

WITHOUT PREJUDICE

SETTLEMENT AGREEMENT

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

("Employer")

and

MOVEUP – CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 378

("Union")

(collectively the "Parties")

WHEREAS:

- A. The Union filed a grievance in October 2014 relating to promotions and the entitlements of trainees to certain moving and housing expenses (the "Grievance");
- B. The Grievance was referred to arbitration;
- C. The Parties were scheduled to proceed to arbitration before Arbitrator John Kinzie and participated in mediation with Arbitrator Julie Nichols on November 6, 2018; and
- D. The Parties wish to fully and finally resolve the Grievance on a without prejudice and without precedent basis.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. This Agreement is without prejudice to:
 - (a) the Parties' respective positions on the legal issues raised herein;
 - (b) any positions the Parties may take with respect to other issues or grievances;
 - (c) Grievance #16-0567 (Employer #CG F17-10); and
 - (d) any other agreement between the Parties.
2. The terms of this Settlement Agreement will not be referred to or relied upon in any future arbitration and/or legal proceeding, except to address a dispute between the Parties as to the interpretation, application, or enforcement of this Agreement.

3. This Agreement applies only in respect of:
 - (a) the payment, pursuant to Articles 5.12(b) and 7.11(f), of moving expenses as defined by Article 5.12(c); and/or
 - (b) the reimbursement of realtor's commissions and legal fees ("house sale expenses") pursuant to Article 5.12(d);

for employees who have been selected for training pursuant to MOU #24, MOU #69, or MOU #73 ("Trainees"). It does not apply in other situations.

4. This Agreement is not intended to limit any circumstances in which Trainees may be entitled to be paid moving expenses and/or reimbursed for house sale expenses under the Collective Agreement, other than in relation to circumstances involving a "promotion". Nothing in this Agreement alters or reduces the rights of employees who would otherwise have qualified for payment of moving expenses and/or house sale expenses under Articles 5.12 or 7.11(f).
5. For the purposes of Articles 5.12 and 7.11(f) of the Collective Agreement with respect to Trainees only, the Parties agree that, a Trainee will be considered promoted if their end job (i.e. the job for which they are training) carries a maximum salary step that is higher than the maximum step of their old job (i.e. their job before they started training) (a "Promoted Trainee").
6. Further to this Agreement, a Promoted Trainee is eligible for payment, pursuant to Article 5.12(b), of moving expenses identified in Article 5.12(c), provided they meet the criteria in Article 5.12(a) and the opening paragraph of Article 5.12(b). A Promoted Trainee is eligible for payment of moving expenses, pursuant to Article 7.11(f), provided they meet the criteria set out in that Article. These moving expenses will be paid within 30 days of the date that the employee submits an expense form and receipts, and are not subject to repayment under paragraph 8.
7. Further to this Agreement, a Promoted Trainee is eligible for the reimbursement of house sale expenses identified in Article 5.12(d), provided they meet the criteria set out in Articles 5.12(a) and (d). For clarity in terms of the characterization of these payments, these payments are a reimbursement for the commissions and fees identified in Article 5.12(d). Payment of these house sale expenses will be as follows:
 - (a) 30% within 30 days of the date on which the employee submits an expense form and receipts;
 - (b) The remaining 70% to be paid in equal portions over each pay period for the duration of the training period plus one year in the end position after the completion of the training period;
 - (c) If the employee leaves the training or end job during the period described in paragraph 7(b), any remaining payments for house sale expenses will cease.
8. If a Promoted Trainee receives house sale expenses under Article 5.12(d) by virtue of this Agreement, and the Promoted Trainee voluntarily leaves BC Hydro within one year of

starting the end job, the Promoted Trainee must repay, on a prorated basis based on the time in the end job, the house sale expenses received to date. For clarity, this means, for example, that if the employee leaves BC Hydro:

- (a) before starting the end job, they would have to repay all of the house sale expenses received;
 - (b) having worked six months in the end job, they would have to repay 50% of the house sale expenses received;
 - (c) having worked nine months in the end job, they would have to repay 25% of the house sale expenses received;
 - (d) having worked one year or more in the end job, they would not have to repay any of the house sale expenses received.
9. If a Promoted Trainee is required to repay house sale expenses pursuant to paragraph 8, the Promoted Trainee's payments may be made by a lump sum or through a reasonable, mutually-agreeable payment schedule. The recovery can be 100% offset by the final pay and any subsequent payments that may be owed after termination (e.g. gainsharing).
10. This Agreement constitutes the entire agreement between the Parties in relation to the matters set out herein.
11. Arbitrator Julie Nichols remains seized of any matters related to the interpretation, administration, or implementation of this Agreement.


The Parties have carefully read this Agreement and understand its contents and have voluntarily signed this Agreement below.

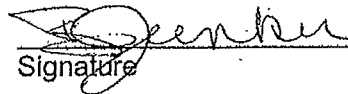
BC Hydro & Power Authority

MoveUP

Abbas Ladak
Authorized Signatory (Print Name)

Barbara Junker
Authorized Signatory (Print Name)


Signature


Signature

December 21, 2018
Date

December 20, 2018
Date