

LETTER OF UNDERSTANDING

Between

BC HYDRO & POWER AUTHORITY
(the "Employer")

And

MOVEUP (COPE, LOCAL 378)
(the "Union")

Collectively referred to as the Parties

RE: Outstanding Issues Related to May 1, 2018 Accenture Repatriation

BACKGROUND

- A. The Parties signed a Memorandum of Agreement on February 17, 2017 to facilitate the repatriation of services previously outsourced to Accenture and ensure employment opportunities for Accenture employees performing those services (the MOA).
- B. MOU 85 is an appendix to the MOA which sets out the terms and conditions of employment for employees who accepted jobs with BC Hydro following the repatriation of services on May 1, 2018 (Transferred Employees) and any new employees performing work previously contracted out to Accenture.
- C. The Parties have previously resolved the majority of issues related to the transition of Transferred Employees and the integration of MOU 85 terms and conditions with the existing BC Hydro /MoveUP collective Agreement (the Collective Agreement). The remaining issues are set out below.

AGREEMENT

The Parties have now agreed, on a without prejudice basis, to resolve the remaining issues related to the repatriation of services from Accenture back to BC Hydro as follows:

1. **Reduced Work Week Leave (RWWL) Days** – Accenture and BC Hydro calculate RWWL day entitlement differently and this resulted in a gap of 3 hours or 0.4 RWWL days between expected RWWL day entitlement and what Transferred Employees actually received from Accenture and BC Hydro combined. Accenture paid employees who transferred to BC Hydro 5.7 RWWL days for the 2018 calendar year. BC Hydro provided 10.9 days to employees who transferred to BC Hydro on May 1, 2018.

To ensure Transferred Employees are made whole for RWWL days in 2018, the Parties agree that BC Hydro will provide Transferred Employees with a total of 11.3

RWWL days (84.75 hours) at BC Hydro for 2018. Combined with the 5.7 days provided by Accenture this will equate to 17 RWWL days for 2018. These employees have already scheduled 11 RWWL days for 2018 at BC Hydro. The Parties further agree that Transferred Employees are able, but will not be required, to schedule and take the additional 2.25 hours (.3 RWWL days) beyond the 11 days.

2. **Seniority List** – the Parties worked with Arbitrator Saunders to verify and update the seniority list provided by Accenture for Transferred Employees. The final updated seniority list is attached to the December 18, 2018 award by Arbitrator Saunders and there are no outstanding seniority date challenges.
3. **Billing and Payments Controls Advisor P3 Exclusion Request** - Based on the information justifying the exclusion provided by BC Hydro, MoveUP agrees this role is properly excluded and will not contest this exclusion.
4. **New MOU 85 Role in Field Customer Service (Customer Metering Representative)** - MOU 85 confirms that the MOU applies to FTR, FTT, PTR and casual employees performing work previously contracted to Accenture. The work planned for this new MoveUP role is work previously performed by Accenture employees. Despite this being work previously performed by Accenture, BC Hydro agrees to create this as a non-MOU 85 role.
5. **P2 Exclusion Request (Customer Service Performance Advisor)** – This role was excluded from the bargaining unit at Accenture and filled as an M&P at BC Hydro. However, the Parties have agreed to discuss the validity of the exclusion once BC Hydro has more experience with the role and considers its ability to create a separate MoveUP role.

The Parties agree to meet and discuss the work being performed by this role by May 31, 2019. In the event the Parties agree the role is not properly excluded or an umpire makes such a ruling, then the incumbent will be given the choice to remain M&P or join MoveUP. If she chooses the former then once she vacates the role it will be posted as MoveUP on a go forward basis.

6. **Annual vacation (AV)** – Under the MOA the Parties agreed to put transferred employees onto the BC Hydro annual vacation entitlement schedule. In 2018, this resulted in 60 employees getting an additional 1-5 days AV, 109 received the same AV entitlement and 5 received 5 fewer days in 2018 than at Accenture.

The Parties agree that BC Hydro will 'grandparent' these 5 employees (Appendix A) who received 5 fewer days in 2018 so that they will not have fewer vacation days than they were entitled to at Accenture in 2018 or 2019. Furthermore, the Parties confirm that the Accenture collective agreement vacation entitlement language was not repatriated in MOU85 therefore, all future annual vacation entitlement is determined as per Article 14.03 in the BC Hydro Collective Agreement.

7. **Bereavement Leave** – BC Hydro agrees that article 14.16 of the Collective Agreement applies to MOU 85 employees. BC Hydro further agrees that casual employees will be entitled to bereavement leave in a manner similar to part-time employees and bereavement leave is only applicable for day(s) an employee is scheduled to work. Entitlement will be up to a maximum of 3 days as outlined in article 14.16 of the Collective Agreement.
8. **Article 9 Access to Vacancies** – BC Hydro and MoveUP agreed in the MOA paragraph 37(c) that bumping between MOU85 and non-MOU85 employees would not be permitted. However, the Parties didn't discuss access to vacancies under article 9 of the Collective Agreement.


To minimize disruption and impact to employees in the event of a layoff, BC Hydro agrees to provide access to all MoveUP vacancies regardless of the MOU 85 status of the employee or the vacancy provided that the salary treatment will be fair and treated in accordance with the attached Guideline (Appendix C).

9. **Salary Treatment on Temporary Promotion Between MOU 85 and Non-MOU 85 Roles** - As discussed, salary treatment for temporary promotions between MOU 85 and non MOU 85 jobs will be made in accordance with the attached Guideline (Appendix D).
10. **Probation** – On a without prejudice basis and based on the current MOU 85 and Collective Agreement language, the Parties have agreed on the application of probation as between MOU 85 and Non-MOU 85 roles as per the attached probationary period guidance (Appendix B).
11. **Blue Circled MOU 85 employees** – If an employee is blue-circled to a MOU85 pay scale but is doing a non-MOU85 job, their pay increases (step, GWI, or any other increases) will be based on the MOU85 pay scale, and vice-versa if an employee is blue-circled to a non-MOU 85 pay scale but is doing a MOU 85 job.


The remaining repatriation issue related to the use of attendance and disciplinary letters in employee personnel files was referred to Arbitrator Saunders who issued a decision on December 18, 2018

Please confirm you are in agreement with the above resolution of the outstanding issues related to repatriation by signing and returning a copy of this LOU to my attention.

Agreed to this 20th day of December, 2018,

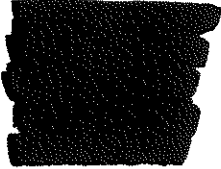


For MoveUP:
Barbara Junker



For BC Hydro:
Laura Mills

Appendix A – Employees with Grandparented AV



****NAMES REDACTED FOR PRIVACY****

Appendix B – Application of Probationary Periods Between MOU 85 and Non MOU 85 Roles

Any new external to BCH full time temporary employee (FTT) or Casual in MOU85 role	<ul style="list-style-type: none"> 9 month Probationary period applies since new MOU85 employee (MOU 85 article 7.01 amendment)
New external FTR/PTR hires to BC Hydro <i>(either MOU85 or non-MOU85)</i>	<ul style="list-style-type: none"> Would serve a probationary period per CA <ul style="list-style-type: none"> If the regular job is MOU 85 then 9 months' probation applies (MOU 85 article 7.01 amendment) If the new regular job is non-MOU 85 then 6 months' probation applies (article 7.01)
Any new external to BCH FTT/Casual in Non-MOU85 role	<ul style="list-style-type: none"> No probationary period per CA
FTT/Casual to FTT/Casual	<ul style="list-style-type: none"> Non-MOU85 FTT/Casual to MOU85 FTT/Casual – 9 month probationary period MOU85 FTT/Casual to Non-MOU85 FTT/Casual – no probationary period MOU85 FTT/Casual to MOU85 FTT/Casual - No probation assuming probation has already been served in the current FTT/Casual job. If 9 months' probation has not been completed, the time in the FTT/Casual job will count towards the probation period
FTT/Casual to Regular for both MOU85 and Non-MOU85 (FTR or PTR)	<p>Probation period applies if a different job title:</p> <ul style="list-style-type: none"> If the regular job is MOU 85 then 9 months' probation applies (MOU 85 article 7.01 amendment) If the new regular job is non-MOU 85 then 6 months' probation applies (article 7.01) <p>If the regular job is the same job title, the time in the temporary/casual job will count towards the probation period</p>
Regular to Regular (FTR/PTR) <i>(either MOU85 or Non-MOU85)</i>	<ul style="list-style-type: none"> No probation assuming probation has already been served in the current regular job
Regular to FTT/Casual <i>(either MOU85 or Non-MOU85)</i>	<ul style="list-style-type: none"> No probation assuming probation has already been served in the current regular job

* Note that the applicable probation period is the one that governs to new job.

Appendix C – Article 9 Vacancy Salary Treatment

MOU85: Article 9 Vacancy Salary Treatment

- Art 9.05: "Any offer of placement shall be limited to an equal or lower level job group to the job from which the employee was displaced."
- Art 9.15 (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."
- Employees who take vacancy in non-MOU85 job will receive gainsharing.
- Employees who take vacancy in MOU85 job will not receive gainsharing.

MOU85 to Non-MOU85

- If moving to a lower-level job group with a lower maximum rate, then **blue-circle**.

Example: moving from 7A (max salary \$1,884) to 5 (max salary \$1,718) job. Employee retains current salary of \$1,884 and is blue-circled to group 7A.

- If moving to a lower-level job group with a higher max salary, then retain current salary and assigned to job group of new position. Move to minimum of new job group if necessary.

Example: moving from 7A (max salary \$1,884) to 6 (max salary \$1,892). Employee retains current salary of \$1,884 and is assigned to group 6 pay scale.

Non-MOU85 to MOU85

- If moving to a lower-level job group then **blue-circle**.

Example: moving from 7 to 6A job. Employee retains current salary and is blue-circled to group 7 pay scale.

- If moving to equivalent-level job group, then retain current salary and assigned to pay scale of new job.

Example: moving from 7 to 7A job. If employees salary exceeds maximum they retain it. Assigned to 7A pay scale. Salary will be red-circled (or frozen) until such time that 7A max catches up to their salary.

Appendix D – Salary Treatment on Temporary Promotion Between MOU 85 and Non-MOU 85 Roles

Base job is group 7A

Base pay rate is \$1828.50, max step

Employee temporarily promoted to job group 8

BCH and MoveUP negotiate a 2% GWI effective April 1, 2019 and 2020. Only 2020 increase applies to MOU85 as Sept 1, 2019 GWI applies to MOU85 in 2019.

Temporarily Promoted to Group 8 Job

Action	Date	Base	+ Temp Promo	= Total Pay	TP %	Group 8 min	
Temporarily promoted	1-Aug-18	\$1,828.50	\$99.13	\$1,927.63	5.4%	\$1,927.63	TP needs to be above 5% to bring to minimum of group 8
1.5% MOU85 GWI	1-Sep-18	\$1,855.93	\$92.80	\$1,948.72	5.0%	\$1,927.63	Goes to 5% tp as base + 5% exceeds minimum of group 8
1% non-MOU85 GWI	1-Feb-19	\$1,855.93	\$92.80	\$1,948.72	5.0%	\$1,946.91	No change, as base + 5% tp still exceed new group 8 minimum of \$1,946.91
2% non-MOU85 GWI	1-Apr-19	\$1,855.93	\$129.92	\$1,985.84	7.0%	\$1,985.84	TP increased to bring to new group 8 minimum
1.5% MOU85 GWI	1-Sep-19	\$1,883.77	\$102.08	\$1,985.84	5.4%	\$1,985.84	Base goes up, tp goes down, total pay remains equal to group 8 min.
2% BCH/MOVEUP GWI	1-Apr-20	\$1,921.44	\$104.12	\$2,025.56	5.4%	\$2,025.56	