

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. The Parties agree that the attached terms and conditions form a Memorandum of Agreement, subject to ratification by the Parties' respective principals.
2. It is further agreed that each Party will unanimously recommend acceptance to their respective principals.
3. Unless specifically stated otherwise, all items contained in this Memorandum will become effective on the date of ratification.
4. Except as specifically amended below, all terms and conditions of the Collective Agreement effective from April 1, 2022 through March 31, 2025, 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.
5. The Parties agree that prior to the printing of the renewed collective agreement a comprehensive review will be conducted to ensure that all housekeeping changes have been captured; all masculine and feminine language has been replaced with gender neutral language; and all references to MOU #85 have been updated or deleted in keeping with the agreements set out in this Memorandum.

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 All items discussed by the Parties during the negotiations and not addressed herein will be considered withdrawn on a without prejudice basis.

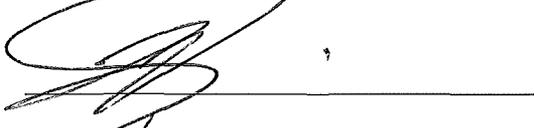
Agreed to this 3rd day of February, 2023, at Burnaby, British Columbia.

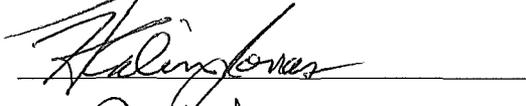
For MOVEUP Local 378:









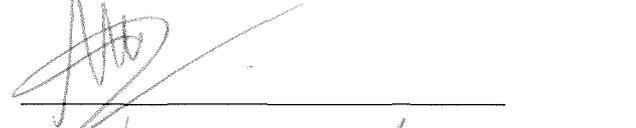




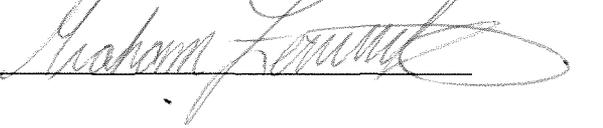
For BC Hydro:







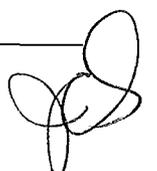












Amend Articles 1.04 and 1.06 as follows (Union Proposal #1):

ARTICLE 1

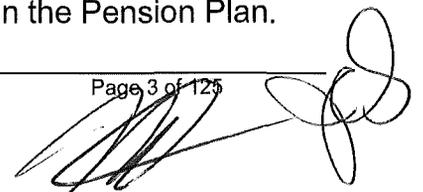
RECOGNITION CLAUSES

- 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 ~~4410~~ 2,120 hours (BC Hydro)/ ~~70~~ 110 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 ~~4410~~ 2,120 hours (BC Hydro)/ ~~70~~ 110 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%).

1.06 **EMPLOYEE DEFINITIONS** (Refer to MOU # ~~85~~89)

- (a) Full-Time Regular (Refer to MOU # ~~85~~89)

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature. New employees will be considered probationary for a period of up to 6 months as provided in Article 7.01. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan.

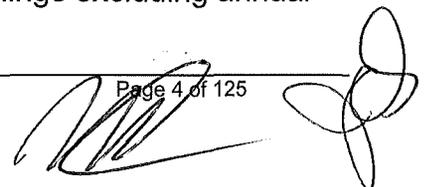


By agreement with the Union, the Employer may hire a temporary employee to fill a position vacated by a regular employee.

It is agreed that the annual hours of work for full time regular employees for the purposes of this Agreement is 1957.5 and that this number shall be used to calculate applicable pro-rated entitlements for part-time and casual employees, unless expressly provided otherwise by this Agreement.

(b) Part-Time Regular (Refer to MOU # ~~85~~89)

1. An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature. New employees will be considered probationary for a period of up to 6 months as provided in Article 7.01.
2. Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 30 hours per week except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status.
 - (i) An assigned regular schedule will be established by the Employer at the time of hire and will be for a minimum period of 2 weeks.
 - (ii) Within an assigned schedule the days worked and the daily/weekly hours may differ.
3. A supervisor may change an established schedule but must provide 2 weeks' notice of any change.
4. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.
5. The employee will participate in Benefit Plans in accordance with Article 10, and in the Pension Plan.
6. Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.
7. Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of bi-weekly earnings excluding annual



vacation, statutory holidays
and RWWL.

8. A part-time regular employee shall not be entitled to Reduced Work Week Leave provisions as provided in Article 11 of the Agreement but will be entitled to 7% of gross bi-weekly earnings paid on a bi-weekly basis in lieu of Reduced Work Week Leave.
9. A part-time regular employee shall progress through the salary scales on the basis of accumulated service at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated service and shall occur effective the first of the month in which the employee accumulates 1957.5 hours calculated by multiplying the employee's straight time hours worked by a factor of 1.17.
10. The Employer shall not hire or use Part-Time Regular Employees to avoid the continuance, creation or filling of positions for or by full-time employees.
11. Notwithstanding paragraph (8) above, where a part-time regular employee is working in a full-time temporary (FTT) position as defined in Article 1.06(c) (1), the employee shall be entitled to leave of absence without pay in lieu of and in an amount equal to the number of RWWL days that would be otherwise earned, in addition to their entitlement under Article 14.03(b).

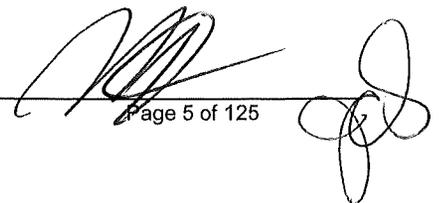
(c) Full-Time Temporary (Refer to MOU # ~~8589~~)

1. Definition

Full-Time Temporary Employee shall mean an employee hired or used to work full-time hours to perform work of a temporary nature in a specific job for a continuous period of 3 years or less, or for an extended period of time with a defined end date mutually agreed upon between the Employer and the Union.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Full-Time Temporary Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

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3. Seniority

Seniority for Full-Time Temporary Employees shall be calculated in accordance with Article 6.04.

4. Salary

Full-Time Temporary Employees shall receive the salary and compensation specified in this Agreement on the same basis as Full-Time Regular Employees. Full-Time Temporary Employees shall be paid a rate based on the appropriate step on the applicable salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

5. Hours of Work

Full-Time Temporary Employees shall be subject to the Hours of Work provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

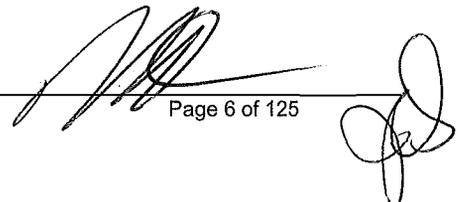
6. Premium Pay

- (i) Full-Time Temporary Employees shall be subject to the Premium Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

- (ii) Full-Time Temporary Employees whose period of employment exceeds one year without any break in service shall thereafter for the duration of their employment as Full-Time Temporary Employees be paid by the Employer a premium in the amount of 5% of gross earnings, paid on a bi-weekly basis, in lieu of any severance pay under this Agreement. The Employer shall not hire or use any Full-Time Temporary Employee for less than the one-year period specified above to avoid the continuance, creation or filling of positions for or by Full-Time Temporary Employees who are subject to this premium. ~~This Clause 1.06(c) 6(b) shall apply only to eligible Full-Time Temporary Employees hired after 15 December 1991.~~

7. Vacations and Vacation Pay

Full-Time Temporary Employees shall be subject to the Vacation and Vacation Pay provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

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8. Sick Leave

Full-Time Temporary Employees shall be subject to the Sick Leave provisions specified in this Agreement on the same basis as Full-Time Regular Employees.

9. Reduced Work Week Leave (RWWL)

Full-Time Temporary Employees shall be entitled to Reduced Work Week Leave (RWWL) pursuant to Clause 11.01(a) on the same basis as Full-Time Regular Employees.

10. Health, Welfare and Benefit Plan Coverage

Full-Time Temporary Employees shall be entitled to full coverage and entitlements with respect to all health, welfare and benefit plan provisions, including Pension, of this Agreement on an equal basis with Full-Time Regular Employees except that dental plan coverage shall not apply until after one year of continuous service.

11. Change in Status

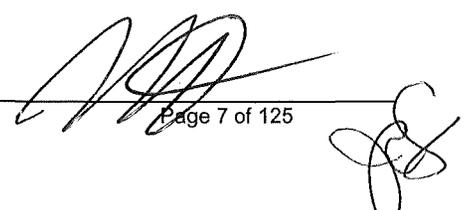
The status of a Full-Time Temporary Employee shall automatically change to that of a Full-Time Regular Employee upon completion of the 3 year, or extended period, referred to in Clause 1.06(c)1 above, and the employee shall retain their current position. See MOU #15, paragraph 4(g) for exceptions.

12. Restrictions on Use of Full-Time Temporary Employees

The Employer shall not hire or use Full-Time Temporary Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees.

13. Notice of Termination - Temporary Employees

Service of temporary employees may be terminated with 2 weeks' notice where the employee has completed 6 months or more of continuous service, or pay-in-lieu of this notice.

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(d) Casual Employees (Refer to MOU # 8589)

1. Definition

A Casual Employee is an employee hired or used on an as-and-when required basis in accordance with the provisions of

this Article. The parties agree that the use of casual employees when required to work full-time should be for days and weeks, not months as detailed in the Giardini arbitration award on the use of casuals dated 19 May 1994. The parties agree that the time limit of "weeks" in this context will refer to 8 weeks or less,

except in exceptional circumstances.

2. Collective Agreement Coverage

This Agreement as it applies to Full-Time Regular Employees shall apply equally to Casual Employees, except as expressly provided otherwise by this Agreement, and then only to the extent so provided.

3. Seniority

Seniority for Casual Employees shall be calculated in accordance with Article 6.06.

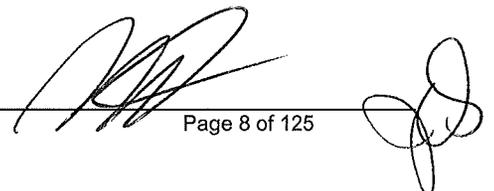
4. Wage and Compensation

Casual Employees shall be compensated for work performed in accordance with the applicable salary scale and shall be paid a rate based on the appropriate step on the salary scale which shall recognize the employee's accumulated service with the Employer in the same or related job.

5. Hours of Work

(i) The hours of work of Casual Employees who work full-time or who temporarily replace full-time employees in accordance with this Article shall be governed by Article 11.

(ii) The hours of work of Casual Employees who work part-time or who temporarily replace part-time employees shall not exceed thirty (30) hours per week.

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6. Premium Pay

Casual Employees shall be subject to the Premium Pay provisions specified in this Agreement.

7. Payments in Lieu

In lieu of Annual Vacation, Reduced Work Week Leave

(RWWL), Paid Holidays, Sick Leave and Health and Welfare, (excluding Pension Plan Benefits), Casual Employees shall be paid 17.58% of gross earnings on a bi-weekly basis.

8. Severance Pay

Casual Employees shall not be entitled to any severance pay pursuant to Clause 9.03.

9. Restrictions on Use of Casual Employees

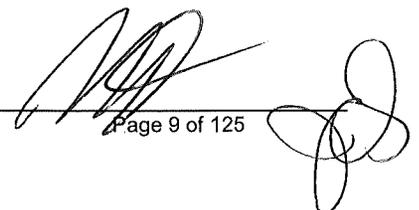
The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees, as the case may be.

10. Accredited Service

Total hours worked while in the employ of the company as a Casual Employee shall be deemed to be accredited service for the purposes of this Agreement. A casual employee who obtains either full-time or part-time employee status under this Agreement shall be credited with all such accredited service.

11. Notice of Termination - Casual Employees

The Employer shall give each casual employee whose employment is terminated one day's notice, or pay-in-lieu.

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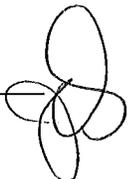
Amend clause 3.11 as follows (Union Proposal #2):

ARTICLE 3

GRIEVANCE PROCEDURE

3.11 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) ~~David McPhillips~~ **Allison Matacheskie**
 - ii) Judi Korbin
 - iii) Colin Taylor
 - iv) ~~John Kinzie~~ **Randy Noonan**
 - v) Ken Saunders
 - vi) Julie Nichols
 - vii) Chris Sullivan
 - viii) **Elaine Doyle**
 - ix) **Gabriel Somjen**
 - x) Or any other arbitrator that may be agreed to by the parties.
- (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.



Amend clause 4.03 and 4.04 as follows (Union Proposal #3):

ARTICLE 4

SALARY SCALES AND ALLOWANCES

4.03 LENGTH-OF-SERVICE INCREASES (Refer to MOU #85)

- (a) Salary advances within the ranges will normally be achieved by reaching the length of service anniversary date. However, such increases may be withheld by the employee's manager based on an assessment of the employee's performance. Where an increase is to be withheld due to inadequate performance the manager will provide one month's notice in writing to the employee affected, the officers of the Union, the appropriate Human Resources Business Partner, and the Manager, Payroll.
- (b) Employees will continue to receive length of service increases while on leave with the exception of long-term disability. Employees who return from long-term disability will be eligible to receive a length of service increase on their next anniversary date.
- (c) Provided that the increased salary will not exceed the maximum of the salary range, salary increases for employees who are eligible shall be granted in the following manner:
 - 1. An employee whose salary is equal to any step of their salary range will have their salary increased to the next higher step in that range.
 - 2. An employee whose salary is between steps of their salary range will have their salary increased by an amount equal to the difference between the two steps between which their salary falls but where the increase would place their salary above the second higher step in the range beyond their salary prior to the application of the increase, their salary will only be increased to the second higher step.

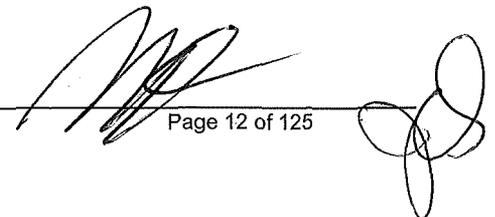
- (d) For the purposes of this article, an employee's anniversary date will be determined as follows:
1. For those employees who enter service ~~or are promoted~~ between the 1st and 15th fifteenth day (inclusive) of any month, the anniversary date will be the first day of that month plus one year.
 2. For those employees who enter service ~~or are promoted~~ between the 16th and last day (inclusive) of any month, the anniversary date will be the first day of the next month plus one year

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

- ~~(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 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.~~
- ~~(c) 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.~~
- (a) Effective April 1, 2022: Increase all rates of pay by a flat rate of \$0.25 per hour and then a 3.24% general wage increase.**
- (b) Effective April 1, 2023: Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA MOU.**
- (c) Effective April 1, 2024: Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU.**

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

Note: The terms of the cost of living adjustments ("COLA") are outlined in Appendix "A" - Memorandum of Understanding as set out below.

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Appendix "A"

Memorandum of Understanding

Re: Cost of Living Adjustments

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out effective April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in article 4 of the collective agreement means the Latest 12-month Average (Index) % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

Bi-Weekly Salary Scales

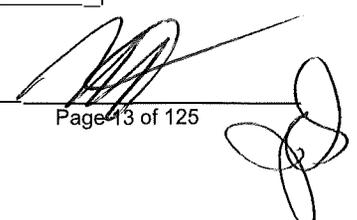
GROUP 4	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2021	\$1,405.27	\$1,499.09	\$1,592.37	\$1,685.09
April 1, 2022	\$1,470.16	\$1,567.02	\$1,663.32	\$1,759.04

GROUP 5	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2021	\$1,546.59	\$1,648.70	\$1,751.89	\$1,854.57
April 1, 2022	\$1,616.06	\$1,721.48	\$1,828.01	\$1,934.02

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2021	\$1,705.52	\$1,789.42	\$1,874.44	\$1,958.89	\$2,043.34
April 1, 2022	\$1,780.14	\$1,866.75	\$1,954.53	\$2,041.72	\$2,128.90

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2021	\$1,883.25	\$1,976.54	\$2,069.82	\$2,164.23	\$2,256.37
April 1, 2022	\$1,963.62	\$2,059.94	\$2,156.24	\$2,253.71	\$2,348.83

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$2,081.41	\$2,160.87	\$2,245.87	\$2,327.01	\$2,410.39	\$2,493.19
April 1, 2022	\$2,168.21	\$2,250.24	\$2,337.99	\$2,421.76	\$2,507.84	\$2,593.33



GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$2,298.32	\$2,387.75	\$2,478.27	\$2,570.41	\$2,662.08	\$2,753.13
April 1, 2022	\$2,392.14	\$2,484.47	\$2,577.92	\$2,673.05	\$2,767.69	\$2,861.69

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$2,536.78	\$2,637.22	\$2,735.46	\$2,838.68	\$2,939.14	\$3,040.69
April 1, 2022	\$2,638.33	\$2,742.02	\$2,843.45	\$2,950.01	\$3,053.73	\$3,158.57

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$2,804.45	\$2,912.64	\$3,024.68	\$3,136.19	\$3,247.70	\$3,359.18
April 1, 2022	\$2,914.67	\$3,026.37	\$3,142.04	\$3,257.16	\$3,372.28	\$3,487.37

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$3,096.99	\$3,217.30	\$3,338.76	\$3,464.03	\$3,587.70	\$3,710.23
April 1, 2022	\$3,216.69	\$3,340.90	\$3,466.29	\$3,595.62	\$3,723.30	\$3,849.80

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$3,421.00	\$3,550.16	\$3,687.07	\$3,823.37	\$3,959.17	\$4,097.71
April 1, 2022	\$3,551.20	\$3,684.54	\$3,825.89	\$3,966.60	\$4,106.80	\$4,249.83

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$3,778.65	\$3,923.82	\$4,074.52	\$4,229.06	\$4,377.53	\$4,528.21
April 1, 2022	\$3,920.44	\$4,070.31	\$4,225.89	\$4,385.44	\$4,538.72	\$4,694.28

Hourly Salary Scales

GROUP 4	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2021	\$18.74	\$19.99	\$21.23	\$22.47
April 1, 2022	\$19.60	\$20.89	\$22.18	\$23.45

GROUP 5	MINIMUM	STEP 1	STEP 2	MAXIMUM
April 1, 2021	\$20.62	\$21.98	\$23.36	\$24.73
April 1, 2022	\$21.55	\$22.95	\$24.37	\$25.79

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2021	\$22.74	\$23.86	\$24.99	\$26.12	\$27.24
April 1, 2022	\$23.74	\$24.89	\$26.06	\$27.22	\$28.39

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
April 1, 2021	\$25.11	\$26.35	\$27.60	\$28.86	\$30.08
April 1, 2022	\$26.18	\$27.47	\$28.75	\$30.05	\$31.32

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$27.75	\$28.81	\$29.94	\$31.03	\$32.14	\$33.24
April 1, 2022	\$28.91	\$30.00	\$31.17	\$32.29	\$33.44	\$34.58

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$30.64	\$31.84	\$33.04	\$34.27	\$35.49	\$36.71
April 1, 2022	\$31.90	\$33.13	\$34.37	\$35.64	\$36.90	\$38.16

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$33.82	\$35.16	\$36.47	\$37.85	\$39.19	\$40.54
April 1, 2022	\$35.18	\$36.56	\$37.91	\$39.33	\$40.72	\$42.11

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$37.39	\$38.84	\$40.33	\$41.82	\$43.30	\$44.79
April 1, 2022	\$38.86	\$40.35	\$41.89	\$43.43	\$44.96	\$46.50

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$41.29	\$42.90	\$44.52	\$46.19	\$47.84	\$49.47
April 1, 2022	\$42.89	\$44.55	\$46.22	\$47.94	\$49.64	\$51.33

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$45.61	\$47.34	\$49.16	\$50.98	\$52.79	\$54.64
April 1, 2022	\$47.35	\$49.13	\$51.01	\$52.89	\$54.76	\$56.66

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
April 1, 2021	\$50.38	\$52.32	\$54.33	\$56.39	\$58.37	\$60.38
April 1, 2022	\$52.27	\$54.27	\$56.35	\$58.47	\$60.52	\$62.59

Amend clause 5.07, 5.09 and 5.10 as follows (Union Proposals # 5 and 6):

ARTICLE 5

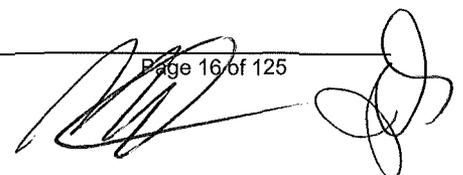
TRAVELING ALLOWANCES, MOVING EXPENSES, AND LIVING EXPENSES

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 ~~\$.55~~ **\$0.68** per kilometer to a maximum of ~~4000~~ **5,000** km **per year**, with ~~\$.49~~ **\$0.62** 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 ~~\$.765~~ **\$0.95** per kilometer to a maximum or ~~4000~~ **5,000** km **per year**, with ~~\$.49~~ **\$0.62** thereafter, ~~in each calendar month~~.
- (ii) The Employer shall provide or pay for any additional parking required for any personal vehicle of any Employee which is used, upon proper authorization, for the business purposes of the Employer.
- (iii) The minimum insurance for employee-owned or leased vehicles used on BC Hydro business shall be \$300 collision deductible, \$100 comprehensive deductible, \$1,000,000 third party liability and underinsured driver coverage. Provided the Employee completes an indemnity agreement holding BC Hydro harmless for any liability to claims arising from accidents which happen while the vehicle is being used for personal reasons, BC Hydro will pay the above collision and comprehensive deductible, and third party liability in excess of

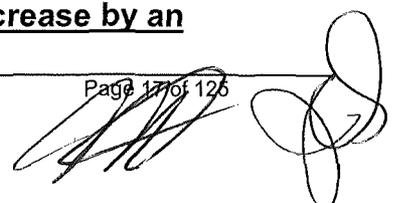


- (iv) the above coverage, in the event of an accident involving a
 - (v) vehicle being used on BC Hydro business.
 - (vi) If an Employee's insurance costs increase due to an accident which occurs while the Employee is using their personal vehicle, upon proper authorization, in the performance of the Employee's duties, the Employer shall pay the full cost of any such increase for the entire period during which any such increase applies, unless it is conclusively established that the Employee was grossly negligent.
 - (vii) In addition to the above, where the Employee has the proper authorization and is required to use their vehicle more than 6 days per calendar month for business purposes, the Employer shall pay the Employee the difference in cost between the Employee's normal vehicle insurance and insurance for business purposes as set out in Clause 5.07(iii) above.
- (b) Where an Employee elects to use their personal vehicle in preference to public transportation, the Employee shall receive an allowance of the flat amount of fare involved plus the amount meals would have cost when traveling by public transportation. Travel time will be paid as though the Employee traveled by public transportation.

5.09

(a) A living out allowance of ~~\$130.00~~ **\$153.00**/day will be paid to employees who would otherwise receive free room and board and who have the Employer's permission to be living out in accommodation not provided by the Employer. Unless the employee is returned to established headquarters or is granted paid travel time and expenses actually incurred as provided in 5.02(j) the living out allowance will not be reduced when an employee is on paid leave of absence such as annual vacation, sick leave, statutory holidays or days in lieu thereof; or for unpaid leave of absence not exceeding five working days; or while the employee is on Workers' Compensation up to the maximum of their unused sick leave allowance. Permission to live out will not be withdrawn except by mutual agreement. Notwithstanding the above, employees who have set up semi-permanent residences at the temporary location (such as mobile home or furnished apartment) will not have their living out allowances reduced when returned to established headquarters at the Employer's expense for periodic assignments or training of two (2) weeks or less.

(b) **Beginning April 1, 2023 the living out allowance shall be increased according to the general wage increases. Effective April 1, 2024 the living out allowance will increase by an**

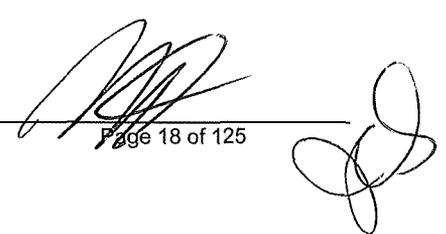


additional \$5.00 and then the applicable percentage of the general wage increase will be applied.

5.10

Except as provided in Article 5.09 above, where the Employer is responsible for board and/or lodging, the employee may elect,

- (a) To be supplied with accommodation which is equipped with cooking facilities and shall receive **a cooking out allowance of \$25.00** ~~per day in lieu of board only; or \$33.00~~ **\$78.00** per day in lieu of board only where it is essential that employees cook for themselves; or
- (b) to submit an expense account in lieu of board only. It is the intent that reimbursement for board only will be based on reasonable meal expenses incurred.
 - i. Employees entitled to reimbursement of all three meals in a day may claim the per diem as set out in the Employer's guidelines without receipts; claims over the per diem amount must be supported by receipts.
 - i. Employees entitled to reimbursement for less than three (3) meals per day, may claim the per diem as set out in the Employer's guidelines per meal incurred without receipts; claims over the per diem per meal must be supported by receipts.
- (c) **Beginning April 1, 2023 the cooking out allowance shall be increased according to the general wage increases.**



Amend Article 6.09 as follows:

ARTICLE 6

SENIORITY

6.09 SERVICE OUTSIDE THE BARGAINING UNIT

- (a) An employee who leaves the Union and subsequently returns shall be treated as a new employee from the date of their return except as otherwise provided in this Agreement.
- (b) Employees excluded under the Labour Relations Code of B.C. and thus required to withdraw from the Union shall be credited with all seniority accrued pursuant to this Article, provided they do not in the meantime become members of another Union. Any such employee shall have the right to exercise such seniority for the purpose of re-entry to the Union bargaining unit.
- (c) Upon a decision by the Parties or the Labour Relations Board that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at their option, may be granted seniority credit for the period of exclusion provided it is approved by the Union and provided the person exercises such option in writing to the Union within 30 calendar days of the date of entry. Seniority achieved under this clause will not be utilized under the lay-off and bumping provisions within the first 12 calendar months from the date of entry and will not be utilized under the job selection or promotional provision within the first 6 calendar months from the date of entry.

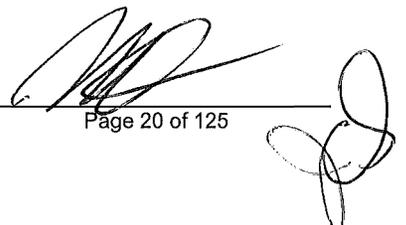
(d) **Recognition of service with Accenture Business Services for Utilities (ABSU)**

BCH recognizes previous BCH and ABSU service and seniority for employees who obtained employment with BCH as a result of the May 1, 2018 repatriation of services from ABSU for the following purposes under the collective agreement:

1. **Article 14 - Annual vacation entitlement.**
2. **Article 7 - Previous BCH and ABSU service and seniority will be recognized for purposes of job posting.**

3. Article 9 - Previous BCH and ABSU service and seniority will be recognized for all purposes associated with Article 9.

BCH will not recognize previous ABSU service for the purpose of benefit entitlement, or the BCH pension plan.

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Amend Article 7.01, 7.10, 7.11 and 7.14 as follows:

ARTICLE 7

EMPLOYMENT, TRANSFER AND TERMINATION

(Also refer to MOU #17)

7.01 **NEW EMPLOYEES** (Refer to MOU # 85)

- (a) All persons commencing Regular or Temporary employment will serve a probationary period of 6 months. The period will start on the date the employee commences work and may be extended by mutual agreement between the Employer and the Union.
- (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.

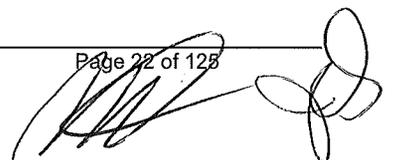
7.10 **JOB POSTING** (Refer to MOU # 85)

- (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.
- (b) Subject to Article 7.12, if a promotion is not made within a department, then the vacant position shall be posted on the company 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.
 - (i) Notwithstanding 7.10(b), applicants to a bulletin to which they have been unsuccessful may be considered for subsequent vacancies for position(s) that were posted on the original bulletin without having to reapply provided that such vacancies occur within 3 months of the date of posting of the

original bulletin. These bulletins will remain posted and applications will continue to be accepted for any subsequent vacancies during the life of the bulletin. The applications will only remain valid provided no further bulletin for these position(s) is posted. These bulletins will apply to the following high turnover Customer Services Jobs in the Lower Mainland and Victoria: Electric Service Coordinator, Design Assistants, Field Service Administrators, Meter Readers, Customer Inquiry Clerks, Credit Services Clerks, and Billing and Information Clerks. Additional classifications may be added by agreement of the Parties.

- (c) The Employer shall acknowledge receipt of each application for a bulletined job vacancy and the applicants in each competition shall be advised of the name of the employee selected to fill the vacancy. A late applicant shall be considered for a bulletined job provided the employee was absent from work due to sickness, vacation, pregnancy leave, parental leave, adoption leave, or away from established headquarters on company business at the time the job was bulletined, and provided their application is received before another person is selected to fill the vacant position.
- (d) Job selections and promotions under the foregoing shall be on the basis of ability (to perform the vacant job) and seniority, in that order. Where the employee who is junior is selected, their ability to perform the vacant job shall be significantly and demonstrably higher than candidates who have greater seniority.
- (e) Ability shall include consideration of the employee's performance on the employee's present job.
- (f) Confidential employees on the Employer's regular staff may also apply for jobs covered by this Agreement but in such instance preference shall be given to members of Local 378 in accordance with this clause.
- (g) Although selection of employees under the foregoing paragraphs shall rest with the Employer, such selection shall be subject to the grievance procedure. The Employer shall ensure that in the exercise of its job selection rights under this article that no discrimination or favoritism affects any particular applicant for a job posting.

It is agreed that the selection criteria for each job with more than 20 incumbents shall be the same, subject to specific emphasis of the job duties of each position.

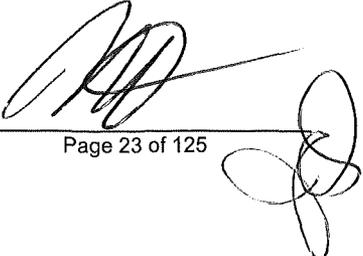
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Where an employee who bids laterally on the same position the employee currently holds does not possess the required educational qualifications, they shall be deemed to possess such qualifications. Where the Employer has established an equivalency for required qualifications, such equivalency shall be applied in a fair and consistent manner. (Also see Memorandum of Understanding # 40).

- (h) The Employer will provide the Union copies of all job bulletins in a timely manner. The Employer will provide the Union with copies of applications for MoveUP job bulletins upon request to the local Personnel Offices. The Employer will provide the Union with the hire letter of successful MoveUP applicants for the Employer job vacancies in the MoveUP jurisdiction.
 - (i) The Employer may use testing to assess the requisite skills and abilities of applicants. Where used, tests must be administered fairly and without bias, and must be relevant to the job. More specifically, all candidates must receive the same questions and be provided with equal time in which to complete the test.
 - (ii) The Employer will have an answer key or guidelines for all tests of a technical nature.
 - (iii) An employee who is given any test for job selection purposes under this Agreement shall have the right to review their test results and all documents relevant to the test, upon request.

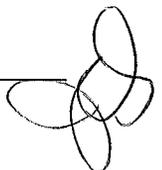
7.11

- (a) Temporary jobs shall be bulletined, excluding those which can be filled within a department, those where the temporary job lasts less than 6 months, or others specifically referred to the Union and mutually agreed. It is the intent of the Parties that such vacancies should be filled by internal promotion where the effective operation of the department permits.
- (b) A regular employee who is selected to fill a Full-Time Temporary position as defined in Clause 1.06(c)1 shall retain their status as a regular employee during such assignment, and shall be covered by all of the terms and conditions of this Agreement which are applicable to regular employees.
- (c) Upon completion of a full-time temporary assignment, a regular employee shall have the right to return to their regular job.
- (d) Deleted Feb. 27, 1999



- (e) Temporary jobs shall be rebulletined if they become permanent in nature, unless otherwise specifically agreed to with the Union. The Employer agrees to provide a listing of all new employees hired under this provision once monthly to the Union.
- (f) Where a regular employee obtains a promotion to a temporary job under this clause which is outside the municipal area or town in which the employee's headquarters is located, the employee shall be provided moving expenses under Article 5.12(c) to relocate to the temporary headquarters and return to their permanent headquarters or relocation headquarters.
- (g) Where a regular Employee obtains a temporary job under this clause which represents a lateral transfer or a demotion, the Employee shall not be entitled to moving expenses, save and except that if the Employee subsequently obtains a regular job at the temporary headquarters or relocation headquarters, moving expenses as per Clause 5.12(c) (which also shall include moving expenses incurred in transferring to the temporary job provided receipts are submitted by the Employee) shall be paid by the Employer provided the Employee qualifies under the terms of Clause 5.12(b)(1) as at date of obtaining such regular job.

7.14 Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the appropriate Personnel Department. Notwithstanding the above, if after 6 weeks from date of notification the employee has not moved to the new job because of a delay ascribable to the Employer, the employee will be paid as if they were in the new position. The Employer will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Employer re-scheduling the date of transfer. ~~Eligibility for length-of-service progression on the new job shall be determined from the date of acceptance for the new job.~~



Welfare Benefits:

Effective January 1, 2023 the Employer agrees to amend Level 1 and 2 coverage as follows:

- Increase paramedical services from \$1,500 to an annual maximum of one thousand seven hundred and fifty dollars (\$1,750) per person per calendar year
 - Increase eye exam reimbursement from \$150 to \$200 per family in any 24 month period
 - Increase orthodontics lifetime maximum from \$2,500 to three thousand dollars (\$3,000.00) per person. Note: orthodontic coverage does not apply to Level 1.
 - Increase hearing aid reimbursement maximum from \$1,000 to \$2,000 over 5 benefit years
 - Increase mental health benefit from \$2,500 to \$2,750 per person per calendar year
- *Note the corresponding benefits in Level 3 will be increased by the same dollar amounts.*

Effective January 1, 2025 the Employer agrees to amend Level 1 and 2 coverage as follows:

- Increase paramedical services from \$1,750 to an annual maximum of two thousand dollars (\$2,000.00) per person per calendar year
- *Note the corresponding benefit in Level 3 will be increased by the same dollar amount.*

Amend Articles 10.01, 10.03 and 10.07 as follows (Union Proposal # 10 and 11):

ARTICLE 10

BENEFIT PLANS

(Refer to MOU #9 and MOU #16)

10.01 MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS

- (a) Employees, with the exception of casuals, shall be covered by the Extended Health Care Plan effective date of hire. Premiums for the Extended Health Care Plan will be paid by the Employer. Participation in the plan is a condition of employment for all new employees; however, employees covered by other medical plans may elect not to be covered by the plan.
- (b) 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 plan dictate otherwise.
- (c) Members of the Union who retire from the Employer's service on pension and who have completed ten (10) years of service may elect to be covered under the Extended Health Care Plan administered for retired BC Hydro employees with the Employer paying premiums as

indicated in this section.

(Note: Further information about the benefits provided to employees and retirees is available on the Employer's intranet, Hydroweb.)

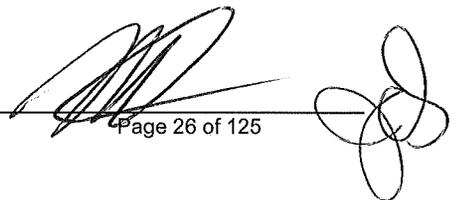
10.03 **DENTAL PLAN** (Also refer to MOU #19) (~~Refer to MOU # 85~~)

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 (**Basic Services**) 95% effective 1 April 2001, Plan B (**Major Services**) 65% effective 1 January 1999, and Plan C (**Orthodontic Services**) (50% co-insurance) with a limit of ~~\$2500 effective 1 April 2001~~ **\$3,000 effective January 1, 2023** 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.

10.07 **DETAILS ABOUT BENEFIT PLANS**

Details about the benefit plans referred to in this Article are provided in the Employer's Benefit Booklet dated ~~28 February 2019~~ **19 August 2021**. It is understood that Level 1, Level 3, and 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.

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Amend Article 11.01, 11.02, 11.04, 11.06 and 11.08 as follows (Union Proposal #16):

ARTICLE 11

WORKING HOURS (Refer to MOU # 8589)

11.01 The hours of work of all employees, except part-time and casual employees (Article 1.06(b) and (d)), and those otherwise specifically mentioned in this Agreement, shall be as follows:

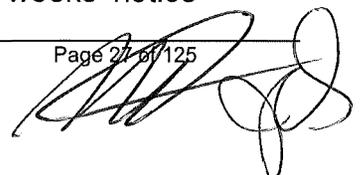
(a) Working Hours

1. The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7 ½ hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35-hour week.
2. Notwithstanding Article 11.01(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 the employee 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.

Temporary employees cannot take RWWL days off in advance of having earned them.

(b) Standards and Authorized Variations

1. "Standard" means the condition specified in the Agreement.
2. "Authorized Variation" means a range of alternatives specified in the agreement, within which range a supervisor may vary from the standard due to operational requirements. The supervisor will provide employees with two weeks' notice



where an authorized variation is to be used.

- (i) To the extent possible, authorized variations will be agreed to between the supervisor and the affected employee(s). Where agreement is not reached, the supervisor's change to an authorized variation will not be arbitrary, discriminatory, or in bad faith, and consideration will be given to an employee's personal circumstances, and, where applicable, to an equitable sharing of preferred and unpreferred hours of work, prior to the change being implemented. It will be the responsibility of the employee(s) to inform their supervisor of the impact of the proposed change to the hours of work.

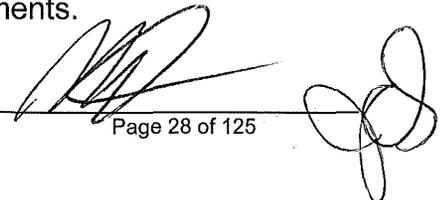
- (c) Work Day
 - 1. 7 1/2 consecutive hours of work, exclusive of lunch period.

- (d) Work Week (Refer to MOU # ~~8589~~)
 - 1. The standard will be Monday through Friday.
 - 2. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, customer accounts, customer telephone enquiries or credit services. ~~All employees of NCS are also covered by this variation.~~ This list may be amended by agreement of the Parties.

- (e) Starting Time
 - 1. The standard starting time will be 08:00.
 - 2. The authorized variation will be a starting time between 06:00 - 10:00.

- (f) Lunch Break
 - 1. The standard will be per current local practice.
 - 2. The authorized variation will be 1/2 hour or one hour.

- (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.

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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 ~~r~~Remaining ~~unscheduled~~ RWWL days will be scheduled by the manager.

Should any days remain unscheduled in an employee's RWWL bank, employees can request to take those days off subject to operational requirements. Such requests will not be unreasonably denied.

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 and staff should discuss the situation to gain a clear understanding of the needs of both the employee(s) and their manager 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.

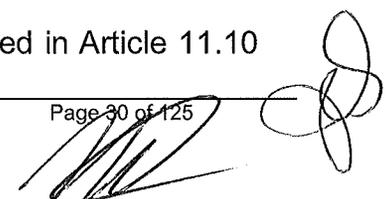
7. Employees on leave of absence without pay for a pay period will not earn RWWL for that pay period.
 8. For those employees on sick leave, long term disability or leave of absence, if the employee received pay from B.C. Hydro for any part of the pay period, the employee earns the RWWL day for that period.
- (h) The Parties will jointly initiate and monitor some "flextime" experiments in agreed units of Hydro's organization, independently of RWWL, during the life of the Agreement.
 - (i) In cases where hours of work must be varied to obey Provincial Fire Regulations, or Forest Management Licensee Requirements, such work as is carried out under these conditions shall be at straight time for the first 7 1/2 hours.
 - (j) Policies and bulletins issued by the RWWL Task Force have been deleted and/or incorporated into the collective agreement where applicable. There is no intent to change the application or principles of the RWWL provisions.

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

Employees may transfer to the time off bank defined in Article 11.10



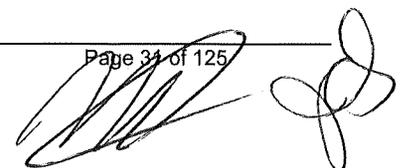
up to 100% of monies earned for working overtime, to be either taken as time off in lieu of wages or paid out, no later than September 30 in the year following the calendar year in which it is earned. Overtime shall be credited to the bank in hours. Overtime banked prior to July 1,

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.

11.04 **OVERTIME, TRAVEL TIME PAYMENTS AND MEAL INTERMISSIONS**
(Refer to MOU # 8589)

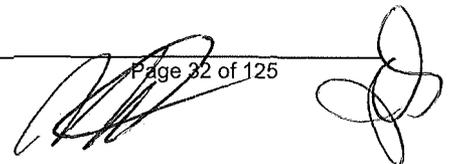
- (a) If an employee is scheduled to work prior to their normal working hours and at their normal work location, traveling time will not apply.
- (b) If an employee is required to work overtime beyond their normal working day at their normal headquarters, no traveling time will be paid.
- (c) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates.
- (d) All overtime worked between the hours of 00:00 and the employee's normal starting time shall be paid for at 200% of straight-time rates.
- (e) Notwithstanding the provisions of Clause 11.04(i), a call-out occurring within a period of 4 hours prior to the commencement of the employee's regular working day or shift will nevertheless require the employee to report at their regular hour and be paid at straight-time rates for their full regular shift.
- (f) Where an employee is required to work less than 2 hours beyond their regular shift, a 1/2 hour unpaid meal period will be allowed.
- (g) An employee will be paid for a 1/2 hour meal period at the prevailing overtime rates, and the Employer will provide a meal or reimburse the employee for reasonable meal expenses incurred:
 - 1. where the actual overtime worked, exclusive of any meal period, is 2 hours or longer before or after the regular day or shift;



2. where an employee is called in and works 4 hours overtime;
3. where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it

is actually taken, will be considered to have been taken immediately after the regular shift.

4. where an employee misses a paid meal period to which the employee is entitled, they shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- (h) Where work is pre-scheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Employer will not be required to provide lunch or pay for meal time if taken.
- (i) An employee who has worked overtime shall return to work, after 8 hours' rest, but only if the employee can do so by the mid-point of their regular shift unless they will report earlier by mutual agreement. Whether or not the employee does report to work, the employee shall nevertheless be paid for the regular shift following the overtime at their normal straight-time rate. However, if their overtime finished at or before 8 hours prior to the mid-point of their regular shift on the day in question, the employee must return to work by the mid-point of their regular shift in order to qualify for full pay for their regular shift. An employee who is called in and reports to work before the expiration of their 8 hours absence shall receive double time (200%) payment for those hours which coincide with the working hours of their normal shift, plus their regular salary for the day.
- (j) Where an employee is required to work unscheduled overtime, the Employer will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:
1. Provided that normal means of transportation is not available.
 2. Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
 3. For purposes of this clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their supervisor during their scheduled shift that the employee will be required to continue working beyond the scheduled quitting time.



11.06 **MINIMUM PAID PERIODS** (Refer to MOU # 8589)

- (a) If an employee is required to remain at the work place to work overtime, the employee will be paid for a minimum of 1/2 hour. Time worked beyond the first 1/2 hour of overtime will be recorded to the next higher quarter (1/4) hour. The applicable clause may be invoked with respect to meal intermissions. If the employee is required to return to their normal work location, aside from a normal meal intermission, or if the employee is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever traveling time is applicable. An employee scheduled to work on their scheduled day off (e.g. RWWL day) will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in traveling to and from their normal work location.
- (b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time the employee leaves their residence. One-half hour at the prevailing rate shall be allowed an employee to reach their living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift the minimum call-out provision will not apply.

11.08 **STANDBY ARRANGEMENTS: RESTORATION CENTRE, HYDROLOGY, AND TECHNICAL SERVICES, AND DAM SAFETY, CUSTOMER CONTACT CENTRE, FIELD SAFETY, DISTRIBUTION DESIGN, DIGITAL COMMUNICATIONS, COMMUNITY RELATIONS, CUSTOMER METERING (EV OPERATIONS), LINE FIELD OPS - FIELD SERVICES ADMINISTRATORS**

(Refer to MOU # 85 MOU #92)

- (a) An employee scheduled on standby, 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.
- (b) 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.

(c) No employee will be compelled to accept standby on 2 consecutive weeks, weekends or on 2 consecutive holiday weekends.

(d) **Employees on standby are required to be:**

1. **fit for duty; and**
2. **readily available to report for work; and**
3. **have access to equipment and connectivity necessary to perform their work.**

(e) ~~For Hydrology and Technical Services—~~

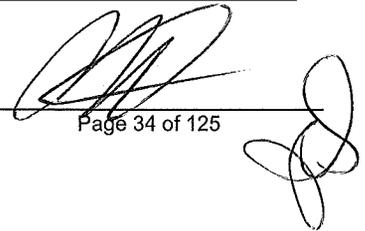
1. On all weekends outside of the storm season (storm season is October – February), and on all weekdays throughout the year (with the exception of statutory holidays that fall on weekdays), standby duty is only to be used under exceptional circumstances.
2. Exceptional circumstances are defined as meteorological 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.

(f) **Digital Communications and Community Relations:**

1. **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.**
2. **Monitoring should be performed, on average, twice per hour.**
3. **Monitoring will be for a 15-hour period commencing at 07:00 ending at 22:00.**

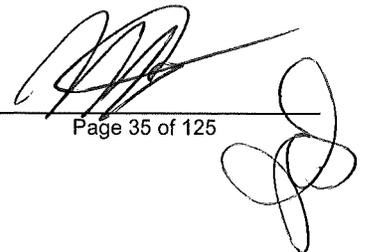
(g) **Customer Metering (EV Operations):**

1. **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.**
2. **Monitoring should be performed, on average, twice per hour.**
3. **Monitoring will be for a 15-hour period commencing at 07:00 ending at 22:00.**



(h) Payment for monitoring from 07:00 to 22:00 as outlined in (f) and (g) above will be compensated at overtime rates as follows:

<u>Mon-Fri</u>	<u>15 minutes overtime</u>
<u>Saturday & Sunday</u>	<u>30 minutes overtime</u>
<u>Statutory Holidays</u>	<u>30 minutes overtime</u>

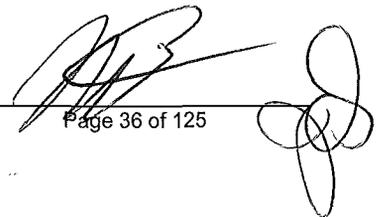
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Amend Article 12 as follows:

ARTICLE 12
SHIFT WORK

(Refer to MOU # 85B for Customer Care Shift Work, **89 Hours of Work and Scheduling for Customer Contact Centre Shift Employees and MOU #91 Re: Restoration Centre Shift Trades**)

- 12.01 The Employer's various operations have required and may continue to require shift work.
- 12.02 (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.
- 12.03 Should an employee's position become a shift position, the employee will have the option to either:



(Refer to MOU # ~~8985B~~ for Customer Care Shift Work)

- (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.

12.04 The working hours for shift workers shall be in accordance with Article 11.01 with the following exceptions:

(a) Work Day

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

(b) 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) Statutory Holidays

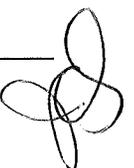
In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for ~~12~~ 13 days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

(d) 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.

(e) Shift Premiums

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 hourly rate for all hours of a specific shift that fall outside the day shift except that a shift premium equal to 12% of their 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 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 12% premium and the remainder of the shift attracts the 6.7% premium.

(f) 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.

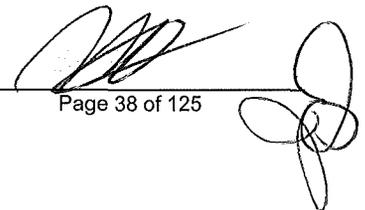
(g) Overtime Payments-Shift Workers

1. All time worked in excess of the hours stated in (a) 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 Article 12.04(g) 1, 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.

(h) 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 the Employer.

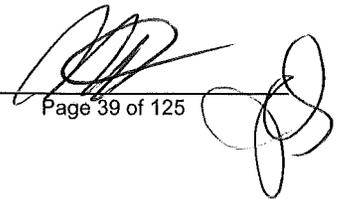
(i) **Notice Of Relief**

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 their shift. Where no employee voluntarily accepts such a shift change, the Employer will direct an employee to change their 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.

(j) **Shift Handover – Restoration Centre**

The Employer and the Union recognize that an employee may need to work beyond their regularly scheduled shift to ensure adequate handover to an employee coming on shift. Adequate handover requires the departing Dispatcher to remain after their regularly scheduled shift to brief the arriving Dispatcher about on-going calls.

Employees will receive 4% of their straight time wages for the additional work associated with shift handover.



Amend Article 13.01(a) as follows (Union Proposal #17):

ARTICLE 13

STATUTORY HOLIDAYS

13.01 (a) For the purposes of this Agreement, the following is acknowledged as statutory holidays:

New Year's Day
Family Day

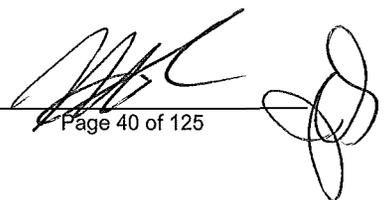
B.C. Day
Labour Day

National Day for Truth and Reconciliation

Good Friday
Easter Monday
Victoria Day
Canada Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

or days in lieu of these listed holidays and any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia.

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Amend Article 14.04, 14.19 and add a new 14.20 as follows:

ARTICLE 14

VACATIONS AND LEAVES OF ABSENCE

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 their vacation entitlements, at the rate of 6%, 6.4%, 8%, 10% or 12% of their previous year's earnings, whichever is the greater. Adjustments arising out of the percentage application will be made after the employee has completed their vacation for the calendar year, and will be calculated using only regular earnings, time bank usage or cash out, and overtime.

14.19 **DOMESTIC AND SEXUAL VIOLENCE LEAVE**

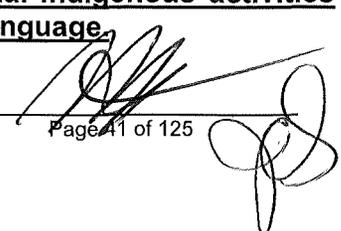
In accordance with the Employment Standards Act, when an employee, or an eligible person with respect to an employee, experiences domestic and sexual violence, the employee is entitled upon request, during each calendar year, to:

- (a) Up to ~~three (3)~~ **five (5)** days of leave with pay; and,
- (b) up to an additional ~~seven (7)~~ **five (5)** 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.

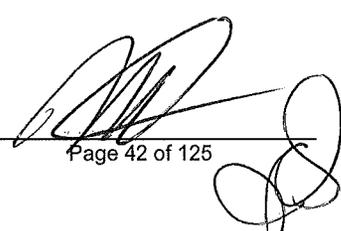
Notwithstanding the above, in the event that further legislation comes into force regarding domestic and sexual violence leave that applies to the Employer, the Employer will provide such leave consistent with the legislation and the Employer will not be required to provide leave with or without pay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

14.20 INDIGENOUS CULTURAL LEAVE

- (a) **Indigenous employees are entitled to up to two (2) days leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**



- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

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Amend Article 15 as follows (Union Proposal #20):

ARTICLE 15

SICK LEAVE AND LONG TERM DISABILITY (LTD)

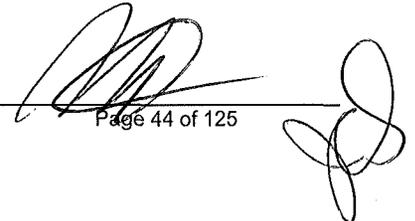
(Refer to MOU #6, #36 and #39)

15.03 CURRENT SICK LEAVE ALLOWANCES (Refer to MOU #19)

- (a) All employees ~~(except casual employees and those hired for vacation relief)~~ who incur an injury or illness are entitled to and shall receive paid sick leave as hereinafter provided except when such an injury or illness is covered and compensated by Workers' Compensation Board payments. Eligible employees **(except casual employees)** are provided with sick leave at full pay for a total of 105 calendar days off within a continuous 26 week period, after which they qualify for benefits under the LTD plan. **This sick leave amount is inclusive of the period of leave described in Article 15.03(b).** The employee shall report or cause to have reported to his/her supervisor the injury or illness which required his/her absence as soon as may be reasonably possible.
- (1) Full time temporary employees will not be granted paid sick leave during the first 3 months of service, but at the end of 3 continuous months of service will become entitled to sick leave and LTD benefits as outlined.
- (b) **In accordance with the BC Employment Standards Act, all employees that have been employed with the Employer for ninety (90) consecutive calendar days shall be entitled to up to 5 days of paid sick leave and 3 days of unpaid sick leave per calendar year. This leave must not be taken as partial days and does not have to be taken consecutively.**
- (1) **Casual employees will be granted paid sick leave after the first ninety (90) calendar days of employment as described in (b) above.**
- (c) ~~Vacation relief employees will not be granted paid sick leave during the first 4 months of service, but at the end of 4 continuous months of service will become entitled to sick leave and LTD benefits as outlined above.~~
- (d) An employee may use sick leave entitlements for time lost through accidental injuries, other than WCB claims. Should an employee who is in receipt of paid sick leave benefits as a result of accidental injuries be



successful in a claim for damages against a third party in connection with such accidental injuries, and should that settlement or award of damages include monies for lost wages, the Employer shall be reimbursed the full amount of sick leave benefits, net of legal fees attributable to that portion of the settlement or damages representing lost wages, but not more than those received as a result of the absence from work. Upon receipt of such monies, the Employer will ensure that the employee's current sick leave entitlement is no less than what it would be had the employee not taken sick leave on account of the injury.

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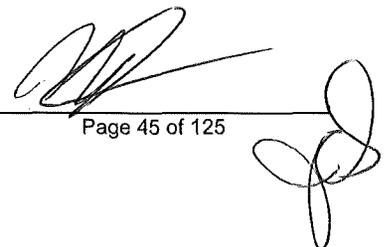
Amend Article 25 as follows (Union Proposal #23):

ARTICLE 25

CHILD CARE REIMBURSEMENT

(Refer to MOU # 85)

25.01 Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to ~~\$25~~ **\$50** per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this clause.

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Amend Article 27 as follows (Union Proposal #24):

ARTICLE 27

DURATION

27.01 DURATION

This Agreement shall be binding and remain in full force for the period from and including April 1, 2019~~22~~ to and including March 31, 2022~~25~~.

27.02 NOTICE TO BARGAIN

Either party may at any time within four (4) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

27.03 AGREEMENT TO CONTINUE IN FORCE

- (a) After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.
- (b) Exclusion Of Operation: Section 50(2) L.R.C.
The Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.



Amend Article 28 as follows:

ARTICLE 28

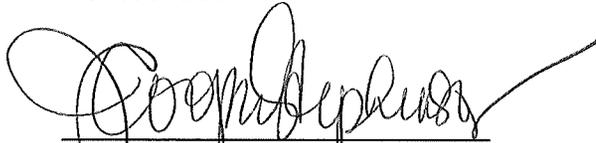
MEMORANDA OF UNDERSTANDING - AGREEMENT

- (a) The following memoranda attached to this Agreement are included in and form part of the Agreement as long as each memorandum is effective:
- (b) WHEREVER the singular ~~or masculine~~ is used in this Agreement, the same shall be construed as meaning the plural ~~or the feminine~~ where the context or the Parties hereto so require.
- (c) IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands through their respective officers on the 3rd day of February 2023 ~~10th day of March, 2020~~.

CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION, LOCAL 378

BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY

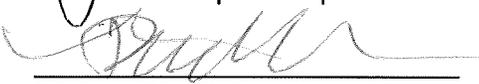
Mike Novak



Jennifer Cooper-Stephenson



Rysa Kronebusch



Mandy Dhatt-Sandhu

Javed Saheb

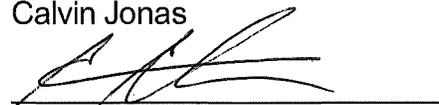


Abbas Ladak

Calvin Jonas



Dave Graves

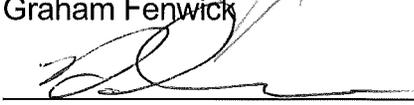


Anderson Charles



Graham Fenwick

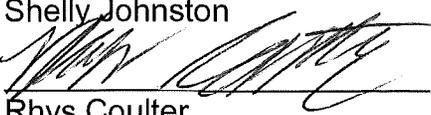
Kelly Cammack



Daren Sanders

Shelly Johnston

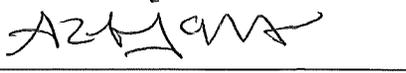
Jason Shak



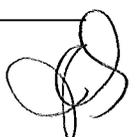
Rhys Coulter



Vance Gerlib



Ashish Rajora



Amend MOU #24 as follows:

**MEMORANDUM OF UNDERSTANDING # 24
RE: TRAINING SITUATIONS**

1. INTRODUCTION

Normally, an employee receives their training and experience by being promoted through a series of established jobs for which separate and distinct job descriptions exist. The employee's progression from one job to another will occur when an opening exists and management determines that the employee is capable of performing the duties and responsibilities of the higher rated job.

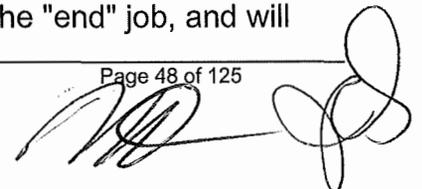
In some situations, however, an employee is advanced through a series of progressively higher grouped jobs between which job evaluation can discover no significant difference in the duties, responsibilities and job demands. These jobs were created to allow employees to be trained for a specific job which the employee will eventually occupy, an "end" job. Under the old job evaluation system, separate job descriptions and job groups were established with relatively minor distinctions to create and deal with this type of training situation.

Minor differences in duties, responsibilities and job demands which previously resulted in different job ratings or job groupings may not be recognized under the new plan. Under these circumstances, the result will be that single job description describing the "end" job will be produced to cover all jobs in the present multi-level job structure.

When the need for a "Training Situation" is identified, Management will define the duties and responsibilities of the "end" job. A job description will be prepared for the "end" job only. This will be evaluated by the Job Evaluation Section (and will be subject to appeal as in all other job evaluation situations). Selections to training situations will be in accordance with Article 7.10 of the Collective Agreement and will include an assessment of the applicant's ability to perform the "end" job.

2. DEVELOPING A TRAINING SCALE

- (a) The time span of the training scale leading from the start rate to Minimum of the "end" job will be the number of months (rounded to the nearest six months) of elapsed time to acquire the requisite knowledge and skills under the Previous Practical Experience (PPE) factor as determined in evaluating the "end" job.
- (b) The start rate will be determined by subtracting the number of years elapsed time under PPE from the job group of the "end" job, and will



be the Minimum of the resulting job group salary scale.

(Example: "End" job Group 9
 Elapsed time PPE 24 months
 $9 - 2 = \text{Group 7 Minimum start rate}$)

However, where the rounded elapsed time PPE involves a half-year period, the start rate will be Step 1 of the appropriate salary scale.

(Example: Group 9 "end" job
 30 months elapsed time off
 $\text{start rate} = 9 - 2 \frac{1}{2} = 6 \frac{1}{2}$
 $= \text{Group 6, Step 1}$)

- (c) The training scale will be constructed by dividing the dollar difference between the "end" job minimum and the start rate by the number of 6 month periods contained in the training period established in (a) above. The first such increment shall be the six month step, the second the 12 month step, etc., until the salary steps reach the Minimum of the "end" job salary scale.

3. PROGRESSION THROUGH THE SCALE

- (a) A trainee who enters the scale at the start rate will, subject to satisfactory performance, advance to each subsequent training salary step at 6 month intervals based on their date of appointment to the training scale. Upon completion of the training, the employee will be placed at the Step 2 of the "end" job salary scale. The employee will then be subject to progression within the salary range established for this job group in accordance with the Collective Agreement.

~~Note: the following is an example based on February 1, 2019 bi-weekly rates of the Design Tech Trainee Salary Scale which is a 24 month program.~~

~~Start: Group 8, Min
 End: Group 10,
 Step 2~~

Effective	Start	6 Mo	12 Mo	18 Mo	24 Mo
February 1, 2019	\$1,961.36	\$2,115.44	\$2,269.52	\$2,423.60	\$2,577.69
April 1, 2019	\$2,000.59	\$2,157.75	\$2,314.91	\$2,472.07	\$2,629.24
April 1, 2020	\$2,040.60	\$2,200.91	\$2,361.22	\$2,521.53	\$2,681.82

<u>April 1, 2021</u>	<u>\$2,081.41</u>	<u>\$2,244.92</u>	<u>\$2,408.43</u>	<u>\$2,571.94</u>	<u>\$2,735.46</u>
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- (b) An internal applicant whose salary is greater than the trainee start rate shall retain their existing salary and their salary will be red-circled until such time that the trainee salary scale exceeds their salary at which time they will be placed on the trainee salary scale and their salary will progress as per 3(a) above. They shall continue to receive general wage increases while their salary is red-circled. If upon graduation their salary exceeds the graduation rate (Step 2 of the end job group) they shall be placed on the closest higher step of the end job group.
- (i) Subsequent salary progression will be in accordance with normal length-of-service increases, with the employee's length-of-service date determined based upon the date they reach the end rate of the training scale.
 - (ii) A full time temporary employee who returns to their base position after their temporary opportunity in the trainee program is finished is eligible for any Length of Service increases they may have missed while in the trainee program.
 - (iii) Employees who successfully bid into a full time regular position after completing the trainee program through temporary positions will enter the full time regular position at step 2 of the salary scale.
- (c) If a person having suitable experience is appointed to a training situation, management may place them in any training step judged to be appropriate to their applicable experience.
- (d) It is the intent of the Parties that employees should not remain on training scales for an indefinite period of time. To this end, any case in which a trainee is judged to be incapable of being trained to perform the end job in a satisfactory manner will be handled according to its merits.

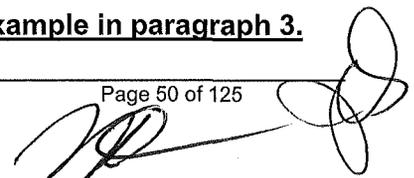
S.J. Benson
Labour Relations Supervisor.
B.C. Hydro and Power Authority

F.M. deMoor
Business Representative
MoveUP

1984-01-19
DATE

This MOU was amended 29 January 2016 to reflect the Union's change of name from COPE 378 to MoveUP. Amended April 15, 2020

Amended February 3, 2023 to remove Design Technician Trainee example in paragraph 3.



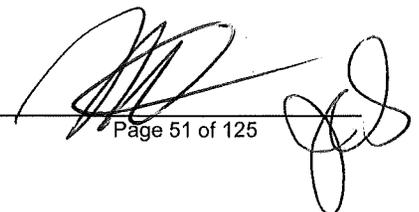
Delete MOU #33:

~~MEMORANDUM OF UNDERSTANDING # 33
(Previously Letter of Understanding # 33)
RE: PAY EQUITY~~

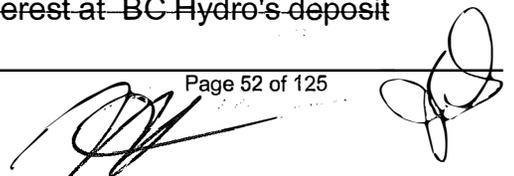
~~(Refer to Art. 2 and MOU #48)~~

~~With respect to the above subject matter, the Parties agree to develop and implement Pay Equity as follows:~~

- ~~1. For the purpose of this Letter of Understanding, it is agreed that "Pay Equity" shall be defined to mean "equal pay for work of equal value", regardless of gender.~~
- ~~2. Using a gender neutral, Pay Equity proven job evaluation system, implement Pay Equity valid job group levels and salaries within the MoveUP bargaining unit.~~
- ~~3. A Joint Pay Equity Working Committee ("Committee") will be formed to review and adjust as required the Province of British Columbia/BCGEU job evaluation plan for the purpose of developing the BC Hydro/MoveUP job evaluation plan ("Plan") which is to be used to implement Pay Equity within the MoveUP bargaining unit. If the Committee determines that the Province of British Columbia/BCGEU plan and any modifications that may have been agreed to will not be effective in terms of achieving Pay Equity, the Committee may recommend alternatives to the Parties.~~
- ~~4. The mandate of the Committee is as follows:
 - ~~a) Review and adjust the Plan in the following areas:
 - ~~• the job evaluation criteria to be used for BC Hydro's MoveUP affiliated jobs~~
 - ~~• the points given for each criteria score~~~~
 - ~~b) Carry out the evaluation of the benchmark jobs identified in Appendix A using the Plan for BC Hydro's MoveUP affiliated jobs. The Committee may add to or delete from the benchmarks identified in Appendix A as appropriate.~~
 - ~~c) Establish point bands to correspond to BC Hydro's MoveUP affiliated job group levels and incorporate them into the Plan.~~
 - ~~d) Recommend an implementation schedule for Pay Equity salary adjustments within the funding and timing framework as set out in points 7 and 8 below. It is agreed that priority in implementation will be given to job groups 2 through 7.~~~~



- ~~5. The Committee will consist of 2 representatives from each Party. The Committee may call upon jointly agreed external resources as required for technical information. The Employer shall approve and pay for reasonable time off work for the Union's representatives to attend each meeting of the Committee, to a maximum of 7/12 hours per day, per person, with a total maximum of paid time off for Union Committee representatives restricted to 60 person days. Time off beyond this total maximum shall be billed to the Union. Meeting space, equipment supplies and technical advisors required by the Committee shall also be paid by the Employer. The Committee shall be struck no later than 30 days following ratification of the renewal of the Collective Agreement, and shall conclude their mandate as established in point 4 above no later than six (1) months from the date of commencement of the Committee.~~
- ~~6. Should the representatives of the Parties be unable to reach agreement at any point in exercising their mandate as defined in point (4), the following steps shall be taken to resolve the impasse:~~
- ~~(i) The issue in dispute shall be identified in writing by the Committee, with the respective positions of the Committee members on the matter clearly articulated. This information shall be forwarded to the Parties, who shall meet not later than 7 calendar days following receipt of the information, for discussion and resolution.~~
- ~~(ii) Following discussion between the Parties, and failing resolution, the matter may be referred to an arbitrator (to be named) for an expedited hearing. Each Party is permitted no more than (to be defined) pages of written material in support of their position on the matter. Hearings on each matter are to be no longer than one day, with each Party allowed a maximum of four hours of presentation. The arbitrator shall adopt the position of one Party or the other, and their decision shall be binding. The arbitrator shall issue their decision within 7 calendar days of the hearing date.~~
- ~~7. Upon conclusion of the Committee's mandate as outlined in point (4), the Employer shall review all valid encumbered jobs in the MoveUP bargaining unit using the Plan. Pay Equity salary adjustments will be effective 1 April 1995. Salary adjustments due to Pay Equity made subsequent to this date will be retroactive to this date. Upon completion of job review and necessary salary adjustments, Pay Equity implementation shall be completed.~~
- ~~8. Beginning April 1, 1993 BC Hydro will allocate 1 % of total MoveUP annual salary (i.e. total straight time earnings as at 31 March 1993) to be used to effect Pay Equity salary adjustments. This same amount will be allocated each year thereafter for the same purpose until all BC Hydro's MoveUP affiliated jobs have been evaluated and necessary Pay Equity salary adjustments have been completed. BC Hydro will maintain a record of amounts allocated for this purpose and will credit such amounts with an annual rate of interest at BC Hydro's deposit~~



~~account rate. The cost of interim salary scale adjustments, as attached~~

~~in Appendix B, shall also be drawn from this funding. On completion of the necessary Pay Equity salary adjustments, allocated funds which are not used shall remain with the Employer.~~

- ~~9. Upgroupings in salary as a result of changes in job groupings arising out of this Letter of Understanding will result in placement of the salary in the new job group at the same relative position occupied in the previous job group. Downgroupings will be treated as per Article 7.03(a) 6.~~
- ~~10. Job Classification Appeals which had been filed prior to the agreement date of the renewal of the Collective Agreement will be processed under the terms of Article 2 as set out in the 1991-93 Collective Agreement between the Parties. No new Classification Appeals will be accepted after the date of renewal of the Collective Agreement.~~
- ~~11. BC Hydro will use the Plan for the ongoing management and maintenance of job group levels and new job evaluations within the MoveUP bargaining unit. To this end, the Parties agree to replace the Classification System with the Plan as defined above with respect to the administration, application, and operation of Article 2 of the current BC Hydro/MoveUP Collective Agreement. Following implementation of the Plan, the Parties agree to meet annually to review the operation of the Plan and discuss concerns with respect to Plan application and integrity.~~
- ~~12. This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.~~
- ~~13. This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.~~

Signed at _____, B.C. this _____ day of _____, 19

D. Percifield M. Corrigan

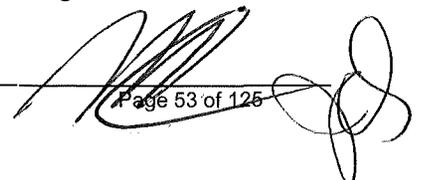
Senior Business Representative
MoveUP

Labour Relations Officer
B.C. Hydro

1994-10-17
Date

[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.



Amend MOU #44 as follows:

MEMORANDUM OF UNDERSTANDING # 44 RE:

RESPECTFUL WORKPLACES

1. BC Hydro and MoveUP, (the “Parties”) are committed to providing a workplace that maximizes each employee’s contribution to the success of the corporation to the greatest extent possible. The purpose of this Memorandum is to promote respectful behaviour and to prevent disrespectful behaviour within BC Hydro’s workplace wherever possible.
2. Employees are responsible for conducting themselves within the spirit and intent of this Memorandum and for contributing to a workplace free of harassment and disrespectful behaviour.
3. Managers will foster in their areas a working environment where harassment and other disrespectful behaviours as defined in this memorandum are not tolerated, and will take timely action whenever they have knowledge of these behaviours.
4. BC Hydro is committed to providing tools and training to employees and managers to provide them with information, tools and processes for resolving issues that arise under this memorandum.
5. Retaliation against an individual for making a complaint or participating in a resolution process under this Memorandum is prohibited. Such retaliation shall be considered a form of harassment and shall be dealt with through this Memorandum.
6. The parties to this Memorandum agree to handle matters arising within it under the strictest confidentiality.

7. Definitions

(a) Respectful Workplace Behaviour:

- Respectful behaviour is being considerate and compassionate of others; it also includes treating others with dignity and respect while communicating openly and honestly.
- Respectful behaviour in the workplace is work-focused, professional and in

keeping with BC Hydro's Core Values and BC Hydro's Respectful Workplace Policy.

- Respectful Workplace Behaviour includes legitimate performance management or disciplinary conversations between managers and their employees. It also includes changes to the work, duties, or working conditions, setting workload and deadlines, and work evaluation.
- All BC Hydro employees, contractors and managers are expected to exhibit respectful workplace behaviour in the course of performing their duties for or on behalf of BC Hydro.

(b) BC Hydro Workplace:

- A "BC Hydro Workplace" includes any offices, plants, stations, or other physical facilities where work is performed by BC Hydro employees or contractors.
- It also may include any place where there is a link between work performed by BC Hydro employees, or on behalf of BC Hydro, and an employee or contractor's activities.

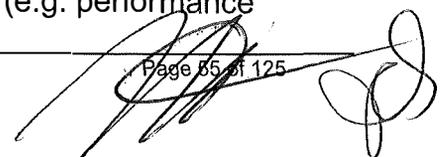
(c) Disrespectful Workplace Behaviour:

- Disrespectful Workplace Behaviour can be viewed as the opposite of Respectful Workplace Behaviour. There are four types of disrespectful behaviour that are unacceptable in BC Hydro's workplaces:

(i) Personal Harassment (including bullying): Conduct or comment, which a reasonable person would consider to be:

- Objectionable;
- Directed towards a specific person or group;
- Serves no legitimate work purpose, and;
- Has the effect of creating an intimidating, humiliating or offensive workplace.

This does not include actions taken in good faith while exercising managerial/supervisory rights and responsibilities (e.g. performance



reviews and performance management).

Personal harassment (including bullying) may occur during one incident or over a series of incidents. Some actions may not be considered harassment unless repeated.

(ii) **Sexual Harassment:** Unwelcome conduct or comment of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences. Conduct of a sexual nature includes, but is not limited to:

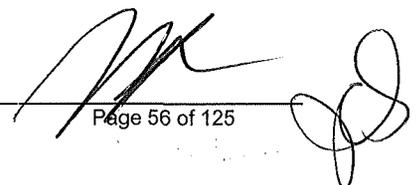
- Sexual or physical assault;
- Propositions in exchange for workplace favours;
- Derogatory or degrading remarks of a sexual nature or regarding gender or sexual orientation;
- Sexist jokes causing embarrassment or offence told or carried out after the joker has been advised that they are embarrassing or offensive, or that by their nature, would be understood by a reasonable person to be embarrassing or offensive;
- Unwelcome sexual flirtations, advances or propositions, sexually suggestive or obscene comments or gestures, leering;
- Other like behaviour.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(iii) **Workplace Violence:** The attempted or actual exercise by a person of physical force within the context of work so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.” (refer to OSH Standard 802)

(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:

- **Indigenous Identity**
- 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 a part of, or a form of, Discrimination when based on a ground listed above.

(d) Whether or not conduct is seen as “disrespectful” will depend on the circumstances of each case. In most cases, the complainant must expressly reject the conduct or object to the conduct in order to complain about it. In other cases, it will be sufficient if the individual engaging in the behaviour knows or ought to have known that the conduct is unwelcome

8. Resolution Procedures

Employees who believe they are experiencing disrespectful conduct directed towards them or another colleague have a number of options to assist in resolving the matter.

(a) *Employee Self-Help Resources*

- i) **Employee-to-Employee:** Employees who believe they are experiencing disrespectful conduct should first, where possible, discuss the matter directly with the employee(s) involved.

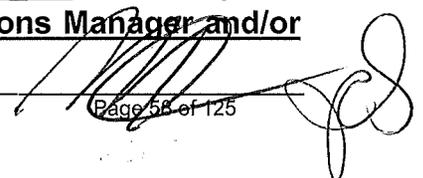
- ii) Employee-to-Manager: Employees who believe they are experiencing disrespectful conduct but are not comfortable

dealing with the employee(s) directly should raise the matter with their manager. If the employee believes they are experiencing disrespectful conduct with their manager, they should raise it to their manager's superior. If the employee believes they are experiencing disrespectful conduct with a manager other than their own they should raise it to their manager. In any case, an employee may alternatively raise it to their area's Human Resources Business Partner (HRBP). Employees who are not comfortable in raising their concern with their manager or HRBP may consult with a Union representative for guidance.

- iii) Respectful Workplace Coordinator: Employees may also consult with BC Hydro's Respectful Workplace Coordinator at any point in the process. Participation in any of services offered by the Respectful Workplace Coordinator is voluntary for all employees. First-time consultations will be kept confidential unless the matter is escalated to BC Hydro management or unless the same employee(s) to an issue request assistance of the Respectful Workplace Coordinator a second time.

(b) Internal Investigations

- (i) Employees who believe that they have been subjected to disrespectful behaviour are encouraged to resolve the issue. This may be by speaking with the person(s) first or requesting help from a manager, HRBP, Union Representative, or Respectful Workplace Coordinator. In the alternative, employees may request an Internal Investigation into the matter by contacting the Respectful Workplace Coordinator.
- (ii) An Internal Investigation will also occur without the need for a request by an employee if a manager becomes aware of potential disrespectful behaviour as defined in this Memorandum.
- (iii) The purpose of an Internal Investigation is to determine whether or not there has been a violation of Section 7 (c) (Disrespectful Workplace Behaviour) of this Memorandum. Ideally employees and manager will use "Self Help Resources" (Section 8(a)) to find a resolution to the issue.
- (iv) The Respectful Workplace Coordinator **or delegate** will notify the ~~Manager – Employee Relations~~ **Employee Relations Manager and/or**



delegate and the appropriate HR Team Lead of the request or need for an Internal Investigation. Employee Relations will notify the appropriate MoveUP Union Representative(s) of the matter prior to the commencement of an investigation.

- (v) The appropriate HR Team Lead will designate an HRBP who will conduct the Internal Investigation and will determine appropriate resources or support people in gathering information and evidence. The manager(s) responsible for the area(s) involved will be informed of the investigation.
 - (vi) Upon completion of the investigation, the HRBP will write a detailed report of their findings identifying whether or not there has been a violation of Section 7 (c) (Disrespectful Workplace Behaviour) of this Memorandum, and send a copy of this report in the strictest of confidence to the HR Team Lead, the Respectful Workplace Coordinator **or delegate**, the ~~Manager—Employee Relations~~ **Employee Relations Manager and/or delegate** and the MoveUP Union Representative(s) involved in the investigation. **The report may be further distributed on an as needed basis and by mutual agreement of the Union and BC Hydro.**
 - (vii) The HRBP and a manager will meet with each of the Complainant(s) and Respondent(s) along with their Representatives to advise them of the findings and implications, both verbally and in writing via a letter summarizing the findings of the investigation. The Complainant(s) and Respondent(s) will not receive a copy of the full report.
 - ~~(viii) Following the investigation, the Respectful Workplace Coordinator will debrief individually with the Complainant(s) and Respondent(s) along with their Representatives to consider further options for understanding and/or resolution.~~
- (c) *External Review and Investigation*
- (i) If one or more employees involved in an Internal Investigation disagree with the findings of the HRBP, they may file a request for an External Review within ten (10) days of receiving the written results of the Internal Investigation.
 - (ii) BC Hydro may forego an Internal Investigation and ask an External Complaint Officer to conduct an External Investigation into the matter.

An External Review is a review of the evidence and the Internal Investigation results. An External Investigation is an investigation conducted by a non-BC Hydro employee. Both are conducted by an External Complaint Officer. In both cases the Respectful Workplace Coordinator or delegate must be contacted to request an External Investigation of Review. Where this matter involves a unionized employee, BC Hydro will consult with the appropriate MoveUP Union Representative(s) prior to selecting the External Complaint Officer.

- (iii) When an External Review takes place, the External Complaint Officer will:
- Review all documents made during the Internal Investigation;
 - Meet once with each participant in the Internal Investigation to hear their evidence;
 - Meet with additional witnesses if they decide it is required;
 - Not be confined to reviewing the findings of the Internal Investigation;
 - Conduct further investigation as they deem appropriate; and
 - Determine whether or not the findings of the Internal Investigations are supported by the evidence collected.
- (iv) In both an External Review or Investigation the External Complaint Officer will issue a report of their findings to the CHRO, ~~Manager—Employee Relations~~ Employee Relations Manager and/or delegate, the Vice-President(s) for the area, the R Team Lead(s) for the area(s) involved in the matter, the Respectful Workplace Coordinator or delegate, and Union Representative(s) involved in the investigation. **The report may be further distributed on an as needed basis and by mutual agreement of the Union and BC Hydro.**
- (v) The HRBP and a manager will meet with each of the Complainant(s) and Respondent(s) along with their Representatives to advise them of the findings and implications, both verbally and in writing via a letter summarizing the findings of the investigation. The Complainant(s) and Respondent(s) will not receive a copy of the full report.
- (vi) ~~The Respectful Workplace Coordinator will debrief with the~~

~~Complainant(s) and Respondent(s) to understand the findings and consider further options for understanding and/or resolution.~~

(d) *Issue Resolution*

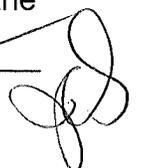
- (i) Following the completion of any investigation or review, the manager(s) for the area(s) involved in a Respectful Workplace matter will meet with the **area HRBP, and if appropriate, the HR Team Lead and Respectful Workplace Coordinator or delegate** and the appropriate HR Team Lead to review the needs of the work groups affected by the findings and to put into place any steps that must be taken to ensure that the area is productive and free of disrespectful behaviour in the future. Where this matter involves a MoveUP member, BC Hydro will consult with the appropriate Union Representative(s) prior to making this decision.
- (ii) If appropriate, the Respectful Workplace Coordinator **or delegate**, Manager, Supervisor and/or HRBP will meet with the Complainant(s), Respondent(s) and their Representatives together when working towards resolving an issue.

If there are findings that Section 7(c) (Disrespectful Workplace Behaviour) of this Memorandum was violated by one or more individuals, the HRBP and manager, in conjunction with Employee Relations and the HR Team Lead, will determine an appropriate remedy. Where this matter involves a Unionized employee, BC Hydro will consult with the appropriate MoveUP Union Representative(s) prior to making this decision.

(e) *Issue Follow-up*

- (i) Within six months following the conclusion of an Internal Investigation, External Review or External Investigation, the Respectful Workplace Coordinator **or delegate** will contact the Manager / Supervisor (s) responsible for the area(s) where the issue arose and the Union Representatives involved in the matter, and will follow up on the outcome of the report and the current state of the workplace subject to investigation. The Respectful Workplace Coordinator **or delegate** will document this conversation and provide a summary to the HR Team Lead and the ~~Manager – Employee Relations~~ **Employee Relations Manager and/or delegate.**

9. The Respectful Workplace Coordinator **or delegate** will supply BC Hydro and the



Union with a report of all first time cases and investigations every six months listing the number of employees and the types of cases.

10. This Memorandum of Understanding is deemed to be incorporated into the Collective Agreement between the Employer and the Union.

Signed at Vancouver, B.C. this 20th day of July 2015.

Originally Signed by:

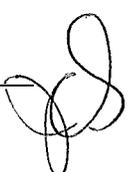
Nanette Moller-Hansen
British Columbia Hydro & Power

Barbara Junker
MoveUP

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

Amended April 24, 2020 **to include Gender Identity or Expression**

Amended November 4, 2022 to include Indigenous Identity and other housekeeping changes.



Effective April 1, 2023 delete MOU #55 as follows:

~~MEMORANDUM OF UNDERSTANDING #55 Re: GAINSHARING~~
~~Fiscal 2020 to 2022~~

~~The Employer agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2020 to March 31, 2022. The objective of the Gainsharing Program is to establish an incentive framework that will focus 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:~~

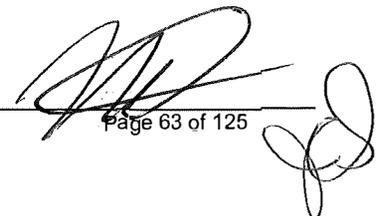
- ~~• The Gainsharing Program will provide a maximum potential value of five percent (5%) to each eligible employee based on that employee's salary (including temporary promotion pay and floor rates) paid in the fiscal year.~~
- ~~• The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by the Employer.~~

~~Other Considerations~~

- ~~• 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.~~

~~Amended April 24, 2020~~



Add a new MOU #55A as follows:

MEMORANDUM OF UNDERSTANDING #55A
Re: ELIMINATION OF GAINSHARING PROGRAM

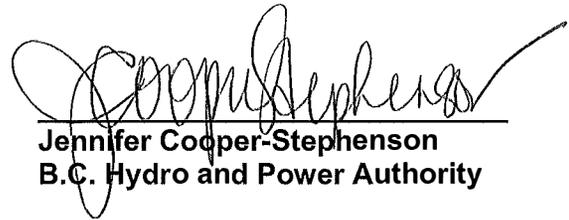
The Parties hereby agree as follows:

1. **The Employer and the Union agree to delete the Gainsharing Program set out in MOU #55 of the collective agreement following the conclusion of the 2023 fiscal year.**
2. **The fiscal 2023 Gainsharing Payment will be the final payment made to employees under the program.**
3. **MOU #55 will be deleted from the collective agreement effective April 1, 2023, the start of the 2024 fiscal year.**
4. **All employees will receive a one-time wage adjustment of 3.12%, effective April 1, 2023 (start of the 2024 fiscal year).**
5. **The Parties acknowledge that the 2023 Gainsharing Payment will be made in June 2023 for performance in the 2023 fiscal year, the final year of the program.**
6. **At the time of printing the 2022-2025 collective agreement, MOU #55 will be deleted and this MOU included in its place.**

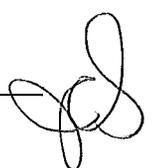
Dated this 3rd day of February, 2023.



Mike Novak
MoveUP, Local 378



Jennifer Cooper-Stephenson
B.C. Hydro and Power Authority



Amend MOU #66 as follows:

MEMORANDUM OF UNDERSTANDING #66
(previously LOA # 6)
Re: ~~CALL MONITORING FOR CALL CENTRES~~

~~The purpose of call monitoring is to ensure consistency among Call Centres and Agents, in terms of the correct dissemination of information, the application of established policies and procedures and the delivery of service to our customers.~~

~~Business calls may be randomly monitored and recorded from a remote location, a local observation point or by means of a recording device. BC Hydro 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. The Company 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.~~

~~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 Labor Relations Board of BC or any of its successors.~~

~~Monitoring and work-related statistics will be used to~~

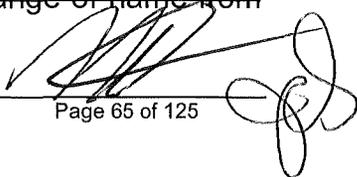
- ~~— Provide the Company with information needed to determine the level of service to customers and to establish staff requirements,~~
- ~~— Enhance the ability of managers, workleaders and Call Centre Agents to work cooperatively in providing high quality work; and~~
- ~~— Complement employee training and development.~~

~~Business lines in the Call Centres will be equipped to enable quality monitoring of calls related to the Authority'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.~~

~~Signed on June 15, 2000 _____ Signed on June 12, 2000~~

~~Tracey Armatage _____ Sheila Banks
BC Hydro _____ MoveUP~~

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



Amend MOU #66B as follows:

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.~~

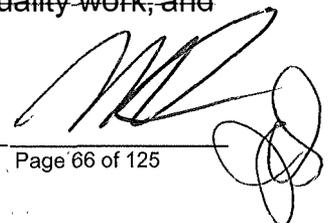
~~Quality monitoring includes (i) the recording of business related telephone calls between employees and customers or a client representative, (ii) the capturing of computer screen images directly associated with a business process related to the employee's job description and (iii) post service call 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 devise. 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:~~

- ~~- 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.~~

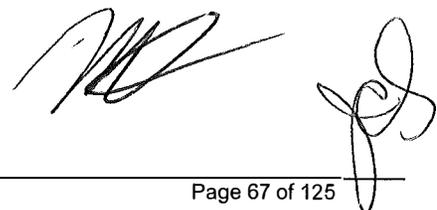
~~Dated this 29 day of November, 2018.~~

Original Signed

Barbara Junker
MoveUP, Local 378

Original Signed

Abbas Ladak
B.C. Hydro and Power
Authority



Amend MOU #66C as follows:

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.

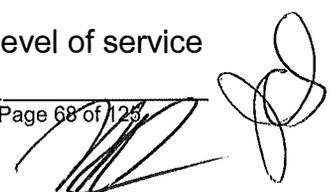
Quality monitoring includes (i) the recording of business related telephone calls or electronic correspondence between employees and customers or a client representative, (ii) the capturing of computer screen images directly associated with a business process related to the employee's job description and (iii) ~~post-service call surveys~~ conducted after interactions with the customer. ~~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.~~ **As of the date of the renewal of this MOU, the following BC Hydro groups are participating in quality monitoring under the terms of this MOU: Contact Centre and Billing Operations; Express Connect Centres; and the Restoration Centre.**

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 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~~employees 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 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 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 ~~u~~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.

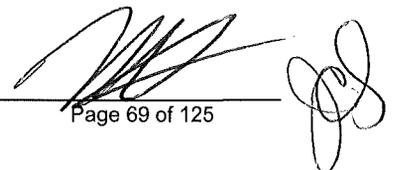
Original Signed

Barbara Junker
MoveUP, Local 378

Amended February 3, 2023

Original Signed

Abbas Ladak
B.C. Hydro and Power
Authority



Amend MOU #73 as follows:

MEMORANDUM OF UNDERSTANDING #73
- Graduate Technician and Technologist Trainees (GTTs)
and Design Technician Trainees (DTTs)

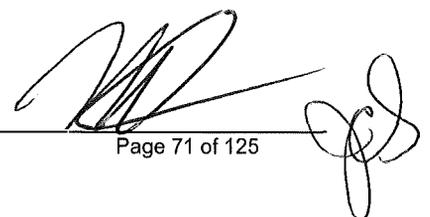
BC Hydro and MoveUP agree that this memorandum of understanding sets out the procedure whereby graduates of technological institutes may be hired by BC Hydro as "Graduate Technologist Trainees" (GTTs) **or applicants who meet the educational musts may be hired as "Design Technician Trainees" (DTTs)** for the purpose of ultimately filling Technologist **and Design Technician jobs** upon the satisfactory completion of a prescribed period of on-the-job training.

~~This MOU replaces MOU#14 for the Technologists-in-Training job streams, MOU#60 for the Engineering Graduate Technologist Trainees, MOU# 62 for the Customer Projects and Installations (CP&I) Graduate Technologist Trainees, MOU#63 for the Transmission Maintenance Graduate Technologist Trainees, and the proposed MOU for Apparatus Testing Graduate Technologist Trainees. MOU#61 (Protection & Control GTT) is no longer active, as these positions moved to the IBEW bargaining unit.~~

The Parties therefore agree to the following:

1. Each year, BC Hydro will determine its GTT **and/or DTT** stream requirements and number of vacancies in each Business Group. The Parties shall then agree on the number of GTTs **and/or DTTs** to be hired in each stream in the current year. Agreement shall not be unreasonably withheld.
2. Regular GTT **and DTT** stream vacancies in designated departments are subject to the bulletining procedure within the Collective Agreement.
 - a. Upon agreement between the Parties on the number of GTTs **and/or DTTs** to be hired in each stream in the current year per point #1 above, such vacancies shall be bulletined and preference shall be given to qualified MoveUP members currently on BC Hydro's staff.
 - b. All internal applicants will be interviewed to assist those who may lack some of the necessary qualifications to determine what courses are required to enable them to qualify for the GTT **or DTT** stream program.
 - c. BC Hydro will establish the standard entry level criteria, acceptability of internal applicants to qualify for a GTT **or DTT** stream vacancy and determine the training requirements for each GTT **or DTT** stream vacancy. The training requirements will be linked to the increasing range of duties and responsibilities to be performed as a GTT **or DTT** progresses through the range of each GTT **or DTT** stream. BC Hydro will provide financial assistance, in accordance with Article 20 (Training) of the MoveUP Agreement and BC Hydro policy.

3. Each year BC Hydro will determine the appropriate Market Rate at which newly hired GTTs **and DTTs** will start within each stream.
4. Coincident with the establishment of new start rates and/or a revision to the main salary scales, the salary scales shall be amended in accordance with the following:
 - (a) Group 10 End Job – Engineering GTTs, Transmission Maintenance GTTs **and Design Technician Trainees (DTTs)**
 - (i) **Start Rate** - Market Rate as set by BC Hydro on a year-to-year basis.
End Rate - Group 10, Step 4 **2**.
 - (ii) Scales will be constructed by creating four 6-month steps. The steps up the salary scale will be determined by subtracting the start rate from the end rate and distributing the dollar difference to each of the 4 steps in equal increments.
 - (iii) All Engineering GTTs and Transmission Maintenance GTTs **and DTTs** will progress, subject to satisfactory performance, at 6-month intervals over a period of 24 months, ending at Step 4 **2** of the Group 10 salary scale and shall then progress to Step 2 **3** of the Group 10 salary scale upon the completion of 36 months. Progression through the range shall not be unreasonably withheld.
 - (iv) Employees who complete their training shall have their length-of-service date determined based upon the date they reach the 24-month step.
 - (b) Group 11 End Job – Design GTTs and Apparatus Testing GTTs
 - (i) **Start Rate** - Market Rate as set by BC Hydro on a year-to-year basis.
End Rate - Group 11, step 1
 - (ii) A salary scale shall be constructed by creating four 1 year steps. Step increments up the salary scale shall be determined as follows:
 - (iii) Design GTTs and Apparatus Testing GTTs will reach the equivalent of Group 11, Step 1 upon the completion of 48 months in the program. Step rates will be determined by subtracting the Start rate from the Group 11, Step 1 rate and applying the difference in 4 equal increments.
 - (iv) Each year, subject to satisfactory performance in the requirements per point #2(c) above, Design GTTs and Apparatus Testing GTTs will progress to the next step in the range. Progression through the range shall not be unreasonably withheld.

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5. **GTTs and DTTs** may be:

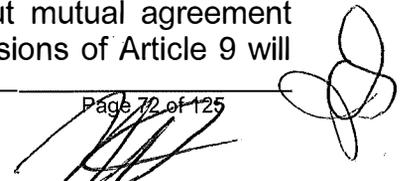
- a. assigned to a headquarters for the duration of the program
- b. required to change headquarters and relocate a maximum of once per year;
- c. required to carry out temporary rotations to other locations/departments;
- d. required to carry out temporary field and/or out of town work assignments.

6. **Engineering GTTs**

Candidates hired into Engineering GTT vacancies will be designated into specific departments at the time of hire and will be awarded a Group 10 job in that department subject to successful completion of the training program. Failure to complete the program will result in de-selection from the regular position.

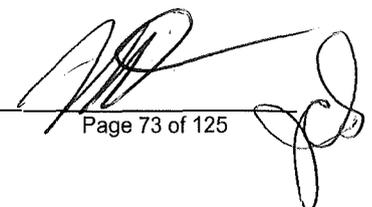
7. **Design, Transmission Maintenance and Apparatus Testing GTTs and Design Technician Trainees (DTTs)**

- a. Regular Technologist and Technician vacancies will be bulletined according to the collective agreement as they arise. Design GTTs **and DTTs**, Transmission Maintenance and Apparatus Testing GTTs will be required to bid into regular positions to secure an end job. GTTs **and DTTs** may bid after completing the first year of the ~~GTT~~ **their training** program. GTTs **and DTTs** selected to these bulletins will be required to successfully complete the remainder of their respective ~~GTT~~ **training** program prior to being awarded the Technologist **or Technician** designation. Failure to complete the program will result in de-selection from the regular position.
- b. GTTs who are unsuccessful in bidding on a Technologist regular vacancy by the time they complete their program shall be placed by management into any Technologist vacancy not successfully filled through the bulletin process.
- c. **DTTs who are unsuccessful in bidding on a Technician regular vacancy by the time they complete their program shall be placed by management into any vacancy not successfully filled through the bulletin process.**
- d. The Parties recognize that this process has caused a holding period in the past where there is no vacancy in which to place a GTT **or DTT**. While recognizing that a "Grads in Holding" situation may occur, the Parties will do their utmost to ensure that GTTs **or DTTs** are placed in a regular vacancy upon completion of their program.
- e. "Grads in Holding" may be maintained in their trainee location for a maximum of one (1) year, or as extended by mutual agreement. At the end of this holding period, "Grads in Holding" may not remain in their end training location beyond one year following graduation from the program without mutual agreement between the Parties. At the end of this period, the provisions of Article 9 will



apply.

8. The Union and the Employer each agree to appoint one (1) representative from each of the four program areas to a committee to be known as the Graduate Technologists **and/or Design Technician** Trainees Committee. In addition to these eight participants, the Union and Employer may also appoint one (1) additional representative to provide guidance to the committee. The Chairperson for each meeting shall alternate between a representative of the Union and a representative of management. The GTT **and/or DTT** Committee will meet at least twice per year and at any other times the Committee deems necessary. It shall be the purpose of this Committee to oversee GTT programs and their application. It may also establish GTT **and DTT** sub- committees for individual ~~GTT~~ **training** programs where there are enough trainees to warrant additional oversight within a particular program.
 - a. The committee in consultation with line management will be responsible for establishing all components of the program contents and measures for progression at regular intervals, including:
 - i) confirmation that the skills, knowledge, and ability requirements set for each ~~GTT~~ **trainee** are comparable and appropriate;
 - ii) confirmation of the evaluation of individual ~~GTT's~~ **trainee's** performance with respect to the aforementioned requirements and progression from step-to-step;
 - iii) identifying appropriate steps to correct deficiencies (e.g. additional educational needs, on the job work assignments, and projects.);
 - iv) being advised of removal from the program of any employee who fails to demonstrate satisfactory progress, and;
 - v) determination of location and timing of employee development moves. The committee shall take into consideration:
 - (1) employee development needs and personal circumstances;
 - (2) BC Hydro's requirements.
 - b. When the GTT **and/or DTT** Committee determines that it is necessary to establish a sub-committee for a particular GTT **and/or DTT** training program as per paragraph 8, the Committee may delegate any of the responsibilities in 8(a) to the sub- committee. Participation on the sub-committee will be determined by MoveUP and BC Hydro.
9. Disputes over the application of this memorandum shall be resolved between the Parties.



Signed this 5th day of December, 2008 at Vancouver, BC.

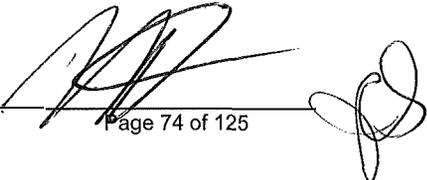
Signed by

For BC Hydro
Christopher Hallamore

For MoveUP
Barbara Junker

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

Amended February 3, 2023 to include Design Technician Trainees.



Amend MOU #83 as follows:

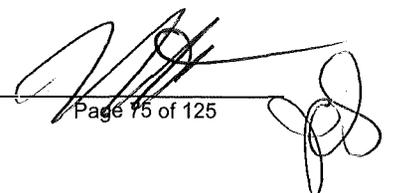
MEMORANDUM OF UNDERSTANDING #83

RE: TOUR GUIDES AND TOUR GUIDE WORK LEADERS IN VISITOR CENTRES

Tour Guides and Tour Guide Work Leaders represent BC Hydro in Visitor Centres currently located at Stave Falls, Peace Canyon, Bennett Dam and Revelstoke. The parties recognize Tour Guide Work Leaders and Tour Guides are a unique group of seasonal Full Time Temporary (FTT) and Casual employees who require increased flexibility due to personal schedules and variable Visitor Centre operating hours. As such, the parties agree to the following terms for these employees:

Full Time Temporary Staff

1. Tour Guide Work Leaders (TGL's) will be typically filled by FTT staff for the season.
2. A work day of any consecutive 7.5 hours, exclusive of lunch period, may be schedule between 8:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates.
3. A work week shall consist of 37.5 hours, consisting of five days, Tuesday through Saturday except at the beginning and end of the season during which the work week will be Monday through Friday in accordance with the pre-set schedule.
4. The Employer will post TGL schedules in advance for the entire season.
5. Days worked in excess of five days in a work week will be compensated at overtime rates. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with article 11.04.
6. A TGL may change a scheduled workday up to three times per season with the consent of management and subject to operations requirements. For example, an employee may request to move a Saturday shift to a Monday.
7. Shift changes made at the request of the employee will not be subject to overtime premiums.
8. The Employer may change an employee's scheduled work day up to two times per season. For example, request an employee to move a Saturday shift to a Monday.
9. TGL's who are required to work on Sundays and statutory holidays shall be paid at time and one-half (150%) for those days.



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 unreasonable denied. **Hiring rates for new employees will be determined in accordance with Article 7.02 of the Collective Agreement with the exception of TGLs and Tour Guides who will be rehired under the following guidelines:**

(a) **To be eligible for rehire salary progression, employee must have completed a minimum two month contract and worked until the end of the contract.**

(b) **To recognize the varied duration of the season for the individual Visitor Centres;**

i. **Stave Falls – upon completion of one season, employee will be rehired into the next higher whole step than their previous step**

ii. **GMS and Revelstoke – upon completion of two seasons, employee will be rehired into the next higher whole step than their previous step**

(c) **In the event of a missed season(s) to a maximum of two years, employee will be rehired into the step at which they left.**

(d) **In the event of a missed season(s) greater than two years, employee will be rehired at the minimum of the job group.**

11. Schedules will be set and start times may vary with location and in accordance with Article 11.01(b) and (e).

12. Eligible TGL's will continue to receive gainsharing in accordance with the Collective Agreement.

Casual Staff

13. Tour Guides (TG's) will typically be filled by casual staff and hired for a season. The employer will make best efforts to schedule casual staff in accordance with their requests at time of hire. However, it is understood that there are no guaranteed minimum hours or days of work per week.

14. A work day of any consecutive minimum 4 hours and maximum 7.5 hours, exclusive of lunch period, may be scheduled between 8:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day will be compensated at overtime rates. Employees scheduled to work outside of the 8:00 to 22:00 shift will incur a shift premium equal to 6.7% of the average

hourly rate.

15. A work period will be up to a maximum of 75 hours in a bi-weekly period and employees shall be granted two consecutive days off twice during that period. It is not the intent of the parties for managers to unilaterally schedule 10 days straight for casual staff.
16. Any hours worked in excess of 7.5 in a day will be compensated at overtime rates and, in addition, any time worked in excess of 75 hours in a bi-weekly period will be compensated at overtime rates.
17. The Employer will request employee preferences for schedules and will make every effort to schedule in accordance with these preferences. The Employer will make every effort to post the schedule two weeks in advance for the next month, but at a minimum, the Employer will post schedules two weeks in advance for two weeks.
18. TG's who are required to work on statutory holidays shall be paid at time and one-half (150%) for those days.
19. Employees may trade shifts with the prior approval of management provided they do not exceed the 75 hour maximum in the bi-weekly period. It is understood that if an employee shift impacts the scheduled consecutive days off requirement then no penalty will be imposed on the Employer.
20. *Extra Shift Call Out* –
 - a. A call out list will be established at the start of the season and will be based on seniority. Once established, it will be used for call outs and updates after each filled shift – once an employee accepts a shift, they will be moved to the bottom of the call out list. If the employee declines the shift, they will remain where they are on the list for the next opportunity.
 - b. If an extra shift becomes available, employees on the top of the list who have not reached 75 hours over the bi-weekly period will be offered the shift and paid at straight time.
 - c. If no employee volunteers for the shift, the shift will be directed by reverse seniority at straight time rates.
 - d. If all employees on the list have reached 75 hours in the bi-weekly period then an overtime shift becomes available, it will be offered to employees on the list by seniority as calculated at the start of the season. If no employee volunteers for the overtime shift, it will be directed by reverse seniority. It is the intent that overtime, if available, will be granted equitably to employees on the list.
 - e. An employee may elect to remove themselves from the extra shift call out list for the entire season at the start of the season. In that case. The employee will not be offered extra shifts, will not be directed to work extra shifts nor will be offered overtime, if applicable as outlined above.

- f. In the event two or more employees have the same seniority date, the employee identification number (IDN) will determine seniority for the purposes of extra shift and overtime call out.
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 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.~~
22. In lieu of Sunday premiums and gainsharing, casual TG's will receive and end of contract stipend based on \$200.00 per month worked. In order to be eligible for this stipend, TG's must have a minimum two onth contract and must work until the end of the contract. This stipend will be calculated for each employee and is payable within one month of the employee's contract end date. The number of months worked will be calculated based on the start and end date of the contract and will be rounded to the nearest whole month. For example, a contract term of May 5th to August 17th will attract a four month stipend.
23. If changes are planned or made to the Visitor Centre operations that would impact the application of this MOU, the Union and Employer will discuss what changes, if any, are required to this MOU to accommodate the operational changes.

Laura Mills
Employee Relations
BC Hydro

Karen Rockwell
Union Representative
MoveUP

Signed December 5, 2014

This MOU was amended 06 September 2016 to reflect the Union's change of name from COPE 378 to MoveUP

Amended April 24, 2020

Amended November 4, 2022

Amended February 3, 2023

The Parties agree to amend MOU #85 as follows:

Memorandum of Understanding 85

Between:

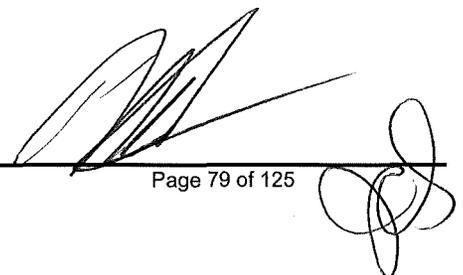
B.C. HYDRO & POWER AUTHORITY ("BCH")

And:

MoveUP

**(Canadian Office and Professional Employees Union, Local 378) (the
"Union")**

- Memorandum of Agreement (pages 258-267) – Delete
- MOU 85A (pages 268-275) – Delete
- MOU 85B (pages 276-282) – Amend and add a new MOU #89
- MOU 85C (pages 283-284) – Delete
- MOU 85D (pages 285-290) – Delete
- MOU 85 Wage scales (pages 291-293) – Transition to BCH wage scale as per new MOU #85G
- MOAs A & B re Labour Stability/Essential Service Designation (pages 294-299) – Delete
- MOU Re: Contingent Labour (pages 300-302) – Retain and extend to March 31, 2025
- MOU 85E (page 303) – Retain and extend to March 31, 2025
- MOU 85F (pages 304-306) – Retain and extend to March 31, 2025

Handwritten signatures in black ink, appearing to be from two different individuals, located at the bottom right of the page.

Delete MOU 85 as follows:

Memorandum of Understanding 85

Between:

B.C. HYDRO & POWER AUTHORITY ("BCH")

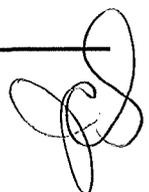
And:

MoveUP

**(Canadian Office and Professional Employees Union, Local 378) (the
"Union")**

MEMORANDUM OF AGREEMENT

- A. ~~BCH is considering ceasing to purchase currently contracted services from Accenture Business Services for Utilities ("ABSU") on or about April 30, 2018 when the Revised Amended Master Services Agreement (RAMSA) with ABSU expires and, instead, carry out the work internally.~~
- B. ~~The contracted services referred to above includes all MoveUP work currently contracted to ABSU including but not limited to: Customer Services (customer care centre, billing, learning and knowledge, credit/collections); HR (payroll, recruitment services, pension administration, Tempworks); Finance (accounts payable); Office Services (mail and document services, graphics) as defined in the RAMSA and referred to as the "Contracted Services".~~
- C. ~~In the event, BCH decides to cease purchasing the Contracted Services from ABSU and carry out some or all of the work internally, it will do so by offering employment opportunities to certain ABSU employees who provide Contracted Services to BCH, and who are represented by the Union on the terms set out in this agreement.~~
- D. ~~The Parties wish to address these circumstances on an entirely without prejudice and without precedent basis, and in a manner that avoids litigation before the Labour Relations Board or otherwise.~~
- E. ~~Any decision to cease the purchase of Contracted Services and carry out the work internally is subject to approval by BCH's Board of Directors.~~
- F. ~~Any agreement between the Union and BCH regarding an amendment to the BCH/MoveUP collective agreement is subject to approval of the Union and ratification by BCH's Board of Directors. By signing this MOA the Union confirms their approval.~~



THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. ~~The purpose of this MOA is to establish the framework and process, subject to approval by BCH's Board of Directors, the Union and, if required, PSEC, for offering certain ABSU employees currently performing Contracted Services (the "Affected Employees") employment at BCH, and to address the terms and conditions of employment for Affected Employees and any other employees hired by BCH to perform the Contracted Services at BCH in future. The Affected Employees and any employees hired in future to perform the Contracted Services are together referred to as the "MOU 85 Employees".~~
2. ~~This MOA and attached Appendix A containing Memorandum of Understanding 85 (MOU 85) are negotiated in good faith and will supplement and clarify any rights and entitlements that flow from: (1) the BCH/MoveUP Collective Agreement; and (2) the Labour Relations Code.~~
3. ~~The Parties expressly acknowledge that this is a negotiated Memorandum of Agreement and is not to be construed nor considered as an admission of liability or legal obligation. This MOA is reached without prejudice to the positions of the Parties and will not be referred to in any other hearing, agreement, proceeding, negotiation, consultation, or discussion other than one concerning the implementation, interpretation or application of this MOA or an allegation that BCH is the successor employer to ABSU.~~
4. ~~The Union will not refer to the facts and circumstances that led to this MOA in any common employer, true employer or successorship application respecting BCH and ABSU or their related entities.~~
5. ~~The Parties agree that BCH is not, as a result of this MOA, a successor employer to ABSU under the Labour Relations Code. In the event, however, that BCH is found to be a successor employer to ABSU, the Parties agree that this MOA records the Parties' agreement as to how best to affect the successorship and ensure a fair and smooth transition for Affected Employees who accept employment with BCH.~~

Bargaining Unit and Collective Agreement Structure

6. ~~All MOU 85 Employees will be represented within the current MoveUP bargaining unit for BCH.~~
7. ~~The terms and conditions of employment for all MOU 85 Employees will be as set out in this MOA and the attached Appendix A containing MOU 85 which will be~~

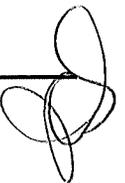
~~appended to and form part of the BCH/MoveUP Collective Agreement, including any MOU's or LOA's thereto (the "BCH/MoveUP CA").~~

- ~~8. MOU 85 will have a term expiring March 31, 2024, notwithstanding the term of the BCH/MoveUP CA or any renewal thereof. After the expiry date of MOU 85 and until a revised agreement is signed, the MOU 85 and all its provisions shall remain in full force and effect without prejudicing the position of the new or revised agreement in making any matter retroactive in such new or revised agreement.~~
- ~~9. The terms and conditions in MOU 85 are based upon the existing collective agreement between MoveUP and ABSU, including all MOU's and LOA's thereto (the "ABSU/MoveUP CA") with mutually agreed upon modifications as set out in this agreement or MOU 85. In the event of any dispute about which terms and conditions of employment apply to MOU 85 Employees, the terms most similar to that of the ABSU/MoveUP CA shall be preferred. In the event of any dispute as to the interpretation of the MOU 85 terms, the interpretation most similar to that of comparable ABSU/MoveUP CA terms shall be preferred.~~
- ~~10. Current and future BCH employees, other than MOU 85 Employees, will continue to be covered by the BCH/MoveUP CA or any renewal thereof.~~

Selection and the Commencement of Employment

Offers of Employment:

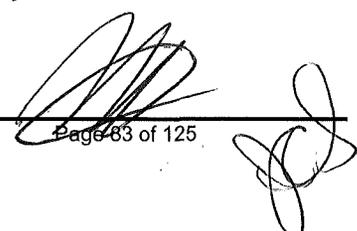
- ~~11. BCH will offer employment under the terms and conditions of this MOA to certain Affected Employees who are performing Contracted Services BCH intends to carry out internally and who are not on recall on or about November 30, 2017, or another date agreed to by the Parties. Such employment, if accepted, shall commence on or before April 30, 2018 or another date as advised by BCH in consultation with the Union ("Hire Date").~~
- ~~12. Eligibility of Affected Employees for employment with BCH is subject to the terms of paragraph 38 below.~~
- ~~13. Affected Employees will be offered employment at BCH in roles equivalent to their current ABSU base job, group level, status (regular, temporary, casual) and term. Affected Employees successfully obtaining employment at BCH will be placed at the same group and salary step as at ABSU and will progress through subsequent steps in accordance with MOU 85.~~



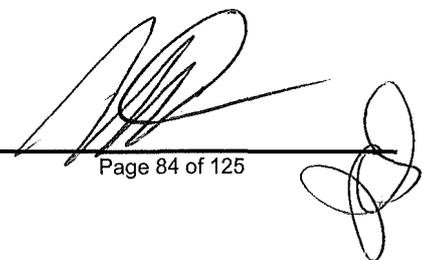
- ~~14. Affected Employees must be actively employed by ABSU on April 30, 2018 to be eligible for employment with BCH.~~
- ~~15. Affected Employees on the leaves of absence at ABSU listed below will be provided with an offer of employment at BCH at the same time as other Affected Employees and will be required to elect within the same time frame (3 days as per paragraph 20 below):~~
- ~~(a) sick leave~~
 - ~~(b) long-term disability (LTD) with a medically supported confirmed return to work date on or before April 30, 2018~~
 - ~~(c) pregnancy leave~~
 - ~~(d) parental leave~~
 - ~~(e) adoption leave~~
 - ~~(f) education leave~~
 - ~~(g) WorkSafe leave with a medically supported confirmed return to work date on or before April 30, 2018~~
 - ~~(h) Union leave~~
- ~~16. Offers of employment for Affected Employees on leave as set out above will be for employment commencing the later of the Hire Date or the date the Affected Employee is confirmed for return to work.~~
- ~~17. The default for failing to receive or accept an offer of employment from BCH is that such Affected Employees will remain at ABSU. Nothing in this clause is intended to prevent Affected Employees from accessing their full rights under their collective agreement with ABSU.~~
- ~~18. ABSU Employees on LTD or WorkSafe without a medically supported confirmed return to work date on or before April 30, 2018 will be eligible to apply on BCH job postings as an internal once they are medically cleared to return to work.~~
- ~~19. Article 7 posting conditions shall be waived for the above employment offers to Affected Employees.~~

Employment:

- ~~20. Affected Employees who receive a job offer will have 3 days to confirm their acceptance of the offer of employment at BCH.~~



- ~~21. Employment with BC Hydro will be contingent on Affected Employees who accept an offer of employment at BCH successfully completing BC Hydro's background check processes. BC Hydro agrees to waive the Alcohol & Drug pre-employment testing for Affected Employees.~~
- ~~22. Affected Employees who accept a position with BCH must sign a consent form to direct ABSU to provide to BCH and the Union their personnel file (subject to paragraph 38 below), current pay group and step, ABSU hire dates, service information, status and term of hire to facilitate the administration of the hiring process.~~
- ~~23. Affected Employees who obtain employment with BCH must complete BCH enrolment requirements and waiting periods for benefits, pension plan etc. in accordance with this MOA, MOU 85 and the BCH/MoveUP CA.~~
- ~~24. The Parties agree BCH will not recognize any time banks or banked time with ABSU for Affected Employees who obtain employment at BCH.~~
- ~~25. All Affected Employees who obtain employment with BC Hydro will serve a 6 month probationary period. The period will start on the date the Affected employee commences work for BCH. This probationary period may be extended by mutual agreement between the BCH and the Union. BC Hydro recognizes that Affected Employees may have already served a probationary period at ABSU.~~
- ~~26. 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 confirm the employee's status as applicable or terminate the employee.~~
- ~~27. In the event that BCH elects Option A in paragraph 38 below, an Affected Employee who does not pass probation and is terminated will be entitled to severance under Article 9 of the BCH/MoveUP Collective Agreement.~~
- ~~28. Affected Employees who obtain employment with BCH will be subject to BCH pension plan rules and entitlements. For example, Affected Employees with previous BCH pensionable service are exempt from the 3 month waiting period for pension contributions to start, but Affected Employees without previous BCH service will be subject to the 3 month waiting period.~~
- ~~29. The Union agrees that any remaining vacancies may be posted internally and externally at the same time.~~

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~~General Terms and Conditions of Employment for MOU 85 Employees~~

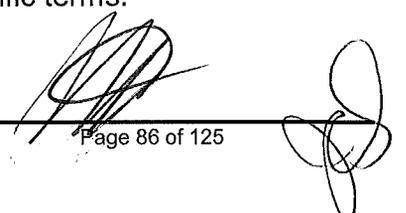
- ~~30. MOU 85 Employees will be covered by BCH policies and procedures and BCH/MoveUP CA language except as provided for in this agreement and/or the attached MOU 85.~~
- ~~31. The following specifically will not apply to MOU 85 Employees, except as provided for in paragraph 34 below: Appendix B – Economic Stability Dividend and salary scales contained in Article 4 of the BCH/MoveUP CA MOU 85 employees will be eligible for gainsharing per MOU 55 effective for Fiscal 2022 (April 1, 2021 to March 31, 2022)~~
- ~~32. As per the attached MOU 85, the salary scales for MOU 85 Employees will be amended to remove the Probationary salary step, changing Step 1 to the Minimum salary and the remaining steps renumbered accordingly.~~
- ~~33. To accommodate the elimination of the probationary step contained in the ABSU/MoveUP CA and the revised pay scales set out in MOU 85, Affected Employees at the probationary step of the ABSU/MoveUP CA who obtain employment at BCH will be placed at the minimum step of the MOU 85 salary scale. The existing anniversary date will continue to be used to determine future step increases for Affected Employees who obtain employment with BC Hydro.~~
- ~~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 2.0% 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.~~
- ~~35. Affected Employees obtaining employment with BCH who have full time temporary status will continue to be eligible for dental benefits at BCH after 9 months. Any new MOU 85 Employees will be subject to the 12 months waiting period set out in the BCH/MoveUP CA. These waiting periods begin when the Affected Employee commences employment with BCH.~~
- ~~36. BCH intends to implement an attendance management program for the Customer Care Centre. This program will be developed prior to April 30, 2018 and will be reviewed with the Union prior to implementation.~~

Continuous Service:

37. ~~BCH will recognize previous BCH and ABSU service and seniority for Affected Employees who obtain employment with BCH for the following purposes under the collective agreement and MOU 85:~~
- a. ~~Article 14 - Annual vacation entitlement~~
 - b. ~~Article 7 - Previous BCH and ABSU service and seniority will be recognized for purposes of job posting. For clarity, Affected Employees who obtain employment with BCH will have the right to bid on all BCH postings as internal hires and as such will have prior seniority with BCH and ABSU recognized as part of the application process.~~
 - c. ~~Article 9 - Previous BCH and ABSU service and seniority will be recognized for all purposes associated with Article 9 (subject to paragraph 38 below), except that MOU 85 Employees shall only have the right to bump other MOU 85 Employees, and BCH employees who are not MOU 85 Employees, shall not be entitled to bump MOU 85 Employees.~~
38. ~~The Parties agree that Affected Employees who obtain employment with BCH should be kept whole' for the purposes of severance entitlement in the event of layoff. BCH will, at its sole discretion, elect one of the following options and will apply this service recognition to all Affected Employees who obtain employment with BCH:~~
- ~~Option 1 - BCH will recognize previous BCH and ABSU service and seniority of Affected Employees obtaining employment with BCH for the purpose of calculating severance under Article 9 of the BCH/MoveUP CA. However Affected Employees who accept severance with ABSU will not be eligible for employment at BCH.~~
 - ~~Option 2 - Affected Employees obtaining employment with BCH shall be deemed as new employees without recognizing previous BCH and ABSU service for the purposes of severance entitlement under Article 9. Affected Employees will be eligible for employment at BCH regardless of whether they accept severance from ABSU.~~
- ~~BCH will advise the Union of which option is elected on or before April 30, 2017.~~
39. ~~In the event that BCH elects Option 2 in paragraph 38 above, Affected Employees obtaining employment with BCH will not be required to provide BCH with their personnel files.~~
40. ~~BCH will not recognize previous ABSU service for Affected Employees for the purpose of benefit entitlement, or the BCH pension plan.~~

Labour Stability

41. ~~In order to ensure labour stability, the Parties agree to these specific terms:~~



- a. ~~Job action – this Memorandum and attached MOU 85 form a valid and binding collective agreement with a term to March 31, 2024. Therefore it is understood between the Parties that in the event of a labour dispute between BCH and MoveUP during the term of MOU 85 there will be no strike or lockout of MOU 85 Employees as per Section 57 of the Labour Relations Code.~~
- b. ~~Collective bargaining – Issues related to MOU 85 or terms and conditions of employment for MOU 85 Employees will not be the subject of collective bargaining between the Parties until expiry of MOU 85, unless the Parties agree otherwise.~~
- c. ~~Jurisdiction – the Parties recognize there may be some overlap in duties performed by MOU 85 Employees and BCH employees covered by the BCH/MoveUP CA. BCH does not intend to extensively shift the work of current employees to MOU 85 Employees, but will allocate work efficiently. Any dispute as to whether an employee, job or assignment is properly covered by MOU 85 or the BCH/MoveUP CA will be discussed in a timely manner and, referred, if necessary, to grievance and arbitration.~~

Miscellaneous:

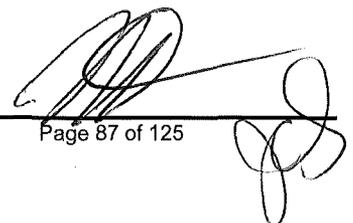
42. ~~Notwithstanding paragraph 11, Affected Employees working in Tempworks will not be offered roles at BCH. As per LOU dated February 17, 2017, BCH and the Union agree to discuss a separate agreement with respect to BCH's use of contingent labour on or before June 30, 2017.~~
43. ~~Grievances – the Union will provide to BCH a list of all grievances and issues in dispute in relation to the interpretation of the ABSU/MoveUP CA prior to signing this MOA.~~

Communications:

44. ~~In the event that BCH's Board of Directors ratify and the Union signs this MOA, the Parties agree to develop a Joint Communications Plan. The Parties understand and agree that the existence of this MOA and related discussions will remain confidential until disclosed in accordance with the Joint Communications Plan.~~
45. ~~The parties agree that all communications will be supportive of this agreement. All external communications will be consistent with the Joint Communications Plan. External communications shall include public, media, political parties and other labour organizations but excludes MoveUP's communications to its members.~~

Dispute Resolution:

46. ~~All disputes about the interpretation, application or operation of this MOA will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the Labour Relations Code. The single arbitrator shall be Ken Saunders, unless Ken Saunders is not reasonably available, in which case the Parties to the arbitration may appoint another mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.~~



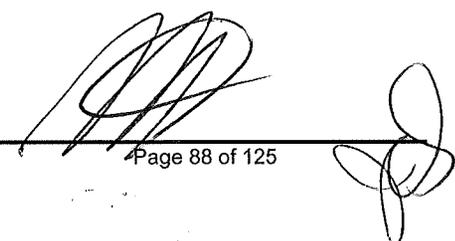
Effective Date and Duration:

- 47. ~~This MOA is effective once it has been ratified by BCH's Board of Directors and signed by the Union.~~
- 48. ~~This MOA expires on March 31, 2017, unless ratified by BCH's Board of Directors or an extension is agreed to by the Parties.~~

DATED this 17th day of February, 2017.

COPE, Local 378	B.C. HYDRO & POWER AUTHORITY
Per: _____	Per: _____
_____	_____
Gwenne Farrell	Laura Mills
Per: _____	Per: _____
_____	_____
Brad Bastien	Dave Graves
Per: _____	Per: _____
_____	_____
Cheryl Popeniuk	Radha Shah

Amended April 24, 2020

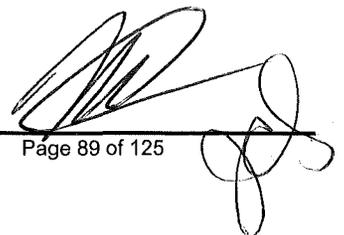
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Appendix A

Memorandum of Understanding #85 A

1. The terms of this MOU will apply to all full time regular, full time temporary, part time regular and casual employees performing work previously contracted to ABSU including but not limited to: Customer Services (customer care centre, billing, learning and knowledge, credit/collections); HR (payroll, recruitment services, pension administration, Tempworks); Finance (accounts payable); Office Services (mail and document services, graphics) as defined in the RAMSA and referred to as the "Contracted Services".
2. The jobs for MOU 85 Employees include, but are not limited to the following list. Jobs may overlap with BC Hydro job titles, job titles may be changed or new jobs may be added.

POSITION TITLES
A/P Supp Clk
Accounting Officer
Accounts Payable Administrator
Accounts Payable Analyst
Accounts Payable Work Leader
Acc Pay/Fin Clerk 1
Acct Payable Administrator
Addressing/Outgoing Mail Clerk
Admin Clerk Ldr
Admin Clk 1
Admin Clk 2
Admin Support Asst
Billing Support Clerk 1
Billing Support Clerk 2
Billing Svc Analyst
Billing Svcs Anyst WL
Bus Syst Consult 3
Bus Systems Anyst 2
C/S Acct Leader
C/S Feld Rep 6
Call Ctr Quality Assur Splst
Client Svcs Ldr
Cmptr Syst Splst 3
Coll & Cost Rec Sys Admstr
Copier Bindery Clk
CSAR 7
Cust Billing & Info Clk
Cust Billing/Info Ldr
Cust Pmt Anyst Ldr



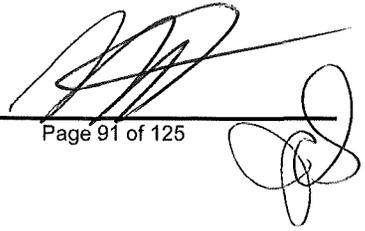
Cust Pmt Clk 2
Cust Serv Rep 2
Cust Serv Rep 5
Customer Payments Clerk
Customer Payments G/L Reconciliation Clerk
Customer Remittance Clerk
Customer Serv Acct Rep 5
Customer Serv F. Rep 5
Customer Serv Rep 2
Customer Serv Rep 1
Customer Serv. Billing Agent
Customer Service Rep
Deduction Acctng Admstr
Deductions Accts Ldr
Employee Services Admstr
Field Servs Administr 2
Financial Systems Analyst 1
Fincl Svcs Acctnt 1
Fincl Svcs Help Desk Splst
FSO Process Support Spec
Graphic Designer 2
HR Service Centre Rep
Ind Billing Analyst Ldr
Industrial Billing Analyst
Industrial Gas Billing Rep
Industrial Gas Billing Work Leader
Instrumentation Tech
Knowledge Management Specialist
Learning Specialist
Learning Technology Specialist
Mail Clerk
Mailing Services Clerk
Mailing Services Work Leader
Network Operations Specialist
Office Supp Clk
Pay System Admin
Payroll Administrator 1
Payroll Administrator 2
Payroll Administrator Work Ldr
PC & Lan Splst 2
Personnel Records Administrator
Prod Svcs Coordtr
Program Admstr 1
Pwr & Spec Billing Clk

RCO Process Support Specialist
Recds & Mailing Svcs Ldr
Senior Administrative Clerk
System Dvmt Consult 1
System Dvmt Consult 2
System Developer 3
Temp Works Administrator
Tempworks Admin Clerk 1
Tempworks Database & Prj Records Analyst
Workforce Forecast & PIng Anys
Customer Service Accts Rep 6
Customer Service Assnt

3. ~~The terms and conditions of employment for employees hired under MOU 85 will be as per the BCH/MoveUP collective agreement, except as specifically set out in this MOU 85 or MOA dated February 17th, 2017.~~
4. ~~The following BCH/MoveUP provisions specifically do not apply to employees hired under MOU 85:~~
- ~~a. Wage scales (article 4.04)~~
 - ~~b. MOU 55 Gainsharing until Fiscal 2022.~~
5. ~~This MOU will remain in effect and will not be subject to collective bargaining, unless otherwise agreed to by the parties, until March 31, 2024. After the expiry date of MOU 85 and until a revised agreement is signed, the MOU 85 and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.~~
6. ~~The following BCH/MoveUP collective agreement provisions are modified, replaced or supplemented for MOU 85 Employees as follows and supersede any related terms and conditions within the BC Hydro/MoveUP collective agreement:~~

Article 1.04 Leave for Union Officers

~~Properly qualified officers or representatives shall be granted leave of absence to carry out their duties in accordance with Article 1.04 of the BC Hydro/MoveUP collective agreement, with the following exceptions:~~



7. ~~The amount of paid leave granted for the purpose of attending to Union business other than as described in Article 1.03(b) shall not exceed 750 hours per year in total for the Employees performing MOU 85 Services.~~
8. ~~Employees who are appointed as Temporary Union Representatives on a full-time basis by the Union will be granted a leave of absence and the Union will reimburse the Employer in accordance with Article 1.04 (b) 3. However, it is understood that the time off for such leave of absence shall not be included in the calculation of the 750 hours referred to above.~~

Article 1.06 & 7.01 Probationary Period

Further to Article 7.01 and Article 1.06:

9. ~~New MOU 85 Employees will be considered probationary for a period of 9 months.~~
10. ~~MOU 85 Employees who transfer from a full-time temporary or casual job to a full-time regular or part-time regular job of the same job title will be exempted from the 9 month probationary period, or a portion thereof, provided that the time in the full-time temporary or casual job, totals a minimum of 9 months unbroken service in the job.~~

Article 1.06 (c) 1 Full-Time Temporary Change in Status

11. ~~The status of a Full-Time Temporary Employee shall automatically change to that of a Full-Time Regular Employee upon completion of 18 months.~~

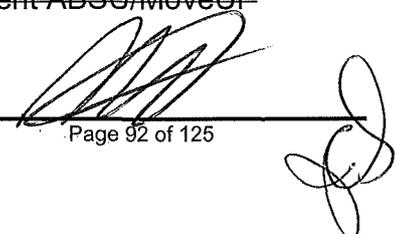
Article 1.06 (d) Use of Casuals

Further to Article 1.06(d):

12. ~~Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.~~
13. ~~The Employer shall give each Casual Employee whose employment is terminated 2 weeks' notice or pay in lieu.~~

Article 4 Salaries

14. ~~The existing anniversary date will continue to be used to determine future step increases for MOU 85 Employees who transferred from ABSU. Anniversary dates for new MOU 85 hires shall be as per Article 4.03 (d).~~
15. ~~The ABSU salary scales in effect as of April 30, 2018 will apply.~~
16. ~~The salary scales for MOU 85 Employees will be subject to general wage increases of 1.5% on September 1st, 2018 and 2.0% 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 collective agreement from Fiscal 2021 to Fiscal 2024. The increases shall still be effective on September 1 of the Fiscal year.~~

~~Article 7.08 and 7.10 Job Competitions~~

~~Further to Article 7:~~

- ~~17. MOU 85 Employees will have the ability to bid on all BCH postings as internal hires and as such will have previous seniority with ABSU recognized as part of the application process.~~
- ~~18. An employee with less than 6 months service in their position is not eligible to compete for a promotion unless the employee has the approval of their supervisor.~~
- ~~19. Further to Article 7.10 (d) for positions covered by this MOU 85, "demonstrably" shall mean at least 10% higher than candidates who have greater seniority, and ability shall include consideration of the employee's
 - ~~(a) performance on the employee's present and/or previous jobs with the Employer within the last 2 years~~
 - ~~(b) the results of any testing conducted pursuant to Article 7.10 (h) i and ii.~~~~

~~Article 8.02 Notice of New Procedure~~

~~The following replaces Article 8.02:~~

- ~~20. Whenever the Employer proposes to affect a new procedure, it shall give to the Union at least (60) calendar days prior written notice.~~

~~Article 9.02 Notice of Displacement/Layoff - Regular Employees~~

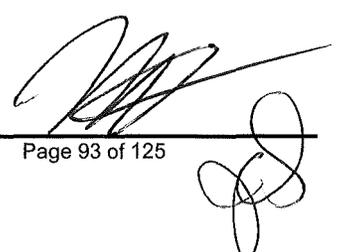
~~The following replaces Article 9.02:~~

- ~~21. The Employer will provide the Union and affected employees with at least 60 calendar days written notice when regular employees are to be displaced. The notice provided will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.~~

~~No employee shall be laid off to the recall list until the employee has exhausted their options.~~

~~Article 9.03 Severance Pay - Regular Employees~~

~~Further to Article 9.03:~~



~~22. Continuous service will be prorated based on the employees past continuous service as a Casual, Full Time Temporary, Part Time Regular, or Full Time Regular Employee, or a combination of the aforementioned. The proration will be calculated by taking the total number of hours worked and dividing by 1957.5 to get a total number of years worked. Any approved leaves and leaves of absence without pay in lieu of vacation shall be considered to be hours worked for the purposes of this Article.~~

~~For the purposes of this Article, a "week" shall mean 37.5 hours of pay at the affected employee's regular rate.~~

Article 9.07 Bumping Rights

~~Further to Article 9.07:~~

~~23. Previous ABSU service and seniority will be recognized for the purposes of Article 9; however, if BCH elects Option 2 under MOA paragraph 38, then previous service at ABS or BCH will not be recognized for the purposes of severance under Article 9.~~

~~24. Notwithstanding Article 9, MOU 19 or MOU 23, MOU 85 Employees shall only have the right to bump other MOU 85 Employees, and BCH employees who are not MOU 85 Employees, shall not be entitled to bump MOU 85 Employees.~~

Article 10 Benefits

~~Further to Article 10:~~

~~25. Full-Time Temporary employees who transferred from ABSU shall be eligible for dental coverage after completing 9 months of BC Hydro continuous service.~~

~~26. Any new full-time temporary employees hired under MOU 85 will be subject to the 12 month waiting period as per 10.03 of the BC Hydro/Move UP collective agreement.~~

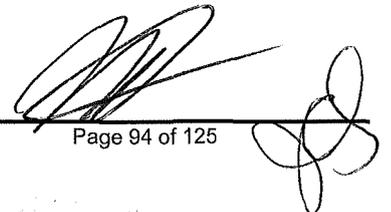
~~27. Full-time temporary employees shall be eligible for paid sick leave after completing 3 continuous months of service with BC Hydro as per 15.03 (a) 1 of the BC Hydro/MoveUP collective agreement.~~

Article 11.01 (d) Modified Work Hours

~~Further to Article 11:~~

~~28. The standard work week will be Monday through Friday. The authorized variation will be Monday through Saturday for employees whose job duties include: employee payroll processing, HR, billing, customer enquiries or credit services. This list may be amended by agreement of the Parties.~~

~~29. If agreed between the Union and the Employer, employees may be scheduled to work modified work schedules without overtime rates applying.~~



Article 11 Overtime Application for Casuals

The following replaces Article 11.04 (c):

30. — ~~Except for Casual Employees, an employee called to work on a normal day off shall be paid at the rate of double time (200%).~~

The following replaces Article 11.06 (b):

31. — ~~Except for Casual employees, an employee called in to work on a normal day off shall be paid overtime rates for a minimum of 2 hours but from the time the employee leaves their residence. One half-hour at the applicable rate shall be allowed an employee to their living quarters on completion of a call-out irrespective of the amount of time actually worked.~~

Article 14.04 Payment of Vacations

The following replaces Article 14.04 (a):

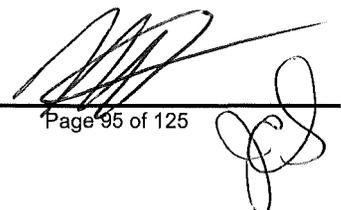
32. — ~~Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken or, depending upon their vacation entitlements, at the rate of 6%, 6.4%, 8%, 10% or 12% of their previous year's earnings, whichever is the greater. Adjustments arising out of the percentage application (i.e. "AV Differential" payment) will be made after the employee has completed their vacation for the calendar year. Notwithstanding the foregoing, deferred and banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.~~

33. — ~~AV Differential will be calculated per the above and using only regular earnings, time bank usage, and overtime earnings. All other earnings codes will be removed from the calculation.~~

Article 25 Child Care Reimbursement

The following replaces Article 25:

34. — ~~Where the Employer requires an employee to work overtime or be away from their personal residence overnight and as a result the employee incurs additional child care expenses, they will be entitled to reimbursement of child care expenses up to \$50 per day upon production of a receipt to a maximum of 15 days per calendar year. The Parties agree to review individual circumstances which exceed the annual calendar year maximum with respect to the application of this Article.~~



Delete MOU #85B as follows:

MEMORANDUM OF UNDERSTANDING #85-B

Hours of Work and Scheduling for MOU 85 Employees Performing Customer Care Center Work

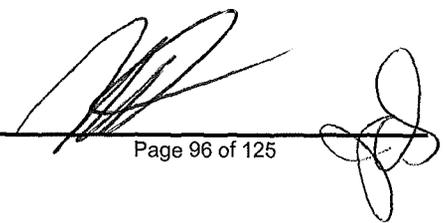
The following terms and conditions apply to employees performing work for the Customer Care Center and supercede any related terms and conditions within the BC Hydro/MoveUP collective agreement. For the purpose of this MOU 85-B and related articles, the hours of operation for the Customer Care Center may be 24 hours per day, 7 days a week, and as such all Customer Care Center employees shall be considered shift employees.

**Full Time Work Hours **

1. ~~The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7.5 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.~~
 - a. ~~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. Except when moving from one shift schedule cycle to another, every effort will be made not to schedule 10 working days in a row.~~
 - b. ~~Work Day: The standard will be 7.5 consecutive hours of work, exclusive of a half hour unpaid of lunch period in a 24 hour period. The authorized variation will be 7.5 consecutive hours of work, exclusive of an hour long unpaid lunch period in a 24 hour period.~~
 - c. ~~Statutory Holidays: In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 12 days in lieu of statutory holidays per calendar year. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.~~

Part Time Regular Work Hours

2. ~~Part Time Regular Employees will not work more than 30 hours per week, except that on a voluntary basis they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.~~
3. ~~Designated weekly hours for part-time regular positions, providing a minimum of 15 weekly hours, shall be included on the job posting and the part-time regular employee shall select that amount of hours when selecting their shift. The designated hours are not required to be selected for each week, but the total hours over the 12 week shift period must average to the designated hours for the position.~~



4. ~~A Part-Time Regular Employee who fails to obtain their designated number of hours for a 12 week shift period due to the actions of the Employer shall:~~
- ~~a. Be offered a Part-Time Regular shift, if available, with lesser designated hours; or~~
 - ~~b. Be considered "displaced" for the purposes of Article 9.~~

Casual Work Hours

5. ~~Casual employees will not work more than 30 hours per week, except that on a voluntary basis or when required to as per paragraph 14 f, they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.~~
6. ~~Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.~~
7. ~~Casual Employees shall be entitled to a minimum of 2 weeks' leave of absence without pay in lieu of vacation in a calendar year.~~
8. ~~Casual Employees shall select their leaves of absence in order of seniority as defined in this Agreement, following the vacation selection of Regular and Full-Time Temporary Employees under Article 14.~~
9. ~~The provisions of Article 14.06 (Broken Vacations) shall apply to the leaves of absence for Casual Employees except that normally at least 1 week of the year's entitlement must be taken as a continuous period.~~
10. ~~The leaves of absence set out above shall not conflict with essential departmental requirements.~~

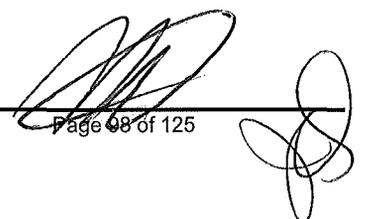
Restrictions on Use of Casual Employees

11. ~~The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees.~~
12. ~~Casual Employees shall make up no more than 30% of the total workforce over any three-month period.~~

~~Starting at the end of the first full quarter of a fiscal year following the signing of the collective agreement, the Employer shall provide a quarterly report to the Union respecting the number of employees in each employee classification on the last day of each calendar month of that quarter to establish a monthly ratio. A ratio shall be calculated by taking the average of the ratios of each calendar month in the quarter. If the quarterly ratio exceeds 30%, the Employer shall notify the union and post sufficient Full-Time Regular positions so as to reduce the ratio of Casual Employees at or below 30%, and shall maintain such positing and provide a monthly report to the Union on the last day of each calendar month until such ratio is met, following which reporting periods will revert to the regular quarterly reporting period.~~

Shift Scheduling

13. ~~The Employer shall set shift schedules for a period of 12 weeks.~~
14. ~~Employees shall select from the available shifts as set by the Employer in the following order. Shift selections shall be made on a seniority basis:~~
 - a. ~~Full-time employees shall select a full-time shift block.~~
 - b. ~~Part-time regular employees shall select a part-time shift block that aligns with their designated work hours.~~
 - c. ~~Part-time regular employees may select additional work hours on a voluntary basis, not to exceed 37.5 hours per week.~~
 - d. ~~Casual employees shall select work hours, not to exceed 30 hours per week.~~
 - e. ~~If additional hours remain, casual employees may select additional work hours on a voluntary basis, not to exceed 37.5 hours per week.~~
 - f. ~~If additional hours remain, the Employer shall assign the remaining hours to casual employees on a reverse seniority basis, not to exceed 37.5 hours per week.~~
 - g. ~~If additional hours remain, the Employer shall assign the remaining hours to Part-Time Regular Employees on a reverse seniority basis, not to exceed 30 hours per week.~~
15. ~~Employees will be paid straight-time wages for scheduled regular hours worked on Saturdays, Sundays, and statutory holidays.~~
16. ~~All regular time worked between 1800 and 0600 hours shall attract a 12% premium.~~
17. ~~RWWL days will be pre-scheduled in the 12 week shift period, or multiples thereof, with sign up at least 2 weeks in advance, and may be varied by mutual agreement between the employee and Employer.~~
18. ~~Employees will not be scheduled to work 6 days in a week. If a 6th day in a week is worked, the Employer will pay overtime for that shift.~~
19. ~~The Employer will pay overtime in those situations where a RWWL day is included in a weekly schedule and forms 6 scheduled days in a week.~~
20. ~~Shift changes agreed to between employees and requested by the employee will not be subject to overtime penalties, including when employees work more than 5 days in a week.~~
21. ~~Once an employee has signed up for a vacation period, the Employer shall not cancel or vary such vacation period except with the consent of the employee.~~



Additional Part-Time Hours

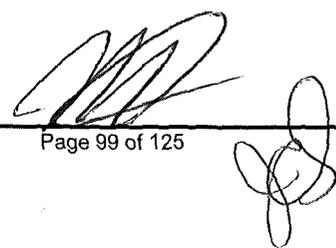
22. ~~Where the Employer deems it necessary to schedule additional regular hours in addition to the 12 week shift schedule, such hours shall be offered to all Part-Time Regular and Casual Employees in the Customer Care Center, usually by mass communication such as email, auto-dialer, and/or text.~~
23. ~~Additional hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Part-Time Regular and then to Casual Employees.~~
24. ~~Additional hours required for part of a day will be first offered to Part-time Regular Employees on a seniority basis, on duty, on site and continuous with their shift. It will then be offered to Casual Employees on a seniority basis, on duty on site and continuous with their shift.~~
25. ~~Should no employee voluntarily accept such hours, the Employer may direct employees to work these hours, beginning with Casual Employees on a reverse seniority basis followed by Part-Time Regular Employees who have worked less than 30 hours in a week, on a reverse seniority basis.~~
26. ~~Additional hours due to unanticipated workloads as in paragraph 22 through 25 above will first be offered to employees for whom it will not attract overtime.~~

Overtime Scheduling

27. ~~Where the Employer requires overtime work to be performed, such hours shall be offered to all employees in the Customer Care Center, usually by mass communication such as email, auto-dialer, and/or text. Overtime hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Regular and Full-Time Temporary and then to Casual Employees.~~
28. ~~For same day overtime work, overtime hours will be given by seniority to employees who are already on duty and on site.~~
29. ~~If no employee voluntarily accepts the overtime work, qualified employees working outside of the Customer Care Centre may be offered the overtime work. If there are no qualified volunteers outside of the Customer Care Centre, the Employer shall assign such work to Casual Employees on a reverse seniority basis within a job classification, followed by Full-Time Temporary and Regular Employees on a reverse seniority basis within a job classification.~~

Shift Change Notice

30. ~~The Employer will provide the Union and affected employees with 60 Days' 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.~~



- ~~31. The Employer will provide the Union and affected employees with 60 days' 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.~~
- ~~32. 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 31 will apply.~~
- ~~33. The Employer may change an established schedule for a Part-Time Regular or Casual Employee but must provide the employee a minimum of 2 weeks' notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the Employee and the Employer.~~
- ~~34. Consideration will be given to individual circumstances in the event that an employee has legitimate reasons for delaying the start of the new shift (e.g. child or elder care requirements).~~
- ~~35. 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.~~

Stand-by Arrangement

- ~~36. A stand-by arrangement occurs when an employee is available and ready to be reached to report to work within a reasonable amount of time.~~
- ~~37. An employee scheduled on standby will be paid 2 hours at straight time for the 24 hours 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, or statutory holiday.~~
- ~~38. Where possible, standby will be signed up on a voluntary basis with schedules posted at least 72 hours in advance. Stand-by will be offered on a seniority basis.~~
- ~~39. Where there are no volunteers for stand-by assignments, qualified employees working outside of the Call Center may be offered the stand-by assignment. If still no volunteers, the Employer may assign stand-by on a reverse seniority basis.~~
- ~~40. Should an employee be given less than 72 hours' notice of standby duty, the employee will be under no compulsion to accept such duty.~~
- ~~41. No employee will be compelled to accept standby on any combination of two consecutive weekends, statutory holidays and holiday weekends.~~

Breaks

42. ~~Employees will be entitled to one paid 15 minute rest period in each work day where they are scheduled to work up to five hours. Employees will be entitled to one paid 15 minute rest period and one unpaid lunch period in each work day where they are scheduled to work more than five hours and up to six hours. Employees will be entitled to two paid 15 minute rest periods and one unpaid lunch period when they are scheduled to work more than 6 hours and up to 8 hours.~~

~~Where employees are entitled to two rest periods, the first such break shall occur prior to the lunch period and the second break shall occur prior to the end of the employee's working day. Rest periods shall not be scheduled within 45 minutes of a meal break or the end of a shift, except in exceptional circumstances. The lunch break 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.~~

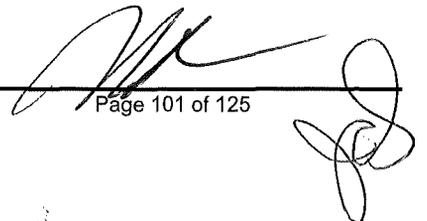
~~Except where otherwise specified, rest periods and/or lunch breaks may not be accumulated to be taken at the end of a shift or on another day.~~

Completing Calls at End of Shift

43. ~~The Parties recognize that completing a customer call is part of the normal duties of the Customer Care Centre agent and is important in maintaining customer satisfaction.~~
44. ~~Therefore, the Parties agree on the following compensation to be paid to Customer Care Centre agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:~~
- ~~a. The requirement to pay the minimum of 1/2 hour on each occasion is waived;~~
 - ~~b. Overtime rates are paid by the minute on each occasion up to and including the 15th minute beyond their normal shift;~~
 - ~~c. If the employee works more than 15 minutes and up to 30 minutes beyond their normal shift, they will be paid the required minimum 1/2 hour at overtime rates; and~~
 - ~~d. All time so worked shall be calculated and paid each pay period:~~
45. ~~For clarity, the above shall apply to all employees (e.g. Credit/Collections) who need to complete a customer call at the end of their shift.~~

Review

46. ~~The Parties agree to review this agreement on or before January 31, 2018 and within one year following the transition date to discuss the effectiveness of this agreement and whether any changes are required.~~



Delete MOU #85C as follows:

**MEMORANDUM OF UNDERSTANDING #85-C
RE: QUALITY MONITORING**

~~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.~~

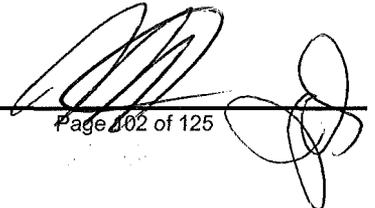
~~Quality monitoring includes (i) the recording of business related telephone calls between employees and customers or a client representative, (ii) the capturing of computer screen images directly associated with a business process related to the employee's job description and (iii) post service call surveys. Employees, for the purposes of this Memorandum of Understanding, include service representatives such as Customer Care Centre agents and billing and credit department employees. 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 devise. 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 t.he Bargaining Unit to testify before either an arbitrator or the Labour Relations Board of BC or any of its successors.~~

~~Monitoring and work-related statistics will be used to~~

- ~~— 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 Customer Care Centre agents to work cooperatively in providing high quality work; and~~
- ~~— Complement employee training and development~~



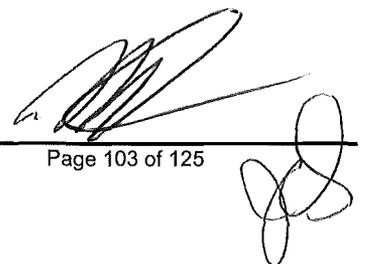
~~Quality monitoring is not to establish grounds for disciplinary action. Rather, monitoring is to determine whether an employee's performance falls within the expected service parameters that are established by BCH. If an employee's performance does not fall within the expected service parameters, BCH 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 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 Customer Care 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. 285~~

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Delete MOU #85D as follows:

MEMORANDUM OF UNDERSTANDING #85 D

Telework for MOU 85 Employees

Preamble

This MOU is intended to provide flexibility on the location in which work gets completed and to recognize that the traditional methods of "work" are changing, and to demonstrate that BCH and the Union endeavor to be responsive to the needs of the business, as well as their respective employees and members.

Governing Principles

- a) ~~Honesty and Integrity – BCH and the Union understanding the challenges with telework and expect managers and employees to mitigate these challenges by undertaking flexible work practices in good faith and according to this Memorandum.~~
- b) ~~Governance – it is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectation are communicated, documented, and the proper approvals are in place per this Memorandum.~~
- c) ~~Professionalism – BCH has a highly educated and professional employee base, many of whom are in the bargaining units. It is important that this memorandum reflect and appreciate their membership in the union yet also respect their abilities and professional status.~~
- d) ~~Intergenerational – we are currently in an environment where the nature of work is evolving as are the people who undertake that work. A results-based workplace where the ability to do work in different place at different times is changing the manner in which we approach terms and conditions of employment. This memorandum is meant to be flexible to the generational differences in our workforce while providing options that meet the needs of BCH, the Union, and its employees.~~

Examples of Opportunities for Telework

- ~~Situations where the manager and employee mutually agree that the arrangement may be beneficial.~~
- ~~Occupations that involve travelling or where travelling is required for business reasons.~~
- ~~Workers that require quiet space to work.~~
- ~~Exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result in telework are also covered more specifically further in this MOU.~~

The primary intent of this MOU is for regular and on-going telework arrangements, although one-off circumstances as described above are also covered. Telework may also be a consideration in accommodation cases, although this would occur under BCH's duty to accommodate obligations and outside of the telework project.

~~Terms for Telework~~

- ~~1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BCH have mutually agreed the employee will telework. This does not include other company locations.~~
- ~~2. Telework is voluntary and must be agreed to by the manager and the employee.~~
- ~~3. An employee may make a request of their manager to telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.~~
- ~~4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to telework:
 - ~~a. The number of Telework arrangements required by the Employer;~~
 - ~~b. Whether the telework arrangement would maintain or improve service or productivity;~~
 - ~~c. The nature of the position, the job duties, and the impact on colleagues and clients;~~
 - ~~d. The employee's suitability, taking into consideration performance and work style/independence;~~
 - ~~e. The nature of equipment and supplies associated with the request, including whether any cost would be incurred by BCH;~~
 - ~~f. The manner and frequency of contact between manager and employee.~~~~

~~Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the manager or co-workers.~~

~~Request will not be unreasonably denied.~~

- ~~5. The number of days per week that an employee will be permitted to telework will vary depending on the particular circumstances, but as a general guideline it should not exceed three days per week. Union agreement is required should the days per week to be worked by telework exceed three days per week.~~
- ~~6. Telework is restricted to Full-Time Regular and Full-Time Temporary employees.~~

7. ~~An employee's status, salary, benefits, job responsibilities and performance standard will not change due to participation in a telework arrangement.~~
8. ~~The intent is for the employee to continue to work their normal work schedule, but to do so from the telework location. If an employee intends to work outside of their normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized variations may occur in accordance with articles addressing Hours of Work and Overtime in this collective agreement.~~
9. ~~Either the manager or the employee may cancel the telework arrangement by notifying the other party. This includes the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided. A copy of this notice will be provided to the Union by BCH.~~
10. ~~No employee will be expected to telework in the event of a labour dispute or during a leave permitted under the collective agreement. No employee will be required to telecommute while they are sick.~~
11. ~~The Union will receive a copy of all telework agreements from BCH and will be provided with written notification from BCH when a telework request is denied.~~
12. ~~BCH shall provide the Union with a list of all employees under a Telework Agreement quarterly, at the request of the Union.~~

Health & Safety

13. ~~The employee agrees to designate a work space within the telework location 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. The employee agrees to allow for an audit of the workspace by a BCH representative. BCH will provide a minimum of 24 hours' notice to the employee prior to the audit.~~
14. ~~The employee must notify their manager immediately of any job related accidents that occur in the telework location.~~
15. ~~BCH will not normally incur any additional costs as a result of a telework arrangement. However, BCH will supply any necessary equipment to perform the work. Subject to an Employer evaluation, this may include adequate furniture required for the telecommuting worksite. BCH will also provide the required office supplies to the employee.~~
16. ~~BCH will provide the employee with VPN (or other) access to allow access to the Company network from a BCH computer at the Telework location. BCH will not provide costs related to utilities, the internet or modem.~~
17. ~~An employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the telework location. This includes~~

~~when an employee is required to return to the office on a day previously identified as a telework day.~~

~~18. No employee shall be subject to additional monitoring or surveillance by virtue of entering into a Telework Agreement.~~

Other Employee Responsibilities

~~19. The employee is responsible for securing and protecting BCH's property, documents and confidential information in the telework workspace and will be provided with privacy and security information to review prior to commencing telework.~~

~~20. The employee must not conduct in-person meetings at the telework location.~~

~~21. 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.~~

~~22. The employee is expected to maintain the same level of professionalism as in their normal work place.~~

~~23. The employee is responsible for ensuring that the telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws. The Telework Agreement shall set out the employee's responsibilities and shall advise the employee as to what steps they must take to ensure these responsibilities are met.~~

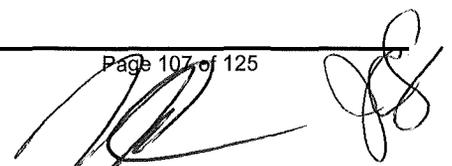
~~24. The employee must comply with all company policies, including the Code of Business Ethics, relevant policies, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.~~

Exceptional Circumstances

~~Telework may be beneficial on short notice and/or for short periods of time under exceptional circumstances. Exceptional circumstances are those situations that are beyond the control of BCH, its client(s) and/or circumstances that cannot be anticipated or predicted, including:~~

- ~~• Natural disasters, such as floods, earthquakes, hurricanes, tornadoes;~~
- ~~• Power outages~~
- ~~• Pandemics~~
- ~~• Government or Police declared emergency situations;~~
- ~~• Fires (forest and other) and snowstorms~~

~~This Section (Exceptional Circumstances) will apply when BCH determines that an Exceptional Circumstances has or is likely to occur. Employee Relations will advise the Union and declare that an Exceptional Circumstance will apply. Should an Exceptional Circumstance exceed three weeks in duration, Union agreement will be required for this Section to continue to apply, and~~



will not be unreasonably denied. Should an Exceptional Circumstance occur that does not form part of the list above, Union agreement will be required prior to applying the Section, and will not be unreasonably denied.

In an effort to prepare for such circumstances, the Parties agree to additional conditions as follows:

- 25. Managers retain the discretion to issue temporary blanket approvals to a group of employees and/or to waive the requirement to submit a written request under paragraph 3 taking into consideration the nature of the Exceptional Circumstances.
- 26. The number of days per week that an employee will be permitted to telework will vary, taking into consideration the nature of the Exceptional Circumstance.

Terms of the Telework MOU Agreement

- 27. The Parties shall meet quarterly to discuss the Telework project.
- 28. Either Party may terminate this MOU 85-D and any outstanding telework agreements at any time on 30 days notice to the other Party, but not prior to March 31, 2024.

MOU #85 - Hourly Salary Scales

<u>GROUP 4</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$15.01</u>	<u>\$16.25</u>	<u>\$17.34</u>	<u>\$18.41</u>	<u>\$19.47</u>
<u>September 1, 2020</u>	<u>\$15.31</u>	<u>\$16.57</u>	<u>\$17.68</u>	<u>\$18.78</u>	<u>\$19.86</u>
<u>September 1, 2021</u>	<u>\$15.62</u>	<u>\$16.91</u>	<u>\$18.04</u>	<u>\$19.16</u>	<u>\$20.26</u>

<u>GROUP 5</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$16.08</u>	<u>\$17.70</u>	<u>\$18.88</u>	<u>\$20.07</u>	<u>\$21.23</u>
<u>September 1, 2020</u>	<u>\$16.40</u>	<u>\$18.06</u>	<u>\$19.26</u>	<u>\$20.47</u>	<u>\$21.65</u>
<u>September 1, 2021</u>	<u>\$16.73</u>	<u>\$18.42</u>	<u>\$19.65</u>	<u>\$20.88</u>	<u>\$22.09</u>

<u>GROUP 6</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$17.15</u>	<u>\$19.34</u>	<u>\$20.29</u>	<u>\$21.24</u>	<u>\$22.21</u>	<u>\$23.15</u>
<u>September 1, 2020</u>	<u>\$17.49</u>	<u>\$19.72</u>	<u>\$20.69</u>	<u>\$21.67</u>	<u>\$22.66</u>	<u>\$23.61</u>
<u>September 1, 2021</u>	<u>\$17.84</u>	<u>\$20.12</u>	<u>\$21.11</u>	<u>\$22.10</u>	<u>\$23.11</u>	<u>\$24.09</u>

<u>GROUP 7</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$18.22</u>	<u>\$21.08</u>	<u>\$22.11</u>	<u>\$23.15</u>	<u>\$24.21</u>	<u>\$25.24</u>
<u>September 1, 2020</u>	<u>\$18.59</u>	<u>\$21.50</u>	<u>\$22.55</u>	<u>\$23.61</u>	<u>\$24.69</u>	<u>\$25.75</u>
<u>September 1, 2021</u>	<u>\$18.96</u>	<u>\$21.93</u>	<u>\$23.00</u>	<u>\$24.09</u>	<u>\$25.18</u>	<u>\$26.26</u>

<u>GROUP 8</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$23.00</u>	<u>\$23.86</u>	<u>\$24.81</u>	<u>\$25.71</u>	<u>\$26.62</u>	<u>\$27.55</u>
<u>September 1, 2020</u>	<u>\$23.46</u>	<u>\$24.34</u>	<u>\$25.30</u>	<u>\$26.22</u>	<u>\$27.15</u>	<u>\$28.10</u>
<u>September 1, 2021</u>	<u>\$23.93</u>	<u>\$24.83</u>	<u>\$25.81</u>	<u>\$26.75</u>	<u>\$27.69</u>	<u>\$28.66</u>

<u>GROUP 9</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$25.81</u>	<u>\$26.81</u>	<u>\$27.83</u>	<u>\$28.87</u>	<u>\$29.89</u>	<u>\$30.92</u>
<u>September 1, 2020</u>	<u>\$26.33</u>	<u>\$27.35</u>	<u>\$28.38</u>	<u>\$29.45</u>	<u>\$30.49</u>	<u>\$31.54</u>
<u>September 1, 2021</u>	<u>\$26.85</u>	<u>\$27.89</u>	<u>\$28.95</u>	<u>\$30.04</u>	<u>\$31.10</u>	<u>\$32.17</u>

<u>GROUP 10</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$28.28</u>	<u>\$29.39</u>	<u>\$30.48</u>	<u>\$31.63</u>	<u>\$32.76</u>	<u>\$33.89</u>
<u>September 1, 2020</u>	<u>\$28.84</u>	<u>\$29.97</u>	<u>\$31.09</u>	<u>\$32.27</u>	<u>\$33.41</u>	<u>\$34.57</u>
<u>September 1, 2021</u>	<u>\$29.42</u>	<u>\$30.57</u>	<u>\$31.71</u>	<u>\$32.91</u>	<u>\$34.08</u>	<u>\$35.26</u>

<u>GROUP 11</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$30.99</u>	<u>\$32.19</u>	<u>\$33.44</u>	<u>\$34.66</u>	<u>\$35.90</u>	<u>\$37.12</u>
<u>September 1, 2020</u>	<u>\$31.61</u>	<u>\$32.83</u>	<u>\$34.11</u>	<u>\$35.35</u>	<u>\$36.62</u>	<u>\$37.86</u>
<u>September 1, 2021</u>	<u>\$32.25</u>	<u>\$33.49</u>	<u>\$34.79</u>	<u>\$36.06</u>	<u>\$37.35</u>	<u>\$38.62</u>

<u>GROUP 12</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$34.12</u>	<u>\$35.44</u>	<u>\$36.79</u>	<u>\$38.16</u>	<u>\$39.52</u>	<u>\$40.87</u>
<u>September 1, 2020</u>	<u>\$34.80</u>	<u>\$36.15</u>	<u>\$37.53</u>	<u>\$38.92</u>	<u>\$40.31</u>	<u>\$41.68</u>
<u>September 1, 2021</u>	<u>\$35.50</u>	<u>\$36.88</u>	<u>\$38.28</u>	<u>\$39.70</u>	<u>\$41.11</u>	<u>\$42.52</u>

<u>GROUP 13</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$37.57</u>	<u>\$38.99</u>	<u>\$40.51</u>	<u>\$42.00</u>	<u>\$43.50</u>	<u>\$45.01</u>
<u>September 1, 2020</u>	<u>\$38.32</u>	<u>\$39.77</u>	<u>\$41.32</u>	<u>\$42.84</u>	<u>\$44.37</u>	<u>\$45.91</u>
<u>September 1, 2021</u>	<u>\$39.08</u>	<u>\$40.57</u>	<u>\$42.14</u>	<u>\$43.70</u>	<u>\$45.25</u>	<u>\$46.83</u>

<u>GROUP 14</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$40.94</u>	<u>\$42.52</u>	<u>\$44.14</u>	<u>\$45.83</u>	<u>\$47.43</u>	<u>\$49.06</u>
<u>September 1, 2020</u>	<u>\$41.76</u>	<u>\$43.38</u>	<u>\$45.03</u>	<u>\$46.74</u>	<u>\$48.38</u>	<u>\$50.04</u>
<u>September 1, 2021</u>	<u>\$42.60</u>	<u>\$44.24</u>	<u>\$45.93</u>	<u>\$47.68</u>	<u>\$49.34</u>	<u>\$51.04</u>

MOU #85 - Bi-Weekly Salary Scales

<u>GROUP 4</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$1,125.83</u>	<u>\$1,218.70</u>	<u>\$1,300.13</u>	<u>\$1,381.09</u>	<u>\$1,460.62</u>
<u>September 1, 2020</u>	<u>\$1,148.35</u>	<u>\$1,243.07</u>	<u>\$1,326.13</u>	<u>\$1,408.71</u>	<u>\$1,489.83</u>

September 1, 2021	\$1,171.32	\$1,267.93	\$1,352.65	\$1,436.88	\$1,519.63
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<u>GROUP 5</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>MAXIMUM</u>
September 1, 2019	\$1,205.83	\$1,327.75	\$1,416.33	\$1,504.91	\$1,592.07
September 1, 2020	\$1,229.95	\$1,354.31	\$1,444.66	\$1,535.01	\$1,623.91
September 1, 2021	\$1,254.55	\$1,381.40	\$1,473.55	\$1,565.71	\$1,656.39

<u>GROUP 6</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$1,286.32	\$1,450.14	\$1,521.59	\$1,593.02	\$1,665.88	\$1,736.37
September 1, 2020	\$1,312.05	\$1,479.14	\$1,552.02	\$1,624.88	\$1,699.20	\$1,771.10
September 1, 2021	\$1,338.29	\$1,508.72	\$1,583.06	\$1,657.38	\$1,733.18	\$1,806.52

<u>GROUP 7</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$1,366.80	\$1,580.63	\$1,658.27	\$1,736.37	\$1,815.42	\$1,893.05
September 1, 2020	\$1,394.14	\$1,612.24	\$1,691.44	\$1,771.10	\$1,851.73	\$1,930.91
September 1, 2021	\$1,422.02	\$1,644.48	\$1,725.27	\$1,806.52	\$1,888.76	\$1,969.53

<u>GROUP 8</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$1,724.93	\$1,789.70	\$1,860.66	\$1,928.29	\$1,996.38	\$2,065.92
September 1, 2020	\$1,759.43	\$1,825.49	\$1,897.87	\$1,966.86	\$2,036.31	\$2,107.24
September 1, 2021	\$1,794.62	\$1,862.00	\$1,935.83	\$2,006.20	\$2,077.04	\$2,149.38

<u>GROUP 9</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$1,935.91	\$2,010.68	\$2,086.88	\$2,165.45	\$2,241.65	\$2,318.81
September 1, 2020	\$1,974.63	\$2,050.89	\$2,128.62	\$2,208.76	\$2,286.48	\$2,365.19
September 1, 2021	\$2,014.12	\$2,091.91	\$2,171.19	\$2,252.94	\$2,332.21	\$2,412.49

<u>GROUP 10</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$2,120.69	\$2,204.03	\$2,285.94	\$2,372.62	\$2,456.91	\$2,541.69
September 1, 2020	\$2,163.10	\$2,248.11	\$2,331.66	\$2,420.07	\$2,506.05	\$2,592.52
September 1, 2021	\$2,206.36	\$2,293.07	\$2,378.29	\$2,468.47	\$2,556.17	\$2,644.37

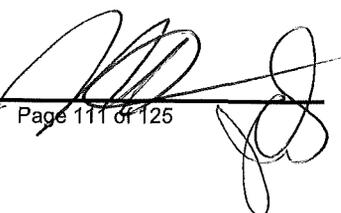
<u>GROUP 11</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$2,324.52	\$2,414.05	\$2,507.87	\$2,599.31	\$2,692.65	\$2,784.09
September 1, 2020	\$2,371.01	\$2,462.33	\$2,558.03	\$2,651.30	\$2,746.50	\$2,839.77
September 1, 2021	\$2,418.43	\$2,511.58	\$2,609.19	\$2,704.33	\$2,801.43	\$2,896.57

<u>GROUP 12</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
September 1, 2019	\$2,558.82	\$2,658.36	\$2,759.32	\$2,861.71	\$2,963.63	\$3,065.07
September 1, 2020	\$2,610.00	\$2,711.53	\$2,814.51	\$2,918.94	\$3,022.90	\$3,126.37
September 1, 2021	\$2,662.20	\$2,765.76	\$2,870.80	\$2,977.32	\$3,083.36	\$3,188.90

<u>GROUP 13</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
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<u>September 1, 2019</u>	<u>\$2,817.42</u>	<u>\$2,924.57</u>	<u>\$3,037.93</u>	<u>\$3,150.31</u>	<u>\$3,262.24</u>	<u>\$3,375.58</u>
<u>September 1, 2020</u>	<u>\$2,873.77</u>	<u>\$2,983.06</u>	<u>\$3,098.69</u>	<u>\$3,213.32</u>	<u>\$3,327.48</u>	<u>\$3,443.09</u>
<u>September 1, 2021</u>	<u>\$2,931.25</u>	<u>\$3,042.72</u>	<u>\$3,160.66</u>	<u>\$3,277.59</u>	<u>\$3,394.03</u>	<u>\$3,511.95</u>

<u>GROUP 14</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>MAXIMUM</u>
<u>September 1, 2019</u>	<u>\$3,070.78</u>	<u>\$3,189.37</u>	<u>\$3,310.81</u>	<u>\$3,437.01</u>	<u>\$3,557.03</u>	<u>\$3,679.42</u>
<u>September 1, 2020</u>	<u>\$3,132.20</u>	<u>\$3,253.16</u>	<u>\$3,377.03</u>	<u>\$3,505.75</u>	<u>\$3,628.17</u>	<u>\$3,753.01</u>
<u>September 1, 2021</u>	<u>\$3,194.84</u>	<u>\$3,318.22</u>	<u>\$3,444.57</u>	<u>\$3,575.87</u>	<u>\$3,700.73</u>	<u>\$3,828.07</u>



Amend MOU #85 wage scales and add a new MOU #85G as follows:

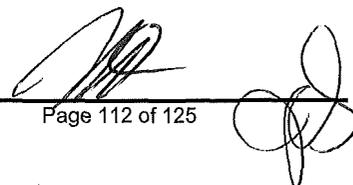
**Memorandum of Understanding #85 G –
Salary Transition for MOU 85 Employees**

Applicability

1. The terms of this MOU will applyies to all full time regular, full time temporary, part time regular and casual employees performing work previously contracted to **Accenture Business Services for Utilities (ABSU) (“MOU 85 Employees”)** including but not limited to: Customer Services (customer ~~contact~~are centre, billing, learning and knowledge, credit/collections); HR (payroll, recruitment services, pension administration, Tempworks); Finance (accounts payable); Office Services (mail and document services, graphics) as defined in the **ABSU Revised Amended Master Services Agreement** and referred to as the “Contracted Services”.

Salary Transition

2. **The salaries of MOU 85 Employees will be increased as follows:**
 - a. **Effective April 1, 2022, increase salaries and salary scales by 25 cents an hour and then increase all salaries and salary scales by 3.24%.**
 - b. **Effective the date of ratification, increase salaries and salary scales by 25 cents an hour and then increase all salaries and salary scales by 5%.**
 - c. **Effective April 1, 2023, increase salaries and scales by the annualized average increase of the BC Consumer Price Index (CPI) over the 12 months starting on March 1, 2022, to a minimum of 5.5% and a maximum of 6.75%.**
3. **Effective March 31, 2024, MOU85 salary scales will be eliminated and MOU 85 Employees will be placed on the wage scales in Article 4.04. MOU 85 Employees will be placed on the step in their job group that is closest to, without being less than, their wage rate in effect as of March 31, 2024.**
4. **Effective April 1, 2024 this MOU will expire and the MOU #85 Hourly Salary Scales and MOU #85 Bi-weekly Salary Scales will be retired.**
5. **The Parties agreed to delete this MOU during the round of bargaining that follows its expiry.**



MOU #85 – Bi-weekly Salary Scales

GROUP 4	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
September 1, 2021	\$1,171.32	\$1,267.93	\$1,352.65	\$1,436.88	\$1,519.63
April 1, 2022	\$1,228.63	\$1,328.37	\$1,415.83	\$1,502.79	\$1,588.22
Date of Ratification	\$1,309.75	\$1,414.48	\$1,506.31	\$1,597.62	\$1,687.32

GROUP 5	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
September 1, 2021	\$1,254.55	\$1,381.40	\$1,473.55	\$1,565.71	\$1,656.39
April 1, 2022	\$1,314.55	\$1,445.51	\$1,540.65	\$1,635.80	\$1,729.41
Date of Ratification	\$1,399.97	\$1,537.47	\$1,637.37	\$1,737.28	\$1,835.57

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$1,338.29	\$1,508.72	\$1,583.06	\$1,657.38	\$1,733.18	\$1,806.52
April 1, 2022	\$1,401.01	\$1,576.96	\$1,653.71	\$1,730.44	\$1,808.69	\$1,884.41
Date of Ratification	\$1,490.75	\$1,675.50	\$1,756.08	\$1,836.65	\$1,918.81	\$1,998.32

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$1,422.02	\$1,644.48	\$1,725.27	\$1,806.52	\$1,888.76	\$1,969.53
April 1, 2022	\$1,487.45	\$1,717.12	\$1,800.53	\$1,884.41	\$1,969.31	\$2,052.70
Date of Ratification	\$1,581.51	\$1,822.66	\$1,910.24	\$1,998.32	\$2,087.46	\$2,175.02

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$1,794.62	\$1,862.00	\$1,935.83	\$2,006.20	\$2,077.04	\$2,149.38
April 1, 2022	\$1,872.12	\$1,941.69	\$2,017.91	\$2,090.56	\$2,163.69	\$2,238.38
Date of Ratification	\$1,985.41	\$2,058.46	\$2,138.49	\$2,214.78	\$2,291.56	\$2,369.99

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$2,014.12	\$2,091.91	\$2,171.19	\$2,252.94	\$2,332.21	\$2,412.49
April 1, 2022	\$2,098.73	\$2,179.05	\$2,260.89	\$2,345.29	\$2,427.13	\$2,510.01
Date of Ratification	\$2,223.35	\$2,307.69	\$2,393.62	\$2,482.24	\$2,568.17	\$2,655.20

GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$2,206.36	\$2,293.07	\$2,378.29	\$2,468.47	\$2,556.17	\$2,644.37
April 1, 2022	\$2,297.20	\$2,386.72	\$2,474.70	\$2,567.81	\$2,658.35	\$2,749.41
Date of Ratification	\$2,431.75	\$2,525.74	\$2,618.12	\$2,715.89	\$2,810.96	\$2,906.57

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$2,418.43	\$2,511.58	\$2,609.19	\$2,704.33	\$2,801.43	\$2,896.57
April 1, 2022	\$2,516.14	\$2,612.31	\$2,713.09	\$2,811.31	\$2,911.55	\$3,009.78
Date of Ratification	\$2,661.63	\$2,762.61	\$2,868.43	\$2,971.56	\$3,076.82	\$3,179.96

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GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$2,662.20	\$2,765.76	\$2,870.80	\$2,977.32	\$3,083.36	\$3,188.90
April 1, 2022	\$2,767.81	\$2,874.73	\$2,983.17	\$3,093.14	\$3,202.62	\$3,311.58
Date of Ratification	\$2,925.89	\$3,038.15	\$3,152.02	\$3,267.48	\$3,382.44	\$3,496.85

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$2,931.25	\$3,042.72	\$3,160.66	\$3,277.59	\$3,394.03	\$3,511.95
April 1, 2022	\$3,045.58	\$3,160.66	\$3,282.42	\$3,403.14	\$3,523.35	\$3,645.09
Date of Ratification	\$3,217.55	\$3,338.38	\$3,466.23	\$3,592.98	\$3,719.21	\$3,847.03

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$3,194.84	\$3,318.22	\$3,444.57	\$3,575.87	\$3,700.73	\$3,828.07
April 1, 2022	\$3,317.71	\$3,445.09	\$3,575.53	\$3,711.09	\$3,839.99	\$3,971.46
Date of Ratification	\$3,503.28	\$3,637.03	\$3,773.99	\$3,916.33	\$4,051.68	\$4,189.72

MOU #85 - Hourly Salary Scales

GROUP 4	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
September 1, 2021	\$15.62	\$16.91	\$18.04	\$19.16	\$20.26
April 1, 2022	\$16.38	\$17.71	\$18.88	\$20.04	\$21.18
Date of Ratification	\$17.46	\$18.86	\$20.08	\$21.30	\$22.50

GROUP 5	MINIMUM	STEP 1	STEP 2	STEP 3	MAXIMUM
September 1, 2021	\$16.73	\$18.42	\$19.65	\$20.88	\$22.09
April 1, 2022	\$17.53	\$19.27	\$20.54	\$21.81	\$23.06
Date of Ratification	\$18.67	\$20.50	\$21.83	\$23.16	\$24.47

GROUP 6	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$17.84	\$20.12	\$21.11	\$22.10	\$23.11	\$24.09
April 1, 2022	\$18.68	\$21.03	\$22.05	\$23.07	\$24.12	\$25.13
Date of Ratification	\$19.88	\$22.34	\$23.41	\$24.49	\$25.58	\$26.64

GROUP 7	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$18.96	\$21.93	\$23.00	\$24.09	\$25.18	\$26.26
April 1, 2022	\$19.83	\$22.89	\$24.01	\$25.13	\$26.26	\$27.37
Date of Ratification	\$21.09	\$24.30	\$25.47	\$26.64	\$27.83	\$29.00

GROUP 8	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$23.93	\$24.83	\$25.81	\$26.75	\$27.69	\$28.66
April 1, 2022	\$24.96	\$25.89	\$26.91	\$27.87	\$28.85	\$29.85
Date of Ratification	\$26.47	\$27.45	\$28.51	\$29.53	\$30.55	\$31.60

GROUP 9	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$26.85	\$27.89	\$28.95	\$30.04	\$31.10	\$32.17
April 1, 2022	\$27.98	\$29.05	\$30.15	\$31.27	\$32.36	\$33.47
Date of Ratification	\$29.64	\$30.77	\$31.91	\$33.10	\$34.24	\$35.40

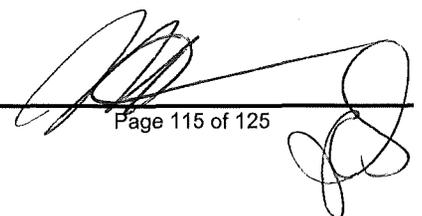
GROUP 10	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$29.42	\$30.57	\$31.71	\$32.91	\$34.08	\$35.26
April 1, 2022	\$30.63	\$31.82	\$33.00	\$34.24	\$35.44	\$36.66
Date of Ratification	\$32.42	\$33.68	\$34.91	\$36.21	\$37.48	\$38.75

GROUP 11	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$32.25	\$33.49	\$34.79	\$36.06	\$37.35	\$38.62
April 1, 2022	\$33.55	\$34.83	\$36.17	\$37.48	\$38.82	\$40.13
Date of Ratification	\$35.49	\$36.83	\$38.25	\$39.62	\$41.02	\$42.40

GROUP 12	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$35.50	\$36.88	\$38.28	\$39.70	\$41.11	\$42.52
April 1, 2022	\$36.90	\$38.33	\$39.78	\$41.24	\$42.70	\$44.15
Date of Ratification	\$39.01	\$40.51	\$42.03	\$43.57	\$45.10	\$46.62

GROUP 13	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$39.08	\$40.57	\$42.14	\$43.70	\$45.25	\$46.83
April 1, 2022	\$40.61	\$42.14	\$43.77	\$45.38	\$46.98	\$48.60
Date of Ratification	\$42.90	\$44.51	\$46.22	\$47.91	\$49.59	\$51.29

GROUP 14	MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	MAXIMUM
September 1, 2021	\$42.60	\$44.24	\$45.93	\$47.68	\$49.34	\$51.04
April 1, 2022	\$44.24	\$45.93	\$47.67	\$49.48	\$51.20	\$52.95
Date of Ratification	\$46.71	\$48.49	\$50.32	\$52.22	\$54.02	\$55.86



Delete MOU #85B and add new MOU #89:

MEMORANDUM OF UNDERSTANDING #85B89

**Hours of Work and Scheduling for ~~MOU 85 Employees Performing~~
Customer Contact Centre~~Care Center~~ Shift Employees~~Work~~**

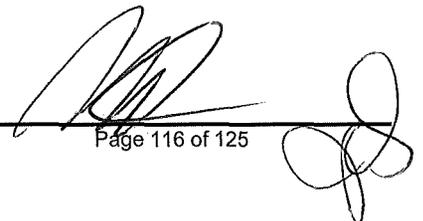
The following terms and conditions apply to employees performing work for the Customer Contact Centre~~Care Center~~ and supercede any related terms and conditions within the BC Hydro/MoveUP collective agreement. For the purpose of this MOU ~~8985-B~~ and related articles, the hours of operation for the Customer Contact Centre~~Care Center~~ may be 24 hours per day, 7 days a week, and as such all Customer Contact Centre~~Care Center~~ employees shall be considered shift employees.

HOURS OF WORK

1. The hours of work shall be the equivalent of 35 hours per week. This will be done by working a normal week of 5 x 7.5 hour days and allowing 17 days a year Reduced Work Week Leave (RWWL) in lieu of the 35 hour week.
 - a. 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. Except when moving from one shift schedule cycle to another, every effort will be made not to schedule 10 working days in a row.
 - b. Work Day: The standard will be 7.5 consecutive hours of work, exclusive of a half-hour unpaid of lunch period in a 24 hour period. The authorized variation will be 7.5 consecutive hours of work, exclusive of an hour long unpaid lunch period in a 24 hour period.
 - c. Statutory Holidays: In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for ~~42~~ 13 days in lieu of statutory holidays per calendar year. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

Part Time Regular Employees

2. Part-Time Regular Employees will not work more than 30 hours per week, except that on a voluntary basis they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.
3. Designated weekly hours for part-time regular positions, providing a minimum of 15 weekly hours, shall be included on the job posting and the part-time regular employee shall select that amount of hours when selecting their shift. The designated hours are not required to be selected for each week, but the total hours over the 12 week shift period must average to the designated hours for the position.



4. A Part-Time Regular Employee who fails to obtain their designated number of hours for a 12 week shift period due to the actions of the Employer shall:
 - a. Be offered a Part-Time Regular shift, if available, with lesser designated hours; or
 - b. Be considered "displaced" for the purposes of Article 9.

Casual Employees

5. Subject to any other provision of the Collective Agreement restricting the use of Casual Employees, a Casual Employee may work part-time on a continuous basis.
6. The Employer shall not hire or use Casual Employees to avoid the continuance, creation or filling of positions for or by Full-Time Regular Employees, Part-Time Regular Employees, or Full-Time Temporary Employees.
7. Casual employees will not work more than 30 hours per week, except that on a voluntary basis or when required to as per paragraph 104-f, they may work up to 37.5 hours per week at straight time rates without change to full-time regular status.

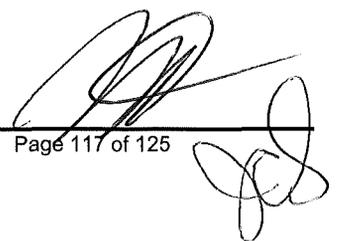
Authorized Variations to Work Hours

8. If agreed between the Union and the Employer, employees may be scheduled to work modified work schedules without overtime rates applying.

SHIFT SCHEDULING

Process for Scheduling

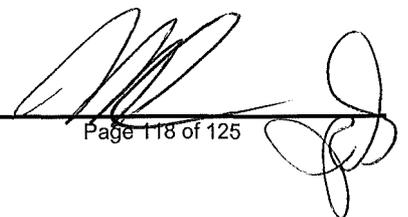
9. The Employer shall set shift schedules for a period of 12 weeks.
10. Employees shall select from the available shifts as set by the Employer in the following order. Shift selections shall be made on a seniority basis:
 - a. **Regular employees shall select a shift block as follows:**
 - i. Full time regular employees shall select a full-time shift block, **and**
 - ii. Part-time regular employees shall select a part-time shift block that aligns with their designated work hours.
 - b. Part-time regular employees may select additional work hours on a voluntary basis, not to exceed 37.5. hours per week.
 - c. Casual employees shall select work hours, not to exceed 30 hours per week.
 - d. If additional hours remain, casual employees may select additional work hours on a voluntary basis, not to exceed 37.5 hours per week.



- e. If additional hours remain, the Employer shall assign the remaining hours to casual employees on a reverse seniority basis, not to exceed 37.5 hours per week.
 - f. If additional hours remain, the Employer shall assign the remaining hours to Part-Time Regular Employees on a reverse seniority basis, not to exceed 30 hours per week.
11. RWWL days will be pre-scheduled in the 12 week shift period, or multiples thereof, with sign up at least 2 weeks in advance, and may be varied by mutual agreement between the employee and Employer.
 12. Employees will not be scheduled to work 6 days in a week. If a 6th day in a week is worked, the Employer will pay overtime for that shift.
 13. The Employer will pay overtime in those situations where a RWWL day is included in a weekly schedule and forms 6 scheduled days in a week.
 14. Shift changes agreed to between employees and requested by the employee will not be subject to overtime penalties, including when employees work more than 5 days in a week.
 15. Once an employee has signed up for a vacation period, the Employer shall not cancel or vary such vacation period except with the consent of the employee.

Additional Hours to Part Time Employees

16. Where the Employer deems it necessary to schedule additional regular hours in addition to the 12 week shift schedule, such hours shall be offered to all Part-Time Regular and Casual Employees in the Customer Contact Centre ~~Care Center~~, usually by mass communication such as email, auto-dialer, and/or text.
17. Additional hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Part-Time Regular and then to Casual Employees.
18. Additional hours required for part of a day will be first offered to Part-Time Regular Employees on a seniority basis, on duty, on site and continuous with their shift. It will then be offered to Casual Employees on a seniority basis, on duty on site and continuous with their shift.
19. Should no employee voluntarily accept such hours, the Employer may direct employees to work those hours, beginning with Casual Employees on a reverse seniority basis followed by Part-Time Regular Employees who have worked less than 30 hours in a week, on a reverse seniority basis.
20. Additional hours due to unanticipated workloads as in paragraphs 1622 through 1925 above will first be offered to employees for whom it will not attract overtime.



Overtime Scheduling

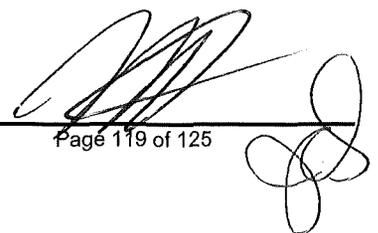
21. Where the Employer requires overtime work to be performed, such hours shall be offered to all employees in the Customer Contact CentreCare Centre, usually by mass communication such as email, auto-dialer, and/or text. Overtime hours available will be given to those employees who replied to the mass communication within a reasonable timeframe given the situation on a seniority basis first to Regular and Full-Time Temporary and then to Casual Employees.
22. For same day overtime work, overtime hours will be given by seniority to employees who are already on duty. ~~and on site.~~ **For same day overtime work following a shift, overtime hours do not have to be adjacent to the employee's scheduled shift. If overtime is non-adjacent and accepted while still on shift, any hours between the end of the employee's scheduled shift and the start of the overtime hours will be unpaid and will not be subject to the language of Article 11.06(b). Article 11.04(g)(1) will apply from the start of the overtime hours.**
23. If no employee voluntarily accepts the overtime work, qualified employees working outside of the Customer Contact CentreCare Centre may be offered the overtime work. If there are no qualified volunteers outside of the Customer Contact CentreCare Centre, the Employer shall assign such work to Casual Employees on a reverse seniority basis within a job classification, followed by Full-Time Temporary and Regular Employees on a reverse seniority basis within a job classification.

Premium Payments

24. Employees will be paid straight-time wages for scheduled regular hours worked on Saturdays, ~~and Sundays, and statutory holidays.~~ **Employees will be paid at time and one-half (150%) for statutory holidays.**
25. All regular time worked between 1800 and 0600 hours, or all regular hours worked on Sundays shall attract a 12% premium.
26. The following replaces Article 11.04 (c): Except for Casual Employees, an employee called to work on a normal day off shall be paid at the rate of double time (200%).
27. The following replaces Article 11.06 (b): Except for Casual employees, an employee called in to work on a normal day off shall be paid overtime rates for a minimum of 2 hours but from the time the employee leaves their residence. One half-hour at the applicable rate shall be allowed paid to an employee to return to their living quarters on completion of a call-out irrespective of the amount of time actually worked.

Shift Change Notice

28. The Employer may change an established schedule for a Part-Time Regular or Casual Employee but must provide the employee a minimum of 2 weeks' notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the Employee and the Employer.



29. Consideration will be given to individual circumstances in the event that an employee has legitimate reasons for delaying the start of the new shift (e.g., child or elder care requirements).

ADDITIONAL TERMS RELATING TO CASUAL EMPLOYEES

Restrictions on Use of Casual Employees

30. Casual Employees shall make up no more than 30% of the total workforce over any three-month period.
31. Starting at the end of the first full quarter of a fiscal year following the signing of the collective agreement, the Employer shall provide a quarterly report to the Union respecting the number of employees in each employee classification on the last day of each calendar month of that quarter to establish a monthly ratio. A ratio shall be calculated by taking the average of the ratios of each calendar month in the quarter. If the quarterly ratio exceeds 30%, the Employer shall notify the union and post sufficient Full-Time Regular positions so as to reduce the ratio of Casual Employees at or below 30%, and shall maintain such positing and provide a monthly report to the Union on the last day of each calendar month until such ratio is met, following which reporting periods will revert to the regular quarterly reporting period.

Casual Employee Leaves

32. Casual Employees shall be entitled to a minimum of 2 weeks' leave of absence without pay in lieu of vacation in a calendar year.
33. Casual Employees shall select their leaves of absence in order of seniority as defined in this Agreement, following the vacation selection of Regular and Full-Time Temporary Employees under Article 14.
34. The provisions of Article 14.06 (Broken Vacations) shall apply to the leaves of absence for Casual Employees except that normally at least 1 week of the year's entitlement must be taken as a continuous period.
35. The leaves of absence set out above shall not conflict with essential departmental requirements.

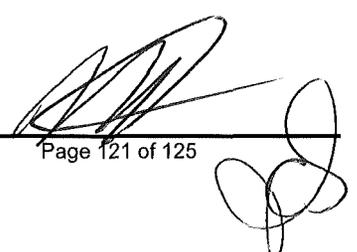
COMPLETING CALLS AT END OF SHIFT

36. The Parties recognize that completing a customer call is part of the normal duties of the Customer Contactare-Centre agent and is important in maintaining customer satisfaction.
37. Therefore, the Parties agree on the following compensation to be paid to Customer Contactare Centre agents when working beyond their normal shift to complete a customer call and to complete calls remaining in the queue:
- a. The requirement to pay the minimum of 1/2 hour on each occasion is waived;

- b. Overtime rates are paid by the minute on each occasion up to and including the 15th minute beyond their normal shift;
- c. If the employee works more than 15 minutes and up to 30 minutes beyond their normal shift, they will be paid the required minimum 1/2 hour at overtime rates; and
- d. All time so worked shall be calculated and paid each pay period.

PROBATIONARY PERIOD

38. New hires in the Customer Contact Centre will serve a 9 month probationary period.

A handwritten signature in black ink, followed by a large, loopy scribble or flourish.

Amend MOU# 87 as follows:

~~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.~~

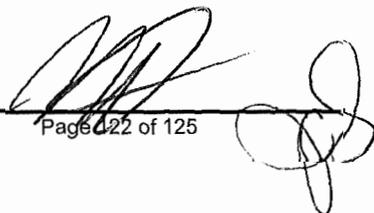
~~An employee scheduled on standby, will be paid 2 hours at straight time for the 24-hour period commencing daily at 08:00 Monday to Thursday, inclusive, 3 hours at straight time for the 24-hour period commencing at 08:00 Friday, and 4 hours at straight time for the 24-hour period commencing at 08:00 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.~~

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

Add a new MOU #90 as follows:



May 24, 2016

Movement of United Professionals
Suite 301 – 4501 Kingsway
Burnaby, BC V5H 0E5

Attention: Barbara Junker

Dear Barbara:

**Re: Article 7.11(c) Return to Base Position after Temporary Assignment
BCH File # CG F15-14**

Further to the ongoing Step III grievance discussions between the parties related to article 7.11(c) the Employer is prepared to settle this matter on a without prejudice and precedent basis on the following terms:

1. A regular employee can remain in any full time temporary (FTT) position defined in article 1.06(c)1 for up to three (3) years and maintain the right to return to his/her regular job (base job) in accordance with article 7.11(c). After three years, a regular employee must return to his/her base job for twelve (12) months, unless the base job manager waives this three year maximum.

2. If *bona fide* operational requirements exist, the base job manager may direct an employee on an FTT to return to his/her base position prior to the expiry of the approved term.

The Union reserves the right to grieve whether or not the manager has reasonably applied his/her discretion to direct the employee back to his/her base position.

Bona fide operational requirements may exist where, for example, a critical project/work arises that requires the employee or there has been a critical change to the manager's team such as temporary or permanent loss of team member which leaves a significant gap in experience and expertise.

3. If the FTT position attracts a higher rate than the base job, an employee who is required to return to their base position as a result of *bona fide* operational reasons will be compensated at the higher rate for the remainder of the FTT term.

To confirm the Union's agreement to settle this matter on the basis of the terms outlined above, please sign and return to me a copy of this letter.

Best regards,

Alexia Jones
Employee Relations Advisor

By my signature, I agree on a without prejudice and precedent basis to settle this matter on the basis of the terms outlined above.

Name: Barbara Junker Date: 29 June 2016 Signature: [Signature]

bc.hydro.com

Add a new MOU #91 as follows:

**MEMORANDUM OF UNDERSTANDING # 91
Re: RESTORATION CENTRE SHIFT TRADES**

WHEREAS the Parties wish to provide opportunities for work-life balance and flexibility amongst shift employees at the Restoration Centre.

The Parties agree that this Memorandum of Understanding sets out the basis for employee-initiated shift trades within the Restoration Centre.

- (a) Management approval is required for all shift trades.**
- (b) Shift trades will not be subject to overtime.**
- (c) Shift trades will be permitted for full shifts only and will not be approved for partial shifts.**
- (d) Shift trades will only be granted if both shifts have been specified.**
- (e) This Memorandum of Understanding will remain in effect for the term of the collective agreement.**
- (f) Either Party may terminate this MOU with 30 days written notice.**



Mike Novak
MoveUP, Local 378



Jennifer Cooper-Stephenson
B.C. Hydro and Power Authority

Add a new MOU #92 as follows:

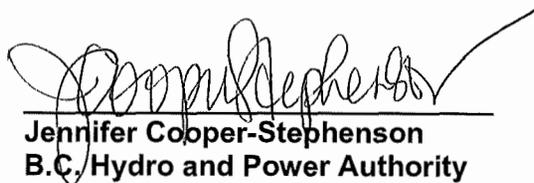
**MEMORANDUM OF UNDERSTANDING # 92
Re: Supplementary Standby Language**

For the duration of the renewed collective agreement, work areas outside of those listed in Article 11.08 may use standby in accordance with the terms and conditions set out in Article 11.08(a) through (d).

This MOU will expire March 31, 2025 unless renewed by the Parties during collective bargaining.



**Mike Novak
MoveUP, Local 378**



**Jennifer Cooper-Stephenson
B.C. Hydro and Power Authority**