 1.06(d) of the collective agreement.

2. All employees within the NTSM who are placed on an assignment expected to be eight (8) weeks or greater in duration, shall be considered to be a Full-Time Temporary Employee ("FTT") under Article 1.06(c) of the collective agreement.

3. Where an assignment is expected to be six (6) months or greater in duration, or is an assignment with a shorter expected duration that is extended so as to be six (6) months or greater in duration, such assignment is to be posted and selected according to the process set out in Article 7 of the collective agreement and MOU #85 A.

4. Posted assignments will be open to employees within the NTSM who:

    a. Are not currently on another assignment;
    b. Are on an assignment expected to end within fifteen (15) calendar days of the start date of a posted assignment; or
    c. Obtain the approval of BC Hydro management to apply to a posted assignment.

5. Where an assignment which has not been previously posted is extended so as to be six (6) months or greater in duration, preference shall be given to the employee incumbent in that assignment.

6. The Parties agree that once an assignment within the NTSM is filled, BC

Hydro will have fifteen (15) calendar days to assess if the employee in question meets the requirements of the assignment and provide written notification to the employee if they do not meet the requirements. Should BC Hydro deem that the employee does not meet the requirements of the assignment, that employee's assignment will end and the employee will return to the NTSM grouping to await another assignment.

7. Should an employee within the NTSM become a Full Time Regular ("FTR') Employee as per Article 1.06(c)11 / MOU #85A, and should their assignment subsequently end, the Parties agree that the following process will be followed:

   a. The Employee will continue to be employed within the NTSM and will continue to be eligible to fill available temporary positions as they arise and in accordance with the NTSM established processes and practices subject to the following conditions:

      i. The Employee will retain all rights and entitlements of a full-time regular employee except as otherwise modified herein.

      ii. Upon the completion of an assignment, the Employee will remain in the NTSM grouping and will continue to be considered for further assignments within the NTSM.

      iii. In between assignments, the Employee will have the option to use their accrued vacation, RWWL days and/or time off banks until such time off bank is exhausted.

      iv. Once the time off bank is exhausted, if no current or banked time off is available, or if the Employee has opted not to use accrued vacation or time off banks, the Employee will then be placed on a leave of absence without pay for a period of not more than ninety (90) calendar days.

   b. Article 10.08(a) will apply to the Employee during the ninety (90) day leave without pay period.

   c. If the Employer is unsuccessful in placing the Employee in a new assignment within the NTSM by the expiry of the ninety (90) day leave without pay period referenced to in paragraph 7 a. iv above, the Employee will be displaced due to lack of work in accordance with Article 9.

   d. In the event that the Employee is displaced pursuant to paragraph 7 c. above, the Parties agree that Article 9.02 - Notice of Displacement/Layoff - Regular Employees will not apply.

8. When an employee within the NTSM becomes a Full Time Regular ("FTR") Employee as per Article 1.06(c)11/ MOU #85A:

    a. The Employee will be made aware of the process laid out in paragraph 7 above shortly after they become FTR, and;

    b. The Employee and the Union will be informed of the termination of the assignment as early as practically possible, and paragraph 7 above will be applied.

9. This Memorandum of Understanding is in addition to, not in replacement of, MOU #85 E and, as such, the time limits in MOU #85 F will be deemed to start after the expiry of the 6 months referenced in MOU #85 E paragraph 4.

SUPPLEMENTARY INFORMATION

B.C. Hydro Pension, Group Life Insurance,
Long Term Disability, Medical Services Plan (MSP), Extended Health and Dental Plans

NOTE: These plans are not necessarily agreement matters. Details below are provided for information only. The plans reflect details of benefits provided at Level 2 of the Flexible Benefits Plan.

Further information about these plans or plan benefits at Levels 1 or 3 of the Flexible Benefits Plan can be found on the Benefits pages pf BC Hydro's intranet or the Sun Life Benefits Booklet.

PENSION PLAN

The Hydro Plan was introduced in 1965 and provides a pension based on 2% of the average of the best 5 consecutive years plan earnings for each year of contributory service as a member of the plan. Membership is compulsory for new regular and full-time temporary employees after 3 months service.

Normal retirement is at age 65. Retirement following age 60 (or after age 55 with age plus service greater than 85), is possible without reduction of the accrued pension. Earlier retirement after reaching age 50, with at least 10 years' service and provided age plus service is at least 65, is also possible.

For employees retiring after age 55, but prior to their unreduced date, the pension is reduced by 3% for each year the employee's age is less than 60 or the employee's age plus service is less than 85 (whichever reduction is smaller.) For employees retiring before age 55, the pension is reduced by 3% for each year the employees age is less than 60.

Please note that applicable Pension Plan rules are applied at the time of termination of employment or death. Therefore, prospective rule changes only apply to employees who terminate (or die) after the effective date of the change.

Integrated with the Canada Pension Plan, the plan requires contributions of 50% of the current service cost as established each actuarial valuation plus 1.1% of plan earnings of which is allocated for cost of living supplements to the Index Reserve Account. Hydro matches employees' contributions and contributes the additional funds necessary to provide the promised benefits.

Pensions are indexed each year on 1 January with the percentage increase limited by either the cost of living increase or the cap determined through a sustainability test as part of the actuarial valuation. The cap is the maximum long term sustainable increase that is estimated to be supported by the Index Reserve Account.

GROUP LIFE INSURANCE PLAN

The Group Life Insurance Plan pays your designated beneficiary a tax-free lump sum amount if you die while employed by BC Hydro. Coverage is effective the first date of employment and ends on your last day of employment with BC Hydro.

Coverage during employment is two times your base annual earnings. Coverage terminates on your last day of employment but may be converted to an individual policy without the need to provide evidence of insurability (to a maximum of $200,000), within 31 days of your termination date.

An employee who becomes totally and permanently disabled before age 65 or date of retirement, if earlier, will have full coverage continued until age 65 or retirement date, if earlier. Totally disabled employees may apply for premium waiver which if accepted by Sun Life Assurance Company will continue coverage for optional employee and/or spousal life insurance in effect at date of disability without payment of premium.

A terminally ill employee with a life expectancy of 24 months or less may apply for a loan of up to 50 per cent of the Basic Life insurance amount, to a maximum of $100,000. If the member is within five years of a scheduled reduction of Basic Life insurance, the maximum Living Benefit payable will be 50 per cent of the lowest reduced amount of the Basic Life insurance. The amount of the Living Benefits loan plus interest will be deducted from the proceeds paid to the beneficiary(s) on the member's death.

BC MEDICAL SERVICES PLAN (MSP)

The BC Medical Services Plan (MSP) is the provincial healthcare plan and is mandatory for all residents of British Columbia. MSP coverage includes:

- Medically required services of physicians or specialists;
- Maternity care provided by a physician;

- Diagnostic services including x-rays and laboratory services provided at approved facilities;
- Dental and oral surgery, when medically required to be performed in a hospital

Under current tax rules the Employer's share of the premium is taxable income.

EXTENDED HEALTH CARE

The extended health care plan pays for some of the medical expenses that are not covered by the Medical Services Plan of British Columbia (MSP). Fees for chiropractors, hearing aids, ambulance, private and semi-private hospital rooms, eye examinations, prescription eyewear (glasses or contact lenses), prescription drugs and naturopathic physicians are examples of services and supplies that are covered, in full or in part, by the extended health plan.

The plan reimburses 100% of eligible expenses, with no annual deductible.

Claims should be submitted regularly throughout the year and must be submitted within 12 months of the date the expense was incurred and within 90 days after termination of employment.

See Article 10 for agreement provisions.

LONG TERM DISABILITY (LTD)

Long Term Disability (LTD) provides a continued source of income if you are unable to work due to serious illness or injury. The monthly benefit payable during an approved LTD claim is 66.67% of your regular base monthly earnings to a maximum benefit of $7,000 per month.

LTD is provided to all full-time regular and part-time regular employees effective their first date of employment and full-time temporary employees after 3 months of continuous employment.

Coverage will end on the earliest of:

- The date you are no longer disabled
- Your last day of employment with BC Hydro
- the date you enter the armed forces of any country on a full-time basis
- the date of your death
- the date you reach age 65
- the date you begin pre-retirement leave

The first 15 weeks or 105 calendar days of disability is the “qualifying period”. This may be a continuous 15 week absence or an accumulated absence of 105 calendar days within a 26 week period. During this period, employees will receive

BC Hydro sick leave benefits, if eligible. Once sick leave benefits have been exhausted, benefits may be payable under the long term disability plan, if the LTD claim is approved by Sun Life.

To be considered disabled, an employee must meet the plan's definition of disability. During the first 24 months of disability, you are considered "totally disabled" if you are unable to perform your normal occupation (known as the own occupation period.) You are considered to be totally disabled while you are continuously unable, due to an illness or injury, to perform the essential duties of your own occupation, in any workplace, including in a different department or location within BC Hydro.

After 24 months, you will be considered "totally disabled" if you are unable to perform the duties of any occupation for which you are or may reasonably become qualified by education, training or experience, and for which will provide at least 75% of your pre-disability earnings.

Benefit Reduction

Long term disability benefits will be reduced by "Other Sources of Income" received during the disability, including payments from:

- the Canada/Quebec Pension Plan or a similar pension plan, excluding benefits for dependent children
- The Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation
- An automobile insurance policy
- 50% of income from the BC Hydro Pension Plan

The total income of these sources, including 100% of income from the BC Hydro Pension Plan and long term disability benefits, cannot exceed 75% of regular gross earnings at the time of disability. If the total does exceed 75% of your pre-disability earnings, the long term disability benefit will be reduced.

Prior to January 1, 1995 employees will pay 100% of required premiums and if disability onset occurs prior to January 1, 1995 disability payments received will be a non-taxable benefit. Effective January 1, 1995 the Employer will pay 100% of required premiums and if disability onset occurs on or after January 1, 1995 disability payments received will be taxable income.

DENTAL PLAN

The dental plan reimburses services and treatments which help maintain or restore healthy teeth and gums. Benefits are based on the dental services provided, financial limits and treatment frequencies in the current year Dental Fee Guide in BC.

- Basic/Preventative Services - covers maintenance and normal restorative services such as examinations (2 recall exams and cleanings per 12 month period) and x-rays; preventive treatments such as scaling and fluoride applications; extractions; fillings; inlays and onlays and repairs and relining of appliances prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns, endodontics and periodontics.

- Major Restorative Services – covers replacement or reconstruction of teeth where basic restorative methods cannot be used satisfactorily. These services include inlays and onlays in conjunction with bridgework, crowns and repairs to crowns, other than prefabricated metal restorations, repair of bridges, construction and insertion of standard dentures, implant-related crowns and prostheses for tooth supported crowns or non-implant related prostheses. Any other expenses related to implants, including surgery charges, are not covered.

- Orthodontic services performed by an orthodontist or a dentist, including interceptive, interventive or preventive orthodontic services, and comprehensive orthodontic treatment using a removable or fixed appliance or a combination of both.

Coverage for full-time regular and part-time regular employees begins on the first date of employment. Coverage for full-time temporary employees begins after one year of continuous employment as a Full-Time Temporary employee.

Coverage ends on the last day of the month in which you terminate employment with BC Hydro. All outstanding claims for reimbursement must be submitted within 90 days of your coverage end date.

PAYROLL DEDUCTIONS

1. Pension contributions during absence on Workers' Compensation time-loss, or sick leave are deducted from payments made by BC Hydro. An employee on an approved LTD claim, may be eligible to have pensionable service accrue without making contributions according to the terms of the BC Hydro Pension Plan.

2. Union dues deductions during absence on Workers' Compensation time-loss, LTD or sick leave are maintained only while the employee receives regular payments through Pay Department of sick pay or supplements to Workers' Compensation or LTD. When payment ceases the employee should make personal arrangements to continue union dues.

The Parties have agreed, on a without prejudice basis, to print this Collective Agreement without the 2002 MOA Respecting an Employee Transition Plan between COPE Local 378, BC Hydro and Joint Venture Business Services Limited Partnership
(Also known as the Yellow Pages).