

MEMORANDUM OF AGREEMENT

Between

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (BC HYDRO)

("the Employer")

And

MOVEUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

("the Union")

1. Ratification

The Parties agree that the attached terms and conditions form a Memorandum of Agreement, subject to ratification by the Parties' respective principals.

It is further agreed that each Party will unanimously recommend acceptance to their respective principals.

2. Effective Dates

Unless specifically stated otherwise, all items contained in this Memorandum will become effective on the date of ratification.

All existing time banks as of the date of ratification will be grand-parented. New RWWL and annual vacation banking rules will first apply to the days earned in the 2020 calendar year.

3. Previous Conditions

Except as specifically amended below, all terms and conditions of the Collective Agreement effective from April 1, 2015 through March 31, 2019, including Letters or Memoranda of Understanding, shall remain in full force and effect for the renewed term of the Collective Agreement, unless subsequently amended by mutual agreement of the Parties.

4. All items discussed by the Parties during the negotiations and not addressed herein will be considered withdrawn on a without prejudice basis.

5. Appendix 'A'

The Employer and the Union agree to the amendments to the new Collective Agreement attached as outlined in Appendix 'A' – Duration and General Wage Increases.

6. Appendix 'B'

The Employer and the Union agree to the amendments to the new Collective Agreement attached as outlined in Appendix 'B.'

7. **Appendix 'C'**

The Employer and the Union agree to the amendments to the new Collective Agreement attached as outlined in Appendix 'C', as previously agreed and signed off by the parties during the course of bargaining ("green sheets").

8. **Appendix 'D'**

The Employer and the Union also agree to the details outlined in the attached Appendix 'D.'

Agreed to this 10th day of March, 2020, at Burnaby, British Columbia.

For MOVEUP:

C Popenskiuk
Bunker
R. King
[Signature]
Hal Jones

For BC Hydro:

[Signature]
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APPENDIX 'A'

UP5, UP37 - DURATION OF COLLECTIVE AGREEMENT

Amend Article 27.01 as follows:

"27.01 DURATION

This Agreement shall be binding and remain in full force for the period from and including April 1, 2019 to and including March 31, 2022."

UP5, UP47 - GENERAL WAGE INCREASES

Amend Article 4.04 to read as follows:

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

- (a) Effective April 1, 2019, all salaries and scales will receive a 2% wage increase to be applied to the wage rates in effect on March 31, 2019.
- ~~(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.~~
- (b) ~~(e)~~ Effective April 1, 2020, all salaries and scales will receive a 2% wage increase to be applied to the wage rates in effect on March 31, 2020.
- ~~(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.~~
- (c) ~~(e)~~ Effective April 1, 2021, all salaries and scales will receive a 2% wage increase to be applied to the wage rates in effect on March 31, 2021.
- ~~(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."

NOTE: Please see Appendix B - MOU#85 for wage increases.

APPENDIX B

Proposal No.	Article/MOU	Description
UP9	Article 5	Remote Incentive
E5, UP11	Article 7	Hiring Rates
E7	Article 7	Job Posting
E8	Article 9	Recall Period
EHSK2, UP15, UP16, UP17	Article 10	Benefit Plans
E11, UP20	Article 11, 12	Overtime Payments and Shift Work
E19, UP57	Article 11	Reduced Work Week Leave Banking (RWWL)
E12, UP26, UP27	Article 14	Vacation & Leaves of Absence
EHSK4, UP28, UP29, UP30	Article 14	Pregnancy Leave, Parental/Adoption Leave, Other Leaves
UP31	Article 14	Gender Transition Leave
UP33	Article 19	Union Representation
UP39	MOU#8	Use of BC Hydro Communication Systems by the Union
E14, UP40	MOU#11	Performance & Personnel Files
UP41	MOU#15	Construction and Field Work Employees
E15, UP43	MOU#44	Respectful Workplace (RWP)
UP47	MOU#85	Gainsharing and Housekeeping
UP55	LOU	Permitting

UP9 - REMOTE INCENTIVE

Amend Article 5.15 as follows:

"5.15 ISOLATION ALLOWANCE REMOTE INCENTIVE

- (a) Subject to the conditions herein referred, full-time regular, and full-time temporary employees expected to be headquartered for a minimum of 12 months in an eligible location and not receiving room and board while working in the location, covered by this Agreement shall be eligible for an Isolation Allowance Remote Incentive 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 may might be agreed between BC Hydro and IBEW Local 258. ~~provided that a An employee covered by this understanding shall not be paid an Isolation Allowance Remote Incentive 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.~~

(Note: For reference purposes only, Appendix C of the B.C. Hydro/IBEW Local 258 Agreement is included in the "Supplementary Information" section of the collective agreement)."

E5, UP11 - HIRING RATES

Amend Article 7.02(a) as follows:

"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. The Union agrees that each exception is to be assessed on its individual merits and will not be unreasonably denied.
- (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."

Amend MOU #83 Re: Tour Guides and Tour Guide Work Leaders in Visitor Centres, paragraphs 10 & 21, as follows:

"Full Time Temporary Staff

- 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 grand-parented 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. The Union agrees that each exception is to be assessed on its individual merits and will not be unreasonably denied."

"Casual Staff

- 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 grand-parented 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. The Union agrees that each exception is to be assessed on its individual merits and will not be unreasonably denied."

E6, UP11 – Temporary Promotions

Amend Article 7.05 (a) 3, 6, and 7, as follows:

“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. Temporary promotions to an excluded position shall not exceed 36 months after which the employee must return to their base position in the bargaining unit.
 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. After 3 years on a continuous temporary promotion, an employee's temporary promotion pay shall be recalculated so that their base pay plus temporary pay is equivalent to the base pay they would have received had they been permanently promoted at the start of the temporary promotion.

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.~~

Employees shall receive the higher rate of pay for all hours worked at the higher job group, even if it is for a partial day."

E7 - JOB POSTING

Amend Article 7.10 (a) and (b) as follows:

"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."

E8 - RECALL PERIOD

Amend Article 9.12 as follows:

"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 via email ~~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 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, email 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."

EHSK2, UP15, UP16, UP17 - BENEFITS PLANS

Amend the Group Benefits Plan for MoveUP (COPE) Employees with respect to paramedical services, so that:

- Effective January 1, 2021, the paramedical services combined annual maximum will be increased to \$1,500 per person.

The Employer agrees to continue to pay Medical Services Plan (MSP) until such time that the B.C. Government eliminates MSP effective January 1, 2020. The Employer will be responsible for paying the Employer Health Tax.

Amend Article 10.01 to 10.08 as follows:

“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) (i) (a) 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.~~
- (a) (d) Employees, with the exception of casuals, shall be covered by the Extended Health Care Plan effective date of hire. Premiums for both plans the Extended Health Care Plan 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.
- (b) (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:~~

- (c) 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) (Refer to MOU # 85)

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, t~~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, e~~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) Flexible ~~Optional~~ benefit levels provide the following coverage:

Level 1

- (a) Group Life Insurance
- (b) Accident Insurance
- (c) Extended Health
- (d) Dental Plan

Level 3

- (a) Group Life Insurance
- (b) Accident Insurance
- (c) Extended Health
- (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, and Voluntary Accident Insurance Optional Benefits ~~and the Direct Pay 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 OPTIONAL BENEFITS**

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

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

(b) Effective 1 January 2019 the following Optional Benefits shall be available to all eligible Employees with the full cost of such benefits paid for by the Employee via payroll deduction:

- (i) Optional Employee Critical Illness
- (ii) Optional Spousal Critical Illness
- (iii) Optional Child Critical Illness

(c) Changes in Optional Benefits will also be allowed at any time during the year.

10.07 **DETAILS ABOUT BENEFIT PLANS**

Details about the benefit plans referred to in this Article are provided in the Employer's Benefit Booklet Brochure dated 28 February 2019 ~~November 1994~~. It is understood that Level 1, Level 3, and ~~Voluntary-Optional~~ 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 or parental/adoption leave or any leaves in accordance with the BC Employment Standards Act, for one or more entire pay period(s) ~~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, and 10.06 above in respect to the pay period(s) 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."

E11, UP20 – OVERTIME PAYMENTS AND SHIFT WORK

Amend Article 11.01 and 11.02 as follows:

“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:

(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 (b) does not apply to 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.

Employees on a temporary promotion must take earned overtime as pay or take the time off while in the temporary promotion in order to have the amount paid at the temporary promotion rate. If overtime is banked and paid out per above it will be paid out at the employees' base rate.

Amend Article 12 as follows:

"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.~~

12.01~~2~~ The Employer's various operations have required and may continue to require shift work.

12.02~~3~~

(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.

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

(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.

~~12.045 With the exception of Restoration Centre employees, The working hours for shift workers shall be in accordance with Article 11.01 with the following exceptions: 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 scheduled to allow shift employees one~~

~~full day off in each 3 week period excluding the last week of the calendar year.~~

(a)~~(b)~~ Work Day

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

(b)~~(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.

(c)~~(d)~~ Statutory Holidays

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for ~~44~~ 12 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.

(d)~~(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.~~

(e)~~(f)~~ Shift Premiums ~~(Except NGS)~~

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 their ~~average~~ hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to ~~40~~ 12% of their ~~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 ~~40~~ 12% premium and the period from 06:30 to 08:00 attracts the 6.7% premium.

(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 ~~40~~ 12% 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~~

~~(c)——Saturday: one hour at straight time~~

~~(f) (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.

~~(g)(h) Overtime Payments-Shift Workers~~

1. All time worked in excess of the hours stated in (ba) 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.~~

32. ~~Notwithstanding Article 12.045(g)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.~~

~~(h)(j) Sign-Ups Shift Selection~~

- ~~1. The Employer shall set shift schedules for a minimum period of 12 weeks.~~
- ~~2. Employees shall select from the available shifts as set by the Employer on a seniority basis.~~
- ~~3. RWWL days will be pre-scheduled in the 12 week shift period, and may be varied by mutual agreement between the employee and Employer.~~
 - ~~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.~~
 - ~~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.~~

~~(i)(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.

Delete MOU#20 – RE: Shift Scheduling – Restoration Centre.

E19, UP57 - REDUCED WORK WEEK LEAVE BANKING

Amend Article 11.01 (g) as follows:

"11.01 (g) RWWL Application

1. All eligible 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. 3. 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. 4. 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.~~

2. All RWWL days must be scheduled by March 31st to be taken by the end of the current year. An employee may request to re-schedule RWWL days with approval from their manager and subject to operational requirements. This does not apply to shift employees where RWWL days are pre-scheduled.

Any remaining unscheduled RWWL days will be scheduled by the manager.

Any RWWL days not taken in the year they were earned must be scheduled to be taken by March 31st in the following year or transferred to a group RRSP by March 31st.

Notwithstanding the above, in the event there is any remaining RWWL balance as of March 31st in the following year it will automatically be paid out at the employee's base wage rate as of March 31st.

3. RWWL application is dependent on cooperation and flexibility at scheduling time. ~~Manager Supervisors~~ and staff should discuss the situation to gain a clear understanding of the needs of both the employee(s) and their manager supervisors 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."

NOTE: Amend Article 11.10(a) by deleting the reference to "11.01(g)2".

E19, UP57 - VACATIONS AND LEAVES OF ABSENCE

Amend Article 14 as follows:

"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. Employees will be eligible to take vacation in their year of hire.~~

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 expected 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:~~

~~0 – 1st anniversary – 15 days pro-rated based on date of hire~~

~~0 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.~~

Vacation entitlements will be pro-rated in the year of hire or termination based on time worked. Earned vacation entitlement that is unused at time of termination shall be paid on the employee's final pay.

(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, including temporary promotion pay, at the time the vacation is taken or, depending upon his/her their vacation entitlements, at the rate of 6%, 6.4%, 8%, 10% or 12% of his/her their 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 their 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) All annual vacation must be scheduled by March 31st to be taken by the end of the current year. An employee may request to re-schedule these vacation days with approval from their manager and subject to operational requirements.

Any remaining unscheduled annual vacation days will be scheduled by the manager.

Any annual vacation days not taken in the year they were earned must be scheduled to be taken by March 31st in the following year or transferred to a group RRSP by March 31st.

Notwithstanding the above, in the event there is a remaining annual vacation balance as of March 31st in the following year it will automatically be paid out at the employee's base wage rate as of March 31st.

- (b) ~~(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.
- (c) Employees are not permitted to bank vacation in excess of what is allowable in paragraph (b) above based on their total years of service.

For example: An employee with 11 years of service can bank up to one week of vacation for six (6) years of service for a maximum of six (6) weeks of banked vacation.

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. Full-Time Regular and Full-Time Temporary employees shall continue to be entitled to~~
statutory holidays while on vacation, 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.

EHSK4, UP28, UP29, UP30 - PREGNANCY LEAVE, PARENTAL/ADOPTION LEAVE & OTHER LEAVES

Amend Article 14.12 and 14.13 as follows:

"14.12 PREGNANCY LEAVE

- (a) Pregnant employees are entitled upon request to unpaid Pregnancy Leave of ~~no less than~~ up to 17 consecutive weeks in accordance with the Employment Standards Act.
- (b) In order to be eligible for a Pregnancy 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 ~~3-4~~ weeks in advance of the date on which the employee intends to begin ~~her~~ the Pregnancy leave of absence. An employee may alter, ~~but only once,~~ the date of commencement of ~~her~~ the Pregnancy leave of absence, but not later than the child's date of birth, 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 verified by the Employer's Manager of Health Services-Sick Leave Support Program.

If the employee is eligible for Employment Insurance (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~~ pregnancy leave of absence, ~~she~~ the employee 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 1 week before the date that the employee indicates ~~she intends~~ their intent to return to work and the employee must furnish to 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 e) 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~~ An Employee on pregnancy leave is 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."

Amend Article 14.14 as follows and delete Article 14.15:

"14.14 **PARENTAL/ADOPTION LEAVE**

- (a) Effective 1 April 2021, an employee on parental or adoption leave is eligible for a "top-up" of their EI benefits payment not to exceed 85% for 8 weeks on the same basis as the top-up policy applicable to M&P employees.
- (a) (b) 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~~ up to 61 consecutive weeks, to be taken immediately following the end of Pregnancy Leave, in accordance with the Employment Standards Act.
- (b) (c) ~~Employees who have not taken Pregnancy Leave in relation to the birth of the child or children or who have adopted a 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~~ up to 62 consecutive weeks beginning after the date of the child or children's child's birth or after the child or children is placed with the parent and within ~~52-78~~ weeks after that event, in accordance with the Employment Standards Act.
- (e) (d) Employees will give the Employer at least 4 weeks' notice as much notice as possible of the date on which the employee wishes to begin the leave of absence.
- (e) (e) 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) (f) When an employee on parental leave fails to notify the Employer of his desire to return to work in accordance with (ed) 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) (g) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on parental leave.

Delete Article 14.15 – ADOPTION LEAVE

Amend Article 14.16, 14.17, 14.18 as follows including numeration changes:

14.~~15~~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.~~16~~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.~~15~~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.~~16~~¹⁷ will be deemed null and void.

14.~~17~~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."

UP31 - GENDER TRANSITION LEAVE

Add a new provision to Article 14 and number as follows:

"14.XX GENDER TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 15 - Sick Leave depending on the employee's request and approval in accordance with BC Hydro's sick leave support program.

UP33 – UNION REPRESENTATION

Amend Article 19 as follows:

“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 present to act on his/her behalf, the employee shall be advised of ~~this right~~ prior to proceeding with the disciplinary meeting.”

UP39 - USE OF BC HYDRO COMMUNICATION SYSTEMS BY THE UNION

The Parties agree to meet and discuss the ways that the Employer may facilitate the Union's communication with their members.

Amend MOU#8 as follows:

"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 e-mail system or its fax machines for communications between the Union office, officers, councillors, 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 or 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, councillors, 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.~~
- ~~45.~~ Union 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.
5. Any use of the BC Hydro communications systems is subject to all applicable BC Hydro corporate policies, including the Information Management Policy.

E14, UP40 - PERFORMANCE & PERSONNEL FILES (MOU #11)

The Employer will consult with the Union prior to the implementation of a new performance management/development program.

Amend MOU #11 as follows:

“MEMORANDUM OF UNDERSTANDING # 11 RE: PERFORMANCE ASSESSMENT & DEVELOPMENT REPORTS EMPLOYEE PERSONNEL FILES

(Refer to Art. 19)

With regard to Employee Personnel files, tThe 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.”

UP41 - MOU#15

Amend MOU#15 as follows:

"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~~ employees hired under this memorandum 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

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

2. Free Area Travel to Temporary Work Location

~~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. Where an Employee travels to a temporary work location, and is able to return to their normal place of residence at the end of each working day, additional travel time will be paid in accordance with Article 11.05.~~
- b. Where the cost of additional travel time and expenses 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~~ temporary work location 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 provisions 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.

Employees working Project Schedules 8 days or greater in duration, who are 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 residence and the temporary work site at the beginning and end of each project schedule, or may elect to remain in the temporary location and receive room and board or living out allowance in accordance with Article 5. Employees electing to travel home will be permitted to travel during their final shift. Travel time back to the temporary work location will be on the employee's own time. Work schedules may be adjusted by mutual agreement between the employee and manager to accommodate travel time on the first day of the project schedule, provided it results in no additional cost to the Employer. Transportation costs received by employees under this paragraph shall be limited to the living out allowance amount the employee would have been eligible for their regular non-working days.

Notwithstanding the foregoing, employees will be entitled to travel time and expenses when they first mobilization and final demobilization from a project.

4. Bulletins for FTT MOU 15 Positions

- a. The Employer will bulletin for a minimum of 5 working days MOU 15 FTT positions that are expected to extend beyond 36 months.
- b. Employees hired under MOU 15 are eligible to apply for FTT bulletins provided:
 - I. The employee has greater than 12 months service in his/her current project and not less than 12 months before the end of their current project assignment (unless approved by the employee's manager);and
 - II. The employee resides in the area of the work.

- c. Selections shall be on the basis of ability (to perform the work) and seniority, in that order.
- d. Ability shall include consideration of the employee's performance in the employee's present position.
- e. Article 7.01-7.05 of the Collective Agreement will apply to FTT MOU 15 positions bulletined under 4 above.
- f. Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure.
- g. Article 1.06 (c) 11 will not apply to FTT employees who are hired to back-fill regular employees hired under MOU 15.

5. Hours of Work and Schedules

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

(a) *Authorized Variations – hours*

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

(b)(e) *Shifts*

Shifts may be established with 72 48 hours' notice based on Project needs. In such cases, article 12.045 will apply. Articles 12.023, 12.034, 12.04(e)5(f)2 and 12.045(h)(i) do not apply to shifts for employees hired under MOU 15. Overtime in accordance with the Collective Agreement will apply if the 72 48 hours' notice is not provided.

(c)(d) *Schedules – days*

The Employer will provide ~~48~~ 72 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 in accordance with the Collective Agreement will apply if the ~~48~~ 72 hours' notice is not provided.

(d)(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 in accordance with the Collective Agreement will apply if the 48 hours' notice is not provided.~~

The Employer will provide as much advance notice as possible of the implementation of, or change in, a Project Schedule. Should employees be reassigned to another project schedule without 72 hours' notice and/or, before the completion of 2 cycles for project schedules of 10 days or less, the employee will be paid at applicable overtime rates for the first shift of the new project cycle.

Statutory Holidays for employees working Project Schedules will be in accordance with Articles 12.045 (c) and (d) ~~(d) and (e).~~

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

The parties agree that article 11.04 (g)(1) does not apply to employees covered under this MOU.

~~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, i~~
~~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).~~

~~7.~~ 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.

~~8. 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.~~

~~9. Effective Date~~

~~This MOU will take effect on January 19, 2016.~~

NOTE: Article numbers referenced in MOU#15 to be updated (ex. 12.05 (d) and (e)).

E15, UP43 - RESPECTFUL WORKPLACE POLICY (MOU #44)

The Parties will meet to review, update, and streamline the Respectful Workplace Policy (MOU #44) and processes, subject to mutual agreement.

Amend MOU#44, 7. (c) (iv) to include "Gender Identity or Expression" as follows:

- "(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;
 - Gender Identity or Expression;
 - 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 part of, or a form of, Discrimination when based on a ground listed above."

UP47 – MOU#85 - GENERAL WAGE INCREASES

Amend MOU#85, paragraph 31 to read as follows:

“31. The following specifically will not apply to MOU 85 Employees, except as provided for in paragraph 34 below: Appendix B – Economic Stability Dividend and salary scales contained in Article 4 of the BCH/MoveUP CA and MOU 55 (a) & (b) Gainsharing. MOU 85 employees will be eligible for gainsharing per MOU 55 (a) effective for Fiscal 2022 (April 1, 2021 to March 31, 2022).”

Amend MOU#85, paragraph 34 to read as follows:

“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 ~~4.52.0%~~ 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%.~~

Amend MOU #85, Appendix A, paragraph 4 to read as follows:

“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 until Fiscal 2022., except as provided for in paragraph 34 of the MOA and paragraph 16 below.”~~

Amend MOU #85, Appendix A, paragraph 16 to read as follows:

“16. The salary scales for MOU 85 Employees will be subject to general wage increases of 1.5% on September 1st, 2018 and ~~1.52.0%~~ 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 CA 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%.”~~

MOU#85 - HOUSEKEEPING

Amend MOU #85 as follows:

- Housekeeping page 304 1.06 (c) add e to Chang should be “Change”
- Housekeeping page 305 point 18 correct further to Article 7.10 to 7.10
- Housekeeping page 312 point 27 correct “shallbe” to “shall be”
- Remove pages 324, 325, 326 and 327 as is confusing to have two MOU #85 E and MOU #85 F on pages 340 to 343
- Amend MOU #85, Appendix A, paragraph 4 delete “Appendix B Economic Stability Dividend”

UP55 – LOU (unnumbered)

Amend LOU as follows:

~~“LETTER OF UNDERSTANDING (Original signed January 19, 2016)~~

BETWEEN

**BRITISH COLUMBIA HYDRO & POWER AUTHORITY
 (“BCH”)**

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378
 (“COPE”)**

RE: ~~PERMITTING AGREEMENT—~~ PROJECT DELIVERY – USE OF CONSULTANTS

To accommodate operational requirements of Construction/Safety projects, MoveUP agrees that BC Hydro may utilize a limited number of consultants to perform MoveUP bargaining unit work on BC Hydro sites. This maximum will be set annually on March 31st and is based on 30% of MOU 15 employees. ~~For the remainder of F16 (to March 31, 2016), the maximum is 20 consultants.~~

BC Hydro will remit the amount of a permitting fee of \$90 per month for each consultant BC Hydro contracts to perform MOU 15 equivalent work for 10 days or more per month. ~~Such~~ Said amounts ~~permitting fees~~ will be reported and remitted quarterly.

If BC Hydro uses a consultant to perform MOU 15 work for a 3-year continuous period on a single project, that consultant will become an MOU 15 FTT employee.

~~BCH and MoveUP will meet on or before March 31, 2016 to review this letter of agreement and determine if changes are required to the method of calculation or percentage allowable for permitting.~~

~~Signed this 19th day of January, 2016~~

For COPE, Local 378

For BC Hydro”

APPENDIX 'C'

The following proposals have been agreed and signed off between the Parties during the negotiations in the renewal of the 2019-2022 BC Hydro – MoveUP Collective Agreement.

No.	Proposal No.	Article/MOU	Description	Date Signed
1	UP2	Article 1.04, 1.05	Union Name Change	September 23, 2019
2	E2, UP4, UP42	Article 2, 3	Arbitration & Dispute Resolution Process	December 4, 2019
3	EHSK1	Article 4.02	Floor Rates	September 23, 2019
4	UP6	Article 5.07	Mileage Rate	October 10, 2019
5	UP10	Article 6.06	Calculation of Seniority	September 23, 2019
6	E4	Article 7.01	Probationary Period	September 24, 2019
7	E6	Article 7.05	Temporary Promotion for Partial Day	September 23, 2019
8	EHSK3	Article 11.01	Time off Bank	September 23, 2019
9	UP19	Article 11.01	Security Guards, Meter Readers	September 24, 2019
10	UP20	Article 11.02	Overtime Payments	September 23, 2019
11	EKSK5	Article 14	Service Credit for Columbia Hydro Constructors	September 23, 2019
12	UP52	NEW – Article 14.XX	Domestic & Sexual Violence Leave	January 27, 2020
13	E13	Article 26	Employee and Family Assistance Program (EFAP)	September 24, 2019
14	E16, UP44, UP45	MOU#55(a), MOU#55(b)	Gainsharing	September 23, 2019
15	E17, UP46	MOU#66B	Quality Monitoring Agreement – Express Connect Centres	January 27, 2020
16	EHSK6	MOU#66C	Quality Monitoring Agreement - Restoration Centre	January 27, 2020
17	E18	MOU#74	Community Outreach Representatives - Casuals	September 24, 2019
18	E10, UP22, UP48, UP49	MOU#86, MOU#87, Article 11.08	Standby Agreements: <ol style="list-style-type: none"> 1. Digital Communications, Community Relations, Customer Service Operations 2. Distribution, Design, Field Safety 3. Restoration Centre, 	October 7, 2019

			Hydrology, Technical Services, Dam Safety	
19	E20	NEW – MOU##	Indigenous Relations	January 27, 2020
20	E23, UP54	Various	Housekeeping & MOU's	January 27, 2020
21	UP1	Various	Gender Neutral Language	September 24, 2019

APPENDIX 'D'

Letter of Agreement XX (unnumbered)

RE: Public Sector General Wage Increase

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 BC Hydro-MoveUP Collective Agreement will be adjusted on the third anniversary of the 2019-2022 BC Hydro-MoveUP Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 BC Hydro-MoveUP Collective Agreement.

UP2 - BCH COUNTER-PROPOSAL

UP2 - Name Change

Proposal:

Update Article 1.04 and 1.05 to reflect MoveUP's name change.

Language:

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.

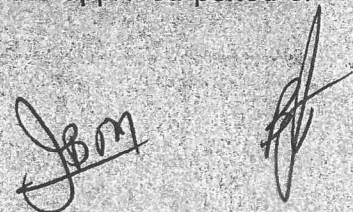
The Union will reimburse the Employer for all time lost whenever an employee is continuously involved in Union business for more than one (1) day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two. (Refer to MOU # 85)

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 MoveUP, Local 378 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:

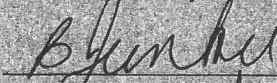
"Office and Professional employees of BC Hydro in this office are represented by MoveUP, Local 378 the Canadian Office and Professional Employees' Union, Local 378."

- (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:

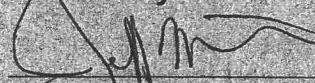
"Office and Professional Employees of BC Hydro
in this office are represented by: MoveUP, Local 378 Canadian
Office & Professional Employees' Union"

Sign off:

For MoveUP, Local 378:


Date: 23 Sept 19

For BC Hydro:


Date: Sept. 23 / 2019



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union		Date: November 5, 2019 December 4,	Time: 10:50 a.m.
Number	Affected Article/MOU		
UP 4/42 E2	3	Amend	

Amend Article 2.03 (q) as follows:

- (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 chosen from the list of arbitrators referenced in Article 3.12. 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.

Amend Article 3.11 and 3.12 as follows:

3.11 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.

3.12 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 David McPhillips
 - ii) Judi Korbin Corrin Bell Irene Holden
 - iii) Colin Taylor Mark Brown
 - iv) John Kinzie Elaine Doyle Joan Gordon
 - v) ~~Wayne Moore~~ Ken Saunders
 - vi) ~~John Steeves~~ Julie Nichols
 - vii) ~~Rod Germaine~~ Chris Sullivan
 - viii) or any other arbitrator that may be agreed to by the parties.

E&OE

Signed off this 4th day of December 2019

For the Union

Bjunker

For the Employer

[Signature]

- (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.

3.15 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.

E&OE
Signed off this 4th day of December 20 19

For the Union

[Signature]

For the Employer

[Signature]

- 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.

E&OE

Signed off this 4th day of December 2019

For the Union

Bjorn

For the Employer

John

- 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 Ken Saunders ~~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. Saunders 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.

E&OE

Signed off this

day of

2019

For the Union

For the Employer

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.

~~A The referee shall be Rod Germaine, or if unavailable a referee shall be selected in accordance from the list referenced with in a~~Article 3.1+2.

Delete MOU #32:

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.~~

E&OE

Signed off this 4th day of December 20

For the Union

[Signature]

For the Employer

[Signature]

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
Senior Business Representative
MoveUP

Garry Corbett
Manager, Labour Relations
B.C. Hydro

Date 1994 10 17

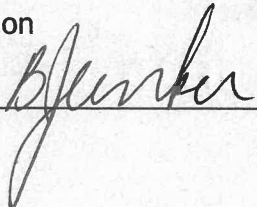
[NOTE: This Memorandum of Understanding was previously a Letter of Understanding.]

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

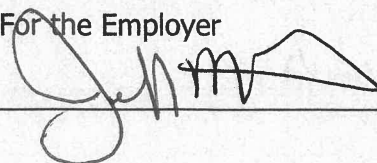
E&OE

Signed off this 4th day of December 2019

For the Union



For the Employer



Amend MOU #54 paragraph 3 as follows:

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 from the list referenced in Article 3.12, 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".~~

Amend MOU #57 paragraph 5 as follows:

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 the Standing Referee appointed as per Article 2.03 (q) of the collective agreement or any other arbitrator agreed to by the parties, ~~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.

E&OE
Signed off this 4th day of December 20

For the Union

Bjunker

For the Employer

Jeff M

Tabled: 8 Oct 19
Time: 2:29 p.m.

UP6- BCH COUNTER-PROPOSAL

UP6 – Mileage Rates

Proposal:

Increase mileage rates to align with current BC Hydro policy.

Language:

Amend Article 5.07(a)(i) as follows:

5.07 USE OF COMPANY AND PERSONAL VEHICLES

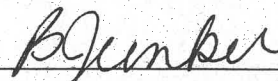
(a) Conditions for Use of Personal Vehicles

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:

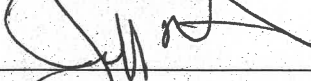
- (i) The Employer shall reimburse the Employee for distance traveled in the amount of ~~\$.46~~ .55 per kilometer to a maximum of 1000 km, with ~~\$.17~~ .49 per kilometer thereafter, in each calendar month. With approval of their managers, and where an employee is required to use their four wheel drive vehicle off-road, the Employer shall reimburse such distances traveled in the amount of ~~\$.67~~ .765 per kilometer to a maximum or 1000 km, with ~~\$.21~~ .49 thereafter, in each calendar month.

Sign off:

For MoveUP, Local 378:


Date: 10 Oct 19

For BC Hydro:


Date: Oct. 10 / 2019



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: April 16, 2019	Time:
UP 10	6.06	Amend	

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.

E&OE

Signed off this 23rd day of September 2019

For the Union

Bjorn Ku

For the Employer

G. J. M.

Tabled: 24 Sept 19
Time: 1:40 p.m.

E4 – BCH PROPOSAL (3)

E4 – Probationary Period

Proposal:

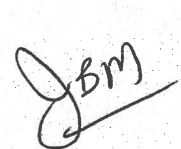

Include a probationary period for Casual employees based on hours worked and update language based on Letter of Understanding dated March 26, 2019.

Language:

Amend Article 7.01 as follows:

7.01 NEW EMPLOYEES (Refer to MOU # 85)

- (a) ~~All persons commencing Regular or Temporary employment persons accepting full time regular or part time regular employment with the Employer in jobs under the union's jurisdiction will serve a probationary period of 6 months. 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 and 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) All persons commencing Casual employment will serve a probationary period of seven hundred and sixty eight (768) hours' worked or nine (9) months' worked from the date of commencement of work, whichever occurs first.
- (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.~~

Tabled: 23 Sept 19

Time: _____

E6 – BCH PROPOSAL (2)

E6 – Temporary Promotion for Partial Day

Counter Proposal:

When working at a higher job group, employees will submit time worked, and are no longer required to track hours until a full 7.5 hours is reached.

Added additional sentence to confirm employees receive temporary promotion pay if partial day at higher job group.

Language:

Amend Article 7.05 (a) 7. as follows:

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.~~

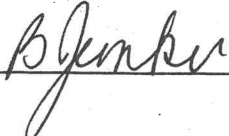
Employees shall receive the higher rate of pay for all hours worked at the higher job group, even it is for a partial day.

if BJ Jan

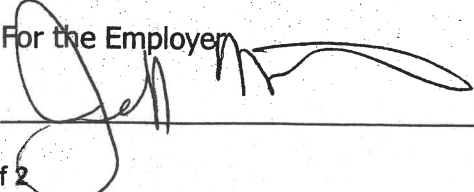
E&OE

Signed off this 23rd day of September 2019

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

[BC Hydro]
PROPOSALS [2019]
Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date: September 24, 2019	Time: 2:10 p.m
UP 19	11.01 (I)	Delete	

11.01

(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).~~

(I) ~~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.~~

(k) RESTORATION CENTRE Lower case

E&OE
Signed off this 24th day of September 2019

For the Union

B. Guenier

For the Employer

[Signature]

Tabled: 23 Sept 19

Time: 11:38 a.m.

UP20 - BCH COUNTER-PROPOSAL

UP20 - Overtime Payments

Proposal:

Employer in agreement with the Union's proposal in part.

Language:

Amend Article 11.02 as follows:

11.02 OVERTIME PAYMENTS

(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.

Employees on a temporary promotion must take earned overtime as pay or take the time off while in the temporary promotion in order to have the amount paid at the temporary promotion rate. If overtime is banked and paid out per above it will be paid out at the employees' base rate.

Sign off:

For MoveUP, Local 378:

[Signature]
Date: 23 Sept 2019

For BC Hydro:

[Signature]
Date: Sept. 23, 2019



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 7, 2019	Time: 2:45 p.m.
UP 22 Union Counter	11.08	NEW	

11.08

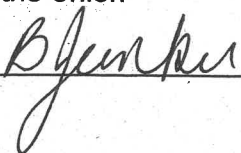
**STANDBY ARRANGEMENTS: RESTORATION CENTRE, HYDROLOGY
AND TECHNICAL SERVICES, AND DAM SAFETY**

1. 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.
2. 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.
3. No employee will be compelled to accept standby on 2 consecutive weekends or on 2 consecutive holiday weekends.
4. For Hydrology and Technical Services - On all weekends outside of the storm season (storm season is October – February), and on all weekdays throughout the year (with the exception of statutory holidays that fall on weekdays), standby duty is only to be used under exceptional circumstances. Exceptional circumstances are defined as meteorological or hydrological conditions deemed to have much greater than normal impact on BC Hydro, critical reservoir levels and/or operating constraints, or staff shortage due to illness or unforeseen circumstances.

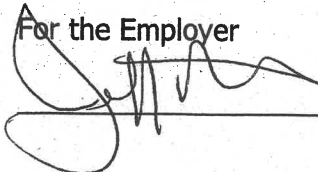
E&OE

Signed off this 7th day of October 2019

For the Union



For the Employer



Tabled: 24 Sept 19

Time: 1:25 pm

E13 - BCH PROPOSAL (3)

E13 - Employee & Family Assistance Program (EFAP)

Proposal:

Update Employee and Family Assistance Program (EFAP) provisions to eliminate the Joint Committee to reflect current approach. The Employer will consult with the Union prior to a change to the provider of EFAP services.

Language:

Amend Article 26 as follows:

ARTICLE 26

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

(Also refer to MOU #31)

26.01 The Employer agrees to continue B.C. Hydro's Employee A-and Family Assistance Program (EFAP) which is available to employees, their spouses, and dependent family members. The program offers professional and confidential counselling and work life 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 **26.02** The Employer will consult with the Union prior to a change to the provider of EFAP services. Committee regarding the selection of local providers of EFAP services. The Employer will not select local providers to which the Committee has reasonable objections.

26.03 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.



BC Hydro
Power smart

Tabled: _____

Time: _____

Notwithstanding the above, either Party may introduce evidence concerning the type (i.e. mandatory or voluntary), nature, and outcome of an EFAP referral.

Sign off:

For MoveUP, Local 378:

[Signature]
Date: 24 Sept 19

For BC Hydro:

[Signature]
Date: Sept. 24 / 2019

Tabled: 23 Sept 19
Time: 11:41 a.m.

**E16 - BCH PROPOSAL (3)
UP44 & UP45 - BCH COUNTER-PROPOSAL**

E16, UP 44, UP45 - Gainsharing

Proposal:

Gainsharing to be renewed. Amend language for simplification and clarity. Delete MOU #55(b).

Language:

Re-number MOU #55(a) to MOU #55 and amend as follows:

MEMORANDUM OF UNDERSTANDING #55(a)

Re: GAINSHARING Fiscal 2020 to 2022

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~~

Jan

Tabled: _____

Time: _____

- ~~(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

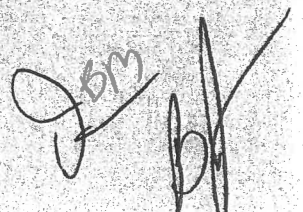
~~The Employer BC Hydro agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2019 to March 31, 2022. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and non-union) on specific performance objectives 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 maximum potential value of five percent (5%) to each eligible employee based on that employee's regular earnings salary (including temporary promotion pay and floor-rates) paid in the fiscal year.~~

- ~~• 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 the Employer 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



Tabled: _____

Time: _____

- 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:

Barbara Junker

For BC Hydro:

Laura Mills

This MOU was amended 01 February 2016 to reflect the Union's change of name from COPE 378 to MoveUP.

Delete MOU #55(b) - Re: Powertech Gainsharing Program.

Sign off:

For MoveUP, Local 378:

[Signature]

Date:

23 September 2019

For BC Hydro:

[Signature]

Date:

Sept. 23 / 2019



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: January 27, 2020	Time: 3:00 p.m.
UP 46	MOU #66B	New	

MEMORANDUM OF UNDERSTANDING # 66B
RE: QUALITY MONITORING
Express Connect Centres

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. Employees, for the purposes of this Memorandum of Understanding, include Electric Service Coordinators (also known as Express Connect Coordinators) and Workleaders. 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 device. 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 of the Labour Relations Board of BC or any of its successors.

Monitoring and work-related statistics will be used to:

E&OE
Signed off this 27th day of January 2020

For the Union

B. Jemba

For the Employer

[Signature]

- Provide the Company with information needed to determine the level of service to customers and to establish staff requirements; and
- Enhance the ability of managers, workleaders and Electric Service/Express Connect Coordinators 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 is 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 Express Connect 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.

Dated this 29 day of November, 2018.

Original Signed

Barbara Junker
MoveUP, Local 378

Original Signed

Abbas Ladak
B.C. Hydro and Power
Authority

E&OE
Signed off this 27th day of January 2020

For the Union

B. Junker

For the Employer

[Signature]

Tabled: 24 Sept 19
Time: 1:21 p.m.

E18 - BCH PROPOSAL (3)

E18 – Community Outreach Representatives - Casuals

Proposal:

Incorporate the Letter of Agreement dated November 15, 2017, regarding the use of casual employees as Community Outreach Representatives into the collective agreement. Make the use of casuals a permanent part of MOU #74.

Language:

Amend MOU #74 as follows:

MEMORANDUM OF UNDERSTANDING # 74

RE: FULL TIME TEMPORARY AND CASUAL COMMUNITY OUTREACH REPRESENTATIVES AND WORK LEADERS

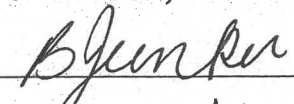
Community Outreach Representatives and Work Leaders represent BC Hydro in communities throughout the province by attending events and delivering presentations to educate customers. The parties recognize Community Outreach Representatives and Work Leaders are a unique group of FTT and casual employees who require increased flexibility due to varied working hours. The parties agree to the following terms:

For FTT employees:

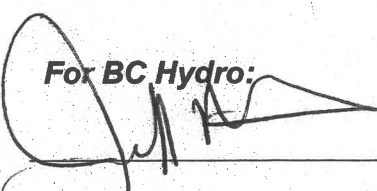
1. A work day of any consecutive 7.5 hours, exclusive of lunch period, may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.
2. A work week shall consist of 37.5 hours, consisting of five days, Monday through 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.

Sign off:

For MoveUP, Local 378:


Date: 24 Sept 19

For BC Hydro:


Date: Sept. 24 / 2019

Tabled: _____

Time: _____

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.

Sign off:

For MoveUP, Local 378:

B. Jenkins
Date: 24 Sept 19

For BC Hydro:

[Signature]
Date: Sept. 24 / 2019

Tabled: _____

Time: _____

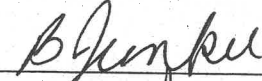
7. All time worked on annual vacations shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time rates plus regular salary, except as provided in Article 13.01 (e).

For Casual Employees:

1. Once per term (Spring & Fall Campaign), the Employer will review planned use of casual and temporary 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. Casual staff, up to a maximum of approximately 15 per term working in Outreach shall be used to:
 - Fill in for Full Time Temporaries (FTT) on sick leave, and days off; and
 - To augment FTT workforce at large Outreach events and/or during Spring/Fall Campaigns.
4. The requirement for greater than 15 casual hires per term will be communicated to the Union.
5. There are no guaranteed minimum hours or days of work per week.
6. A workw day of any consecutive 7.5 hours, exclusive of a 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.
7. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11.04.
8. 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.

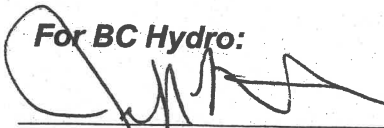
Sign off:

For MoveUP, Local 378:



Date: 24 Sept 19

For BC Hydro:



Date: Sept. 24 | 2019

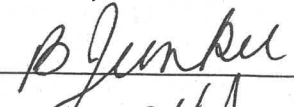
Tabled: _____

Time: _____

9. 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.
10. Any change to the Outreach Program (i.e. – expansion) will be communicated to the Union.
11. 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 90 ~~30~~ days' notice.

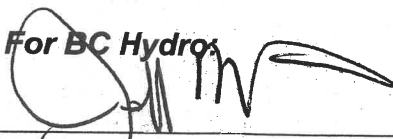
Sign off:

For MoveUP, Local 378:



Date: 24 Sept 19

For BC Hydro:



Date: Sept. 24 / 2019



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union		Date: October 7, 2019	Time: 3:20 p.m.
Number	Affected Article/MOU		
UP 48	MOU #86	New	

MEMORANDUM OF UNDERSTANDING # 86

STANDBY: DIGITAL COMMUNICATIONS, COMMUNITY RELATIONS AND CUSTOMER SERVICE OPERATIONS

WHEREAS, the Employer has a need to respond to work demands that are outside of the standard working hours;

AND WHEREAS, the Employer wishes to facilitate MoveUP employees within the Digital Communications, Community Relations and Customer Service Operations teams assisting in responding these demands outside of standard working hours;

THEREFORE NOW, the Parties agree to the following:

1. General

- Standby will be offered on a voluntary basis and will be equitably assigned to those qualified employees who volunteered within the respective team and headquarters.
- Employees scheduled on standby will carry a smart phone/device provided by the Employer as required.
- Employees who accept standby duties will be expected to be physically and mentally fit to conduct the work and will ensure that they are located, for the duration of the standby period, in an area where they have cyber and/or cellular phone access (WiFi, Cell Service or other) such that they can conduct their duties appropriately.
- Should employees be required to work they will be paid at overtime rates at 15-minute increments.
- Employees on standby who are already engaged in responding to events may be required to continue beyond 2200 hours but will not be required to respond to new events beyond 2200 hours.
- Employees are not asked to read or respond to emails that can otherwise wait for a regular working day. Overtime in these instances would need to be pre-authorized.

E&OE

Signed off this 7th day of October 2019

For the Union

B. Junker

For the Employer

[Signature]

2. Digital Communications and Community Relations

- Employees will be expected to monitor BC Hydro's social media monitoring tool and/or their email regularly during standby hours to perform communication updates and responses during major power outages, storms and/or other major events/emergencies outside of the standard working hours.
- Monitoring should be performed, on average, twice per hour.
- Should employees be required to work (e.g. respond to communication updates and responses) they will be paid at overtime rates at 15-minute increments.

3. Customer Service Operations (Claims and Field Support)

- Employees will not be expected to monitor and rather will receive pro-active notification of their requirement to work.
- Should employees be required to work (e.g. issue planned outage cancellation AutoDialer, update ORS, issue forced outage event updates, etc.) they will be paid at overtime rates at 15-minute increments.

4. Customer Service Operations (Customer Metering)

- Employees will be expected to monitor Electric Vehicle charging stations, social media sites (eg. Plug Share, Green lots), and cmevoperations@bchydro.com regularly during standby hours to perform communication updates and responses when a BC Hydro Electric Vehicle charging station is not operational.
- Monitoring should be performed, on average, twice per hour.
- Should employees be required to work (e.g. respond to communication and/or respond to charging station that is not operational) they will be paid at overtime rates at 15 minute increments.

E&OE

Signed off this 7th day of October 2019

For the Union

B. Jumper

For the Employer

[Signature]

Standby

- Standby coverage will be compensated at straight time rates as follows:

Weekdays:

Daily for the 15-hour period commencing at 07:00.

(Monday – Thursday, except Statutory Holidays)

07:00 – 22:00 1 hour

Weekends:

Daily for the 15-hour period commencing at 07:00.

(Friday – Sunday, plus Statutory Holidays)

07:00 – 22:00

Friday 2 hours

Sat/Sun/Stat Holiday 3 hours

Monitoring

- Monitoring will be compensated at overtime rates as follows:

Weekdays:

Daily for the 15-hour period commencing at 07:00.

(Monday – Thursday, except Statutory Holidays)

07:00 – 22:00 15 minutes

Friday and Weekends:

Daily for the 15-hour period commencing at 07:00.

(Friday – Sunday, plus Statutory Holidays)

07:00 – 22:00

Friday 15 minutes

Sat/Sun/Stat Holiday 30 minutes

Either Party may terminate this Agreement by providing 90 days' written notice to the other Party.

E&OE

Signed off this 7th day of October 2019

For the Union

B. Jenkins

For the Employer

[Signature]

Business lines in the Restoration Centre 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.

Dated this 19th day of December, 2019.

Original Signed

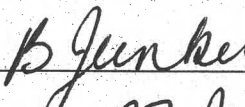
Barbara Junker
MoveUP, Local 378

Original Signed

Abbas Ladak
B.C. Hydro and Power
Authority

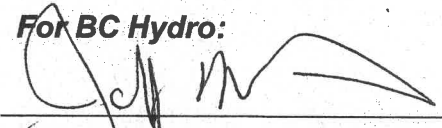
Sign off:

For MoveUP, Local 378:



Date: 27 Jan 2020

For BC Hydro:



Date: Jan. 27, 2020



(Canadian Office and Professional Employees Union, Local 378)

**BC HYDRO
PROPOSALS 2019
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date: October 7, 2019	Time: 2:54 P.M.
UP 49 Union Counter	MOU #87	Amend	

MEMORANDUM OF UNDERSTANDING #87

STANDBY COVERAGE FOR DISTRIBUTION, DESIGN, AND FIELD SAFETY

Coverage would primarily be for those occasions where there is a forecast of events (e.g. severe storm warnings), unique events are unfolding/escalating (e.g. wildfires) and/or in situations specifically for the Field Safety team where confined space work is involved.

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.

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.

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

The application of above standby will not restrict the department's ability to use existing call-out processes for recruiting staff for unexpected emergencies.

Both the Employer and the Union agree to pilot this standby arrangement for the term of this Collective Agreement.

E&OE

Signed off this 7th day of October 2019

For the Union

B Jenkins

For the Employer

[Signature]

Tabled: 27 Jan 2020

Time: 11:34 a.m.

UP52 - BCH COUNTER-PROPOSAL (2)

UP52 – Domestic & Sexual Violence Leave

Proposal:

Revised Union's Proposal of December 4, 2019.

Language:

Add NEW language to Article 14 (*.## - to be determined) as follows:

14.## "DOMESTIC AND SEXUAL VIOLENCE LEAVE

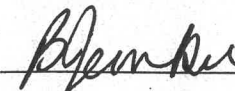
In accordance with the Employment Standards Act, when an employee, or an eligible person with respect to an employee, experiences domestic and sexual violence, the employee is entitled upon request, during each calendar year, to:

- (a) up to three (3) days of leave with pay; and,
- (b) up to an additional seven (7) days of unpaid leave, in units of one or more days or for one continuous period; and,
- (c) in addition to the above period of time, up to 15 weeks of unpaid leave.

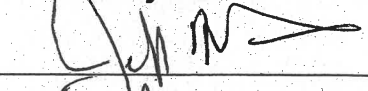
Notwithstanding the above, in the event that further legislation comes into force regarding domestic and sexual violence leave that applies to the Employer, the Employer will provide such leave consistent with the legislation and the Employer will not be required to provide leave with or without pay in excess of the requirements in such legislation."

Sign off:

For MoveUP, Local 378:


Date: 27 Jan 2020

For BC Hydro:


Date: January 27, 2020

E20 - BCH PROPOSAL

E20 – Indigenous Relations

Proposal:

Reinforce BC Hydro's Indigenous Relations commitments by partnering with MoveUP. Establish an agreement of joint principles, and a forum to facilitate meaningful training, and employment opportunities for Indigenous Peoples at BC Hydro.

Language:

Add NEW MOU as follows:

MEMORANDUM OF UNDERSTANDING

Between

B.C. HYDRO & POWER AUTHORITY
(the "Employer")

And

MOVEUP
(CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 378)
(the "Union")

Re: INDIGENOUS EMPLOYMENT & TRAINING **COMMITTEE**

WHEREAS The Province of British Columbia has directed BC Hydro to implement the United Nations Declaration on the Rights of Indigenous Peoples and the Truth & Reconciliation Calls to Action as it pertains to BC Hydro's business.

AND WHEREAS BC Hydro and the Union recognize that reconciliation with First Nations communities can be advanced through economic opportunities achieved through meaningful training and employment.

AND WHEREAS BC Hydro has adopted a "Statement of Indigenous Principles", including Principle #9, which states: "We will support Indigenous candidates to succeed in gaining employment with BC Hydro and increasingly become part of our workforce";

AND WHEREAS BC Hydro has made commitments with First Nations communities to provide access to meaningful employment and training opportunities with BC Hydro and/or its contractors.


AND WHEREAS BC Hydro and its Unions have engaged in Indigenous employment and training partnerships in the past, it is recognized that our continued cooperation is critical to advancing the above goals and commitments.

NOW THEREFORE, the Parties agree:

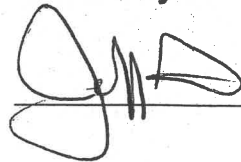
1. To establish a standing 'Indigenous Employment & Training' Committee ("Committee"). The parties will meet to discuss representation on the Committee. The Committee will be given the responsibility of further defining the terms of reference, scope, and frequency of meetings.
2. Subject to further discussion, the Committee will work together to:
 - Discuss, understand, and identify the shared interests of BC Hydro, the Union, and our employees/members as it relates to Indigenous employment and training.
 - Share strategies and approaches to facilitate Indigenous employment and training, in alignment with broader diversity and inclusion efforts.
 - Identify the current systemic barriers to employment and training that exist for Indigenous peoples in relation to BC Hydro.
 - Explore creative solutions to overcoming these barriers, including piloting and implementing new approaches or programs.
 - Seek ways to advance training and work experience programs within the existing collective agreements, and ensure the interpretation of specific provisions meet mutual objectives.
 - Endorse and facilitate workplace awareness efforts that advance cultural safety including initiatives such as Indigenous cultural awareness training.

Signed this 27th day of January, 2020, in the City of Burnaby, British Columbia.

For MoveUP:



For BC Hydro:



Tabled: 24 Sept 19

Time: 3:13 p.m.

UP1 - BCH COUNTER-PROPOSAL

UP1 – Gender Neutral Language

Proposal:

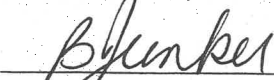
Adopt gender neutral language as appropriate.

Language:

The Parties agree to amend the collective agreement ~~as appropriate~~ to reflect gender neutral language by changing "he", "she", "him", "her", "male", "female", and "grandfathered" to "them", "their", "they" and "grandparented" where appropriate.

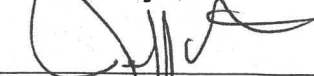
Sign off:

For MoveUP, Local 378:



Date: 24 Sept 19

For BC Hydro:



Date: Sept. 24 / 2019

Tabled: Jan 27, 2020
Time: 2:58 p.m

**E23 - BCH PROPOSAL (3)
UP54 - COUNTER-PROPOSAL**

E23, UP54 - Housekeeping & MOU's

Proposal:

Housekeeping items, and the deletion of Appendices/MOU's.

Language:

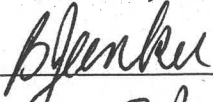
Any further housekeeping items as agreed to between the parties.

Delete the following Appendices/MOU's:

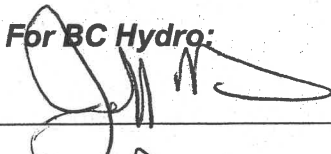
- Appendix B - Economic Stability Dividend
- MOU #7 - Accredited Service, IPEC & Constructors
- MOU #13 - 10% Allowance for Property Representatives
- MOU #17 - U32(j) Retired Employees - Posting of Job Vacancies
- MOU #21 - Video Display Terminals
- MOU #41 - Lifestyle Coordinators
- MOU #42 - Past Service Credits for Determining of Annual Vacation Entitlement
- MOU #49 - Continuous Shift Operations at NCS
- MOU #51 - Seven Day Per Week Shift Operations at Network Operation Services
- MOU #52 - Burrard Generating Station
- MOU #54A - MoveUP and BC Hydro's Labour Relations Forum - Issues arising from 2012 collective bargaining
- MOU #55A/B - Gainsharing
- MOU #68 - (Formerly a Letter of Agreement) - P&C Service - Power Supply
- MOU #71 - Shift Work at Call Centres
- MOU #72 - Area Scheduler and Coordinator Vegetation Maintenance Tripartite Agreements

Sign off:

For MoveUP, Local 378:


Date: 27 Jan 2020

For BC Hydro:


Date: Jan - 27, 2020

E HSK1- BCH PROPOSAL (2)

E HSK1 – Floor-rates

Proposal:

Remove reference to trade differentials which is no longer relevant.

Language:

Amend Article 4.02 as follows:

Article 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.

Note: If an employee's bi-weekly salary is less than the bi-weekly floor-rate they shall receive the difference as a bi-weekly floor-rate payment.

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)(iii).

(2) 5% Differential

when all criteria are met, or when all criteria are met except 4.02(b)(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.

Tabled: 23 Sept 19
Time: 11:59 a.m.

(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 or job that it is floor-rated to is changed and will be effective on the same date as the change in wage. The union will be provided advised in writing of recalculations of Floor Rates upon request.~~
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.~~

Sign off:

For MoveUP, Local 378:

[Signature]
Date: 23 Sept 19

For BC Hydro:

[Signature]
Date: Sept. 23, 2019

Tabled: 23 Sept 19
Time: 12.01 p.m.

E HSK3 – BCH PROPOSAL (2)

E HSK3 – Time off Banks

Proposal:

Delete language referencing single time bank and clarify time off banks accrual.

Language:

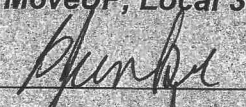
Amend language as follows:

11.10 TIME OFF BANKS (Refer to MOU #50)

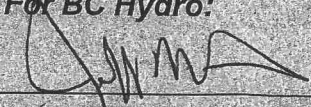
- (a) Banked RWWL days, banked overtime, and unused A.V. from previous years entitlement shall be maintained in time off banks ~~a single time off bank~~, subject to articles 11.01(g)2, and 11.02(d) or 12.05(i).
- (b) Time off banks may accrue ~~may be banked without limit~~. Time off at the employee's 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 banks may only will 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~~

Sign off:

For MoveUP, Local 378:


Date: 23 Sept 19

For BC Hydro:


Date: Sept 23, 2019

Tabled: 23 Sept 19

Time: _____

E HSK5 - BCH PROPOSAL

E HSK5 – Service Credit for Columbia Hydro Constructors

Proposal:

Delete MOU #7, and incorporate amended language into Article 14:

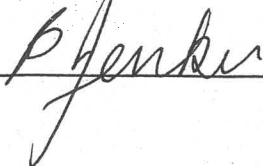
Language:

Incorporate the following language into Article 14, where appropriate:

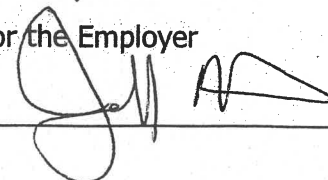
“An employee who transfers to BC Hydro from Columbia Hydro Constructors Ltd. (e.g. direct service, but excluding service with assigned contractors) will receive credit for service in determining their vacation entitlement.”

E&OE
Signed off this 23rd day of September 2019

For the Union



For the Employer



Tabled: 23 Sept 19
Time: 3:31 p.m.

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,

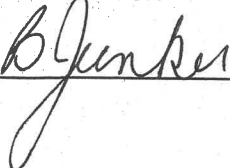
E.R. Peck
Manager, Labour Relations Department
B.C. Hydro and Power Authority

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

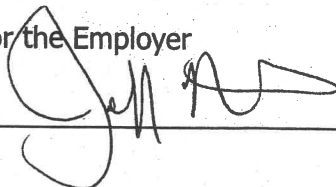
Any other relevant or consequential amendments to other Articles impacted.

E&OE
Signed off this 23rd day of September 2019

For the Union



For the Employer



Tabled: 27 Jan 2020
Time: 2:53 p.m.

E HSK6 - BCH PROPOSAL

E HSK6 – Quality Monitoring Agreement – Restoration Centre

Proposal:

Addition of signed Restoration Centre Quality Monitoring Agreement to the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 66C
RE: QUALITY MONITORING
Restoration Centre


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. Employees, for the purposes of this Memorandum of Understanding, include Restoration Centre Dispatchers and Workleaders. 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 device. 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.

Sign off:

For MoveUP, Local 378:


Date: 27 Jan 2020

For BC Hydro:


Date: Jan 27, 2020

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 information/statistics will be used to:

- Respond to both internal and external investigations, where the validation on the correct dissemination of information and correct application of policies and procedures is required.
- 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 Restoration Centre Dispatchers 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 is 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.

Sign off:

For MoveUP, Local 378:

B. Janku
Date: 27 Jan 2020

For BC Hydro:

[Signature]
Date: Jan. 27, 2020

Business lines in the Restoration Centre 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.

Dated this 19th day of December, 2019.

Original Signed

Barbara Junker
MoveUP, Local 378

Original Signed

Abbas Ladak
B.C. Hydro and Power
Authority

Sign off:

For MoveUP, Local 378:

B Junker
Date: 27 Jan 2020

For BC Hydro:

Date: Jan. 27, 2020

