

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 concluded.
- 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.

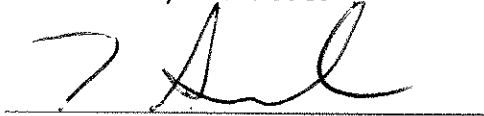
THEREFORE THE PARTIES AGREE AS FOLLOWS:

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.

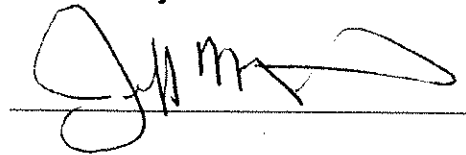
Signed this 28th day of July, 2017, in the City of Burnaby, British Columbia.

For COPE, Local 378:



TONY GELUCH

For BC Hydro:



JEFF MARWICK

MEMORANDUM OF UNDERSTANDING #85 E

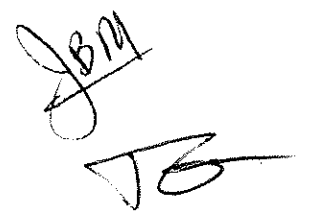
RE: A NEW TEMPORARY SERVICES MODEL AND EXTERNAL PERSONNEL AGENCY CONTRACTORS

WHEREAS BC Hydro intends to establish a new temporary services model (the "NTSM") to meet its temporary and emergent staffing needs;

AND WHEREAS 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.



**MEMORANDUM OF UNDERSTANDING #85 F
RE: ASSIGNMENT SELECTION WITHIN A NEW TEMPORARY 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:

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APPENDIX A – AGREEMENT Re: Contingent Labour

- 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.