

LETTER OF UNDERSTANDING

Between

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
(the "Employer")

And:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378
(Operating as MoveUP)
(the "Union")

(referred to collectively as the "Parties")

RE: FLEXIBLE WORK MODEL

WHEREAS:

- A. In March of 2020 BC Hydro deployed a large-scale work from home strategy at the outset of the COVID-19 pandemic to comply with provincial public health restrictions;
- B. The provincial public health restrictions which necessitated large-scale work from home (i.e. physical distancing and office occupancy limits) will be rescinded when BC moves to Step 4 of the BC Restart Plan.
- C. The Employer and the Union are committed to providing employees with flexibility to work from home where business requirements permit once the province moves to Step 4 of the BC Restart Plan.
- D. The Employer has developed a Flexible Work Model that will provide employees the opportunity to work from home, with manager approval, based on their role type and business requirements. Each BC Hydro job will be categorized by the Employer into one of the following role types:
 - a) Field Employees – cannot work from home. Limited work from home may be approved by the manager on an occasional ad hoc basis.
 - b) Resident Employees – work primarily from the office at least 4 days per week. Resident employees are eligible to work from home 1 day per week.
 - c) Hybrid Employees – work from the office at least 2 days per week. Hybrid employees are eligible to work from home up to 3 days per

- week.
- d) Remote Employees – work from home 4+ days per week. Remote employees will be required to work in the office as determined by their manager.
 - E. The Union wishes to support the implementation of the Employer's Flexible Work Model.
 - F. The Employer and the Union recognize that following the introduction of the new Flexible Work Model the Parties need time to review and assess the on-going feasibility of the model.
 - G. The Parties understand that the new Flexible Work Model will not be introduced by the Employer until the provincial government confirms that we will move to Step 4 of the BC Restart Plan.
 - H. Once confirmation is received from the provincial government of movement to Step 4 of the BC Restart Plan the Employer will provide the Union and employees a minimum of three weeks' notice of the transition to the new Flexible Work Model.

The Parties agree as follows:

1. Except as modified by this LOU all other terms of the collective agreement apply to employees participating in the Flexible Work Model.
2. Employee participation in the Flexible Work Model is voluntary and must be agreed to by the employee and their manager. Approval to participate will depend on the role type, the business requirements and the employee's suitability, taking into consideration individual performance.
3. Work from home or telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will telework. This does not include other company locations. The terms work from home and telework are interchangeable.

General

4. Employees participating in the Flexible Work Model will be permitted to work from home in accordance with their role type and the business requirements of their job.
5. Employees participating in the Flexible Work Model will report to their assigned headquarters on days they work in the office unless there is a business requirement to report to a different headquarters, work site or customer location.

6. Employees participating in the Flexible Work Model will be required to establish a new flexible work agreement with their manager. The flexible work agreement will outline expectations. Employees will also be provided with a Hazards Inspection checklist which they must complete.
7. Employees may opt out of the Flexible Work Model and return to the office in their assigned headquarters if preferred. Employees who are not approved to participate in the Flexible Work Model will be required to report to the office in their assigned headquarters.
8. At any time while the Flexible Work Model is in effect employees may opt in, subject to manager approval, or out.
9. If an employee moves into a new job with a different role type than their previous job, the employee's continued participation in the Flexible Work Model will be in accordance with the role type of the new job. The employee will be required to complete a new flexible work agreement with their new manager and the old flexible work agreement will be terminated.
10. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in the Flexible Work Model.

Hours of work and returning to the office

11. Employees participating in the Flexible Work Model will continue to work their normal work schedule on days they work from home. If an employee intends to work outside of their normal working hours (including working overtime or during a break period), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.
12. An employee may be permitted, with pre-approval from their manager, to split their working hours during a work from home day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.
13. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. This includes cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided.

Health & Safety

14. The employee agrees to designate a workspace within their home-that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist them to identify hazards and will be responsible

for completing and returning to their manager a hazard checklist that will be provided.

15. The employee agrees to allow for an audit of the home workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours' notice to the employee prior to the audit.
16. The employee must notify their manager immediately of any job-related accidents that occur in their home.

Costs and Equipment

17. The Employer will not normally incur any additional costs as a result of an employee's participation in the Flexible Work Model.
18. BC Hydro will provide the employee with the IT equipment necessary to complete their job duties including VPN access to facilitate work from home. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).
19. An employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and their home. This includes when an employee is required to return to the office on a day previously identified as a work from home day.

Employee Responsibilities

20. The employee is responsible for securing and protecting BC Hydro's property, documents and confidential information in their home workspace and will be provided with privacy and security information to review prior to commencing work from home.
21. The employee must not conduct in-person meetings at the Telework location.
22. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet their job responsibilities.
23. The employee is expected to maintain the same level of professionalism as in their normal workplace.
24. The employee is responsible for ensuring that their participation in the Flexible Work Model does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.

25. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

Duration

26. The Parties agree this LOU will be in effect until September 30, 2022. There will be an option to renew the LOU in one (1) year intervals. Any such renewal must be in writing and signed by the Parties. For further clarity, a continuation of the terms of this LOU beyond September 30, 2022 will not constitute a renewal of this LOU in the absence of written agreement of the Parties.
27. If at any time during the term of this LOU one of the Parties has concerns about the Flexible Work Model, the Parties agree to meet and discuss the concern(s) with a view to finding a mutually agreeable resolution.
28. At any time during the term of this LOU either Party may provide 60 days written notice to terminate this LOU and revert to the terms of MOU 78 & 85D in the collective agreement.

Agreed to this 6th day of August, 2021, in the City of Vancouver, British Columbia.



Jennifer Cooper-Stephenson
For BC Hydro



Cheryl Popeniuk
For MoveUP

