

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY (BC HYDRO)**

**(The "Employer")**

**AND**

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES' UNION (COPE), LOCAL 378**

**(The "Union")**





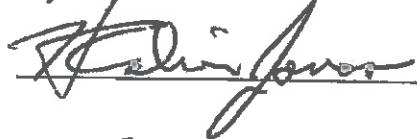

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Subject to ratification by their respective principals, the Parties hereby agree to renew their Collective Agreement on the following terms:

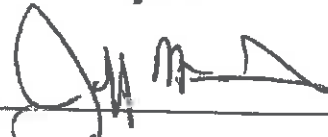





1. The term of the renewed Collective Agreement shall be for two (2) years from April 1, 2012 to March 31, 2014, both dates inclusive.
2. Except as specifically amended below and by the attached, all terms and conditions of the Collective Agreement effective from April 1, 2010 through March 31, 2012, 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.
3. The Parties agree to recommend ratification of this Memorandum of Agreement, without reservation, to their respective principals.
4. Unless otherwise specified, all added or revised terms and conditions shall become effective on the date of ratification.
5. All items discussed by the Parties during the negotiations and not addressed herein shall be considered withdrawn on a without prejudice basis.

Agreed to this 20 day of November, 2012, in the City of Burnaby, British Columbia.

For COPE 378:

  
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For BC Hydro:

  
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## **1. TERM OF COLLECTIVE AGREEMENT**

Amend Title Page/Preamble to read as follows:

"WITNESSETH that the Parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code and any subsequent equivalent legislative provisions, and that the following provisions shall take effect and be binding upon the Parties for the period commencing 1 April ~~2010~~2012 and ending on 31 March ~~2012~~2014, and thereafter until terminated as follows:

A representative of the Party of the First Part, or a representative of the Party of the Second Part may at any time give to the other party "four" months or more written notice of its intention to re-open the Agreement on that date or any date thereafter. The Agreement shall be re-opened on the date specified in such notice.

This Collective Agreement shall remain in full force and effect until a new and/or revised Collective Agreement is signed by the Parties."

## **2. SALARY SCALES ADJUSTMENTS**

Amend article 4.04 to read as follows:

### **"4.04 SALARY SCALES AND ALLOWANCES**

- (a) Effective April 1, 2012, all salaries and scales will receive a 1% wage increase to be applied to the wage rates in effect on March 31, 2012 as contained in Article 4.05:
- (b) Effective October 1, 2012, all salaries and scales will receive a 1% wage increase to be applied to the wage rates in effect on September 30, 2012.
- (c) Effective April 1, 2013, all salaries and scales will receive a 1% wage increase to be applied to the wage rates in effect on March 31, 2013.
- (d) Effective October 1, 2013, all salaries and scales will receive a 1% wage increase to be applied to the wage rates in effect on September 30, 2013.
- (e) deleted"

**3. SECURITY SENSITIVE POSITIONS – MOU - Agreed to a NEW MOU as attached.**

**4. PAYMENT OF MOVING EXPENSES**

Amend article 5.12 to read as follows:

**“5.12 PAYMENT OF MOVING EXPENSES**

- (a) This Article shall apply to regular employees, and temporary employees who have accumulated at least one year’s accredited service in the last 2 years, who are required to change their established headquarters, either at management’s direction or as the result of successfully applying for a bulletined job,
  
- (b) The Employer shall notify the employee in writing, whether the change is permanent or temporary. When the change is to a position of a continuing nature, outside the municipal area or town in which the employee's established headquarters is located, and where their new established headquarters is further away from their place of residence than their previous established headquarters, and where the employee establishes a new primary residence that is at least 30 kilometers closer to the new headquarters within the Lower Mainland or at least 50 kilometres closer to the new headquarters outside of the Lower Mainland (both by the shortest usual public route), the Employer will bear the cost of moving expenses in accordance with the following:...”

*Interpretation note: For the purposes of this clause, the definition of Lower Mainland is the Lower Mainland District as defined by the Ministry of Transportation as at October 31, 2012.*

**5. PER DIEMS**

Amend article 5.10 to read as follows:

“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 \$25.00 per day in lieu of board only; or \$33.00 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 up to \$40.00 per day without receipts; claims over the per diem amount \$40.00 per day must be supported by receipts.
  - ii. Employees entitled to reimbursement for less than three (3) meals per day, may claim without receipts 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 allowance as follows."

<del>1. Breakfast</del>	<del>\$9.00</del>
<del>2. Lunch</del>	<del>\$11.00</del>
<del>3. Dinner</del>	<del>\$20.00</del>
<del>Effective Nov. 1, 2002</del>	

~~Reimbursement per meal over these amounts must be supported by receipts.~~

## 6. LUNCH ENTITLEMENT

Amend article 5.08 to read as follows:

- 5.08 (a) Where Employees are temporarily assigned to work away from their established headquarters, the Employer will provide board and, where necessary, lodging at no cost to the Employee in accordance with either Clause(s) 5.09, 5.10 or 5.11 below, depending upon the circumstances. Other reasonable expenses may be allowed, subject to supervisory control.
- (i) Notwithstanding the provisions of Clause 5.08(a) above, where an Employee is temporarily assigned to work away from his or her established headquarters within the Employee's local geographic area, as defined in Clause 9.01(d), the Employee's entitlement to claim a lunch will be as follows; shall not be entitled to any payment for an otherwise applicable meal if the following conditions are satisfied:

~~(1) The temporary assignment is at another BC Hydro headquarters equipped with cafeteria facilities and/or a lunchroom.~~

~~(2) The Employee must have been advised by the Employer prior to the end of his or her shift on the previous work day that on the following work day the Employee would be working temporarily away from his or her established headquarters but within the Employee's local geographic area~~

1) Lunch is claimable if:

- i. The Employee is working outside of their geographic area, with the exception of Employees identified in 5.08 2) i.
- ii. The Employee is not provided with advanced notice by a Manager of the need to work away from their established headquarters. Advanced notice for the purposes of this article is notice no later than the end of the Employees previous regular shift.

2) Lunch is not claimable if one or more of following criteria apply:

- i. The Employee is required to do regular field work as part of their position, and such work is known and planned in advance to be away from their regular headquarter, even if the work is outside of their geographic area but within 100 kilometers of the established headquarters.
- ii. The Employee is working away from their established headquarter, but are working at another BC Hydro facility which is equipped with cafeteria or lunchroom facilities within their geographic area.

- (b) If an Employee who is quartered in a commercial facility requests a room for himself/herself for either health or personal reasons, such request would be granted provided accommodation is available at the time.

**7. OVERPAYMENT RECOVERY-- MOU - Agreed to a NEW MOU as attached.**

## 8. LENGTH OF SERVICE INCREASES

Amend article 4.03 to read as follows, effective April 1, 2013:

### 4.03 LENGTH-OF-SERVICE INCREASES

- (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) Increases will not be granted to employees on probation. When in the opinion of the Employer the employee has fully restored his/her performance at some subsequent date, the employee shall regain his/her position within the salary scale on a non retroactive basis.~~
- (c) Only one length of service increase will be granted an employee while on sick leave, pregnancy leave, parental leave and adoption leave. After returning to work, the employee will next be entitled to an increase on the same date he/she would have been entitled to an increase had the employee not been absent for sickness. 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.
- ~~(d) Employees who have been on any other leave of absence in excess of 3 months during the length of service period will receive a prorated length of service increase; that is, for each completed month of service in his/her present job since the last length of service increase the employee will have 1/12 of the next length of service increase for that job added to his/her basic salary. Employees who are on such leaves of absence on their length of service date will receive a prorated increase as described above on the first of the month following their return to work.~~
- ~~(e) 1. All employees in service on 1 January 1984 shall retain their 1 May or 1 November length of service increase date except as otherwise provided.~~

- ~~2. All new employees or re-hires entering service after 1 January 1984 shall receive a length of service increase on their defined anniversary date except as otherwise provided.~~
- ~~(f) 1. An employee who by definition, laterally transfers between non-office jobs, or from a non-office job rate to a job-grouped salary scale, or conversely, will receive his/her first length of service increase in the new job on the same date as the employee would have been entitled to receive a length of service increase had he/she remained on the former job.~~
- ~~2. The length of service increase will be the appropriate dollar increment based on the new salary scale. Thereafter, the employee will progress on the dates applicable to his/her position on the new salary scale.~~
- (g) 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 his/her salary range will have his/her salary increased to the next higher step in that range.
  2. An employee whose salary is between steps of his/her salary range will have his/her salary increased by an amount equal to the difference between the two steps between which his/her salary falls but where the increase would place his/her salary above the second higher step in the range beyond his/her salary prior to the application of the increase, his/her salary will only be increased to the second higher step.
- ~~(h) Time worked continuously on different jobs having the same job group shall be cumulative.~~
- ~~(i) When an employee is promoted, the employee will receive a prorated length of service increase at the time of promotion; that is, for each completed month of service in his/her present job since his/her last length of service increase the employee will have 1/12 of the next length of service increase for that job added to his/her basic salary. Article 7.04 will then be used to determine the promotional increase. A "completed month" is where the promotion date is beyond the fifteenth day of a month.~~



- ~~(j) — Employees who are promoted will have their length of service date established on the anniversary date of their promotion.~~
- (k) 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 1<sup>st</sup> and 15<sup>th</sup> 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 16<sup>th</sup> and last day (inclusive) of any month, the anniversary date will be the first day of the next month plus one year.
- ~~(l) — An employee whose job is reclassified to a higher salary grade as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 7.04 and will continue to receive length of service increases on the new job on the same date as he/she would have received them had the employee been on the lower job. Employees who were at the maximum on the lower job will receive their first length of service increase on the higher job on the anniversary date of the job reclassification.~~

Amend and replace article 7.04(a) to read as follows:

#### **7.04 PERMANENT PROMOTIONS**

- (a) When an employee is promoted, including due to job reclassification, the employee's salary will be increased to the step in the new job group that is one step lower, per group being promoted, than their step in their current group, or the minimum of the new group whichever is higher. If an employee is off-step their salary will be increased to the step in the new group that is at least 5% higher than their current rate, or the minimum of the new group whichever is higher; or where the resultant salary would be higher than the maximum of the new group, they shall receive such maximum.
- ~~(a) When an employee is promoted the employee will receive an increase of 5% on his/her base rate (or 5% per group of promotion, as the case may be) except that where the resultant salary would be less than the minimum of the new job group the employee shall receive such minimum; or where the resultant salary would be higher than the maximum of the new job~~

~~group, he/she shall receive such maximum. For the purposes of this clause, "base rate" shall mean salary for the former job plus any prorated length of service increase as determined under Article 4.04 (i).~~

Amend article 7.05 (a) 6. to read as follows:

~~An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases on their base rate which the employee would have received on the lower grouped job and his/her temporary increase salary will be increased according to 7.05(a) 1, 2, 3 or 4. A temporarily promoted employee will also be eligible for length-of-service increases on the higher grouped job if the temporary promotion is renewed and thus exceeds 12 months in duration. However, the salary resulting from a length-of-service increase on the higher grouped job shall at no time be higher than the salary the employee would have received had the employee been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which he returns to his/her regular job shall include any increases which would otherwise have come to the employee during the period of transfer.~~

## 9. ANNUAL VACATION ACCRUAL

Amend article 14.10 to read as follows, effective January 1, 2013:

### "14.10 ANNUAL VACATION EARNED WHILE ON LEAVE

Annual vacation will continue to be earned while employees are on leave, except while on long-term disability, unpaid union, education or unpaid personal leave."

### ~~14.10 PRORATION OF ANNUAL VACATION ENTITLEMENT~~

- ~~(a) Absences due to A.V., Time Off Bank, WCB, RWWL, pregnancy leave, parental leave and adoption leave~~  
~~Absences due to A.V., Time Off Bank, WCB, RWWL, pregnancy leave, parental leave and adoption leave will not reduce subsequent vacation entitlements.~~
- ~~(b) Absences due to sick leave and income continuance~~  
~~In any case, where an accumulation of such absences exceed 6 calendar months in a calendar year, vacation entitlement in the following calendar year will be reduced by one sixth (1/6) for each full month of absence in excess of 6 months.~~
- ~~(c) Absences other than in (a) and (b) above~~  
~~Where an accumulation of such absences exceed 3 calendar months in~~

~~any calendar year, annual vacation in the following calendar year will be reduced by 1/9 for each full month of absence in excess of 3 months.~~

## **10. STATUTORY HOLIDAYS**

Amend article 13.01 (a) to include "Family Day" and read as follows:

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

New Year's Day	B.C. Day
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada 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."

## **11. BEREAVEMENT LEAVE**

Amend article 14.16 to read as follows:

### **"14.16 BEREAVEMENT LEAVE**

Leave of absence with pay not exceeding 3 days shall be granted an employee in the event of a death in the immediate family. Immediate family shall include: spouse, common-law spouse, children, step-children or foster children, parents, step-parents or foster parents, siblings or step-siblings, grandparents, grandchildren, and parents-in-law. Additional leave with pay in excess of 3 days is subject to the approval of the Employee's Manager, such approval shall not be unreasonably denied."

**12. GAINSHARING – MOU #55a & #55b** - Amend and renew MOU as attached.

**13. TELEWORK – MOU #78 & #79**- Amend and renew MOU as attached.

**14. LABOUR RELATIONS FORUM – MOU #54A** – Agreed to a NEW MOU as attached.

## **MEMORANDUM OF UNDERSTANDING #79**

### **Re: Telework Pilot Project – 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 BC Hydro and / or circumstances that cannot be anticipated or predicted, including:

- natural disasters, such as floods, earthquakes, hurricanes, tornadoes;
- power outages;
- pandemics;
- ~~the 2010 Winter Olympics;~~
- Government or Police declared emergency situations;
- fires (forest and other) and Snowstorms.

This MOU will apply when BC Hydro determines that an exceptional circumstance has or is likely to occur. Employee Relations will advise the Union when the MOU will apply. Should an exceptional circumstance exceed three weeks in duration, Union agreement will be required for the MOU 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 MOU, and will not be unreasonably denied.

In an effort to prepare for such circumstances, the parties agree as follows:

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will telework. This does not include other company locations.
2. Telework is voluntary and must be agreed to by the manager and the employee.
3. An employee may make a request of his/her 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. whether the Telework arrangement would maintain or improve service or productivity;
  - b. the nature of the position, the job duties, and the impact on colleagues and clients;
  - c. the employee's suitability, taking into consideration performance and work style/independence;
  - d. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by BC Hydro;
  - e. 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.

Requests will not be unreasonably denied.

5. 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.
6. The number of days per week that an employee will be permitted to Telework will vary, taking into consideration the nature of the exceptional circumstances.
7. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
8. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime or during a break period), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.
9. An employee may be permitted, with pre-approval from his/her manager, to split his/her working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.
10. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. Generally a minimum of 24 hours notice will be provided, but employees may be required to return to the office on shorter notice. Managers will exercise reasonableness and will take into consideration personal circumstances when employees are requested to return to the office on short notice.
11. The Union will receive a copy of all Telework agreements.

#### Health & Safety

12. 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 him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided, unless the exceptional circumstances render this impossible. The employee agrees to allow for an audit of the workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours notice to the employee prior to the audit.
13. The employee must notify his/her manager immediately of any job related accidents that occur in the Telework location.



### Costs and Equipment

14. BC Hydro will not normally incur any additional costs as a result of a Telework arrangement.
15. BC Hydro will provide the employee with VPN access to allow access to the Hydro network from his/her personal computer at the Telework location. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).
16. 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.

### Other Employee Responsibilities

17. The employee is responsible for securing and protecting BC Hydro'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.
18. The employee must not conduct in-person meetings at the Telework location.
19. 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 his/her job responsibilities.
20. The employee is expected to maintain the same level of professionalism as in his/her normal work place.
21. 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.
22. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

### Terms of the Telework ~~Project - Pilot~~ – Exceptional Circumstances

47. The parties agree that the Telework ~~project~~ pilot will be in place for a ~~one~~ -year period from November ~~\_\_\_\_~~, ~~2009~~12 to November ~~1, 2010~~ March 31, 2014.
48. ~~The parties will indicate, by 30 days prior to the expiry of the MOU, whether there is a desire to continue with Telework and will enter into subsequent negotiations if there is a mutual desire.~~

Agreed to this 20 day of November, 2012, in the City of Burnaby, British Columbia.


**For COPE 378:**



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**For BC Hydro:**



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## **MEMORANDUM OF UNDERSTANDING #78**

### **Re: Telework Pilot Project**

#### **Preamble**

This memorandum is intended to build on the evolving nature of work and to provide flexibility on the location in which work gets completed, in addition to the flexibility already provided in hours of work. The memorandum is also meant to recognize that the traditional methods of "work" are changing and that BC Hydro and COPE are endeavouring to be responsive to the needs of the business, as well as their employees and members.

#### **Governing Principles**

- a) Conservation – one of BC Hydro's primary goals, objectives and values is focused around conservation. Allowing telework supports this objective.
- b) Honesty and Integrity – BC Hydro and COPE understand 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.
- c) Governance – It is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectations are communicated, documented, and the proper approvals are in place per this Memorandum.
- d) Professionalism – BC Hydro 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.
- e) 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 places 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 BC Hydro, COPE, and its employees.

#### **Examples of Opportunities for Telework**

- (i) occupations that involve traveling or where traveling is required for business reasons
- (ii) workers that require quiet space to work
- (iii) occasional mid-day appointments
- (iv) other situations where the manager and employee mutually agree that the arrangement may be beneficial

The primary intent of this Memorandum is for regular and on going telework arrangements, although one-off circumstances as described above are also covered. For exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement



weather), and emergency situations that may result in telework please refer to MOU # 79. Telework may also be a consideration in accommodation cases, although this would occur under our Duty to Accommodate obligations and outside of the ~~the pilot telework project~~.

#### **Terms of the Telework Pilot Project**

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will Telework. This does not include other company locations.
2. Telework is voluntary and must be agreed to by the manager and the employee.
3. An employee may make a request of his/her 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. whether the Telework arrangement would maintain or improve service or productivity;
  - b. the nature of the position, the job duties, and the impact on colleagues and clients;
  - c. the employee's suitability, taking into consideration performance and work style/independence;
  - d. the nature of equipment and supplies associated with the request, including whether any cost would be incurred by BC Hydro;
  - e. 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.

Requests will not be unreasonably denied.

5. The number of days per month that an employee will be permitted to Telework will vary depending on the particular circumstances, but as a general guideline it should not exceed two days per week. Union agreement is required should it exceed two days per week and requests will not be unreasonably denied. PTR employees may be permitted to work a pro-rated amount of days based on their average number of days per week.
6. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
7. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.
8. An employee may be permitted, with pre-approval from his/her manager, to split his/her working hours during a day to, for example, allow the employee to tend to a personal

matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.

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.
10. The union will receive a copy of all Telework agreements.

#### **Health & Safety**

11. 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 him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours notice to the employee prior to the audit.
12. The employee must notify his/her manager immediately of any job related accidents that occur in the Telework location.

#### **Costs and Equipment**

13. BC Hydro will not normally incur any additional costs as a result of a Telework arrangement.
14. BC Hydro will provide the employee with VPN access to allow access to the Hydro network from his/her personal computer at the Telework location. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).
15. 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.

#### **Other Employee Responsibilities**

16. The employee is responsible for securing and protecting BC Hydro'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.
17. The employee must not conduct in-person meetings at the Telework location.
18. The employee must ensure dependant care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.

19. The employee is expected to maintain the same level of professionalism as in his/her normal work place.
20. 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.
21. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

**Terms of the Telework Pilot Project**

22. The parties agree that the Telework pilot project will be in place for a one-year period from November \_\_\_\_\_, 2009~~12~~ to November 4, 2010 March 31, 2014.
23. The parties will meet to discuss the Telework pilot project on a quarterly basis
24. ~~The parties will indicate, by 30 days prior to the expiry of the Telework pilot, whether there is a desire to continue with Telework and will enter into subsequent negotiations if there is a mutual desire.~~

Agreed to this 20<sup>th</sup> day of November, 2012, in the City of Burnaby, British Columbia.


For COPE 378:



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For BC Hydro:



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**MEMORANDUM OF UNDERSTANDING #55(b)**  
**Re: POWERTECH GAINSHARING PROGRAM**

BC Hydro agrees to implement a Gainsharing Program for the fiscal year April 1, 2012 to March 31, 2014. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and nonunion) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible COPE members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan*, and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of four percent (4%) to each eligible employee based on that employee's regular earnings.
- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit measures, as determined by BC Hydro.
- Should BC Hydro implement an individual measure, an additional one percent (1%) will be added to the maximum potential value of the gainsharing plan to bring the Plan to a maximum of 5% of an employee's regular earnings. Employees who do not participate in the individual measure will not receive any portion of the additional 1% percent.
- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.
- The scoring range for each measure during the fiscal year ending March 31 is:
  - Level – Score Interpretation
  - 0 - (below threshold, no payment)
  - 1 - (threshold, minimum payment)
  - 2 - (good performance, medium payment)
  - 3 - (excellent performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

**Gainsharing F2013 and 2014**

BC Hydro agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2012 to March 31, 2014. The objective of the Gainsharing

Program is to establish an incentive framework that will focus all BC Hydro employees (union and non-union) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible COPE members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan*, and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of five percent (5%) to each eligible employee based on that employee's regular earnings.
- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by BC Hydro.
- BC Hydro may implement a measure or combination of measures that could direct up to 2% of the maximum potential value of the gainsharing plan on team or individual basis.
- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or department and/or team or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.
- The scoring range for each measure during the fiscal year ending March 31 is:
  - Level – Score Interpretation
  - 0 - (below threshold, no payment)
  - 1 - (threshold, minimum payment)
  - 2 - (goal performance, medium payment)
  - 3 - (maximum performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

### **Other Considerations**

- 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 income continuance during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on time actually

worked. For example, an employee who starts a leave of absence on 1 January 2006 would be eligible to receive 9/12 of the total award.

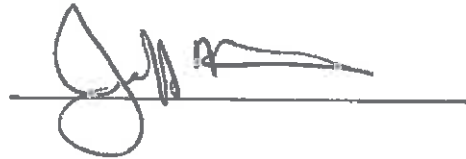
- Employees will have the option of taking their Gainsharing award in the form of a lump sum payment or they may choose to direct the full amount toward the BC Hydro Group RRSP as long as they are members of such a plan and have the RRSP room to do so.
- Employees who are terminated for cause or who voluntarily terminate their employment prior to 31 March of the fiscal year are not eligible for this award.
- A communication package will be assembled and communication updates will be provided throughout the year.

Agreed to this 20<sup>th</sup> day of November, 2012, in the City of Burnaby, British Columbia.

**For COPE 378:**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

**For Powertech Labs Inc.:**

A handwritten signature in black ink, featuring a large loop and a long horizontal stroke, positioned above a solid horizontal line.



## MEMORANDUM OF UNDERSTANDING #55(a)

### Re: GAINSHARING

BC Hydro agrees to implement a Gainsharing Program for the fiscal year April 1, 2012 to March 31, 2014. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and nonunion) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible COPE members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan*, and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of four percent (4%) to each eligible employee based on that employee's regular earnings.
- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit measures, as determined by BC Hydro.
- Should BC Hydro implement an individual measure, an additional one percent (1%) will be added to the maximum potential value of the gainsharing plan to bring the Plan to a maximum of 5% of an employee's regular earnings. Employees who do not participate in the individual measure will not receive any portion of the additional 1% percent.
- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.
- The scoring range for each measure during the fiscal year ending March 31 is:
  - Level – Score Interpretation
  - 0 - (below threshold, no payment)
  - 1 - (threshold, minimum payment)
  - 2 - (good performance, medium payment)
  - 3 - (excellent performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

### **Gainsharing F2013 and 2014**

BC Hydro agrees to implement a Gainsharing Program for the fiscal years commencing April 1, 2012 to March 31, 2014. The objective of the Gainsharing Program is to establish an incentive framework that will focus all BC Hydro employees (union and non-union) on specific performance objectives aligned to the success of the organization. The following outlines the terms and conditions for the Gainsharing Program for eligible COPE members:

- The Gainsharing Program will be calculated on measures based on the *BC Hydro Service Plan*, and targets established by BC Hydro and, if all the targets are achieved and/or exceeded, it will provide a potential value of five percent (5%) to each eligible employee based on that employee's regular earnings.
- The Gainsharing Program may be focused on a combination of Corporate, Lines of Business, and/or Key Business Unit and/or department, team and/or individual measures, as determined by BC Hydro.

- BC Hydro may implement a measure or combination of measures that could direct up to 2% of the maximum potential value of the gainsharing plan on team or individual basis.
- The amount of the gainsharing payout, if any, may vary between employees based on performance on Line of Business, Key Business Unit, and/or department and/or team or individual measures, and will be paid out as soon as practicable following the tabulation of the year-end results.
- The scoring range for each measure during the fiscal year ending March 31 is:
  - Level – Score Interpretation
  - 0 - (below threshold, no payment)
  - 1 - (threshold, minimum payment)
  - 2 - (goal performance, medium payment)
  - 3 - (maximum performance, maximum payment)

Measures, Targets, Scoring Range, and potential Gainsharing Payouts will be determined by BC Hydro.

#### Other Considerations

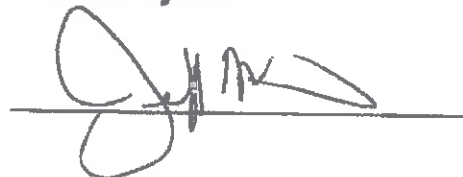
- New employees will have to work a minimum of three (3) months [sixty-three (63) working days] in order to be eligible for a Gainsharing pay out for the fiscal year.
- Regular and temporary employees will receive a pro-rated Gainsharing pay out based on the number of full months worked during the fiscal 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 income continuance during the fiscal year will be eligible to receive a pro-rated award during the fiscal year based on time actually worked. For example, an employee who starts a leave of absence on 1 January 2006 would be eligible to receive 9/12 of the total award.
- Employees will have the option of taking their Gainsharing award in the form of a lump sum payment or they may choose to direct the full amount toward the BC Hydro Group RRSP as long as they are members of such a plan and have the RRSP room to do so.
- Employees who are terminated for cause or who voluntarily terminate their employment prior to 31 March of the fiscal year are not eligible for this award.
- A communication package will be assembled and communication updates will be provided throughout the year.

Agreed to this 20<sup>th</sup> day of November, 2012, in the City of Burnaby, British Columbia.

For COPE 378:



For BC Hydro:





## **MEMORANDUM OF UNDERSTANDING #54A**

### **RE: COPE AND BC HYDRO'S LABOUR RELATIONS FORUM Issues arising from 2012 collective bargaining**

In negotiations for a new collective agreement dated April 1, 2012 to March 31, 2014 the parties agreed to have the following issues addressed through the Labour Relations Forum. COPE and BC Hydro will endeavor to review the current collective agreement with the goal of reviewing possible cost savings and efficiencies prior to the next round of collective bargaining.

#### **1. Working/Problem Solving Sessions**

A consultative Forum (known as the Labour Relations Forum) is established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within BC Hydro. This Forum will consist of quarterly scheduled meetings between the parties, and other such meetings as required, with the expectation that there would be no less than four meetings per year.

#### **2. Representation**

There will be two designated senior representatives assigned from each party, one of which will be the President, COPE Local 378 (or designate), and the other, the Manager, Labour Relations, BC Hydro (or designate). The designated representatives will coordinate their respective agendas and will work toward the resolution of issues brought forward. Other participants may be brought in by the parties on an "as required" basis to act as a resource in helping resolve the issues being addressed.

#### **3. Issues to be Addressed**

Issues brought forward by the parties may include, but not be limited to, the following:

Union proposals – Articles 1.03, 1.04, 1.06, 1.16, 3.10, 3.16, 4.02, 5.15, 7.09, 7.10, 7.15, 9.01, 9.04, 9.08, 15.07, 19.03, 23.01, 23.04.

U27 proposals – Articles 1.05, 1.17, 2.06, 2.07, 4.01, 7.05, 9.05, 9.12, 10.03, 11.03, 11.10, 15.04, 19.07, 19.08, 26.04.

U28 proposals– MOU #'s 6, 9, 15, 21, 29, 28, 44, 65, 72, 73, 74, 75, 76, 81, X1, X7, X10.

Telework Agreements - MOU #78 & #79; the parties agree to discuss the future viability of "satellite offices" being included in the telework agreement(s).

Job Evaluation Plan & Article 2; the parties agree to review and discuss the COPE Job Evaluation Plan. The discussion will include reviewing the current factors and factor points.

M6 – Medical Documentation & Article 15.07; the parties agree to discuss the sick leave and recovery facilitation process. The parties will review the process and documentation balancing the BC Hydro's right to request information to effectively manage the sick leave plan (e.g. adjudication, costs, and efficiencies) and facilitate the safe return to work of employees with employees' right to privacy.

**M10 – RWWL (“Y”) days & Article 11.01**; the parties agree to discuss alternatives to hours of work and the current application of RWWL days. This discussion would include how they may be applied and leveraged to provide greater flexibility/choices for employees, while achieving greater workplace flexibility/productivity for BC Hydro. The purpose is to maintain the equivalent value of employees’ current entitlements, but to explore other possible options that will better serve the interests of both employees and BC Hydro.

**M11 – Post-Retirement Benefits**; the parties agree to revisit the current post retirement benefits eligibility and coverage for extended health and life insurance benefits, and possible cost effective alternatives.

**M12 a) – Time Banks**; the parties agree, in conjunction with M10 above, to discuss and explore possible amendments to the current application of time banks, including banking and pay out rules.

Every effort will be made to deal with “resolvable issues” as expeditiously as possible. In regard to such issues, the parties will endeavor in good faith to arrive at resolutions without external assistance. However, the parties agree that some “resolvable issues” may require third party assistance, and the parties will therefore appoint a standing mediator who may be called upon as the parties determine. The parties subsequently agreed to appoint Brian Foley as a standing mediator who may be called upon to assist the parties address same “resolvable issues”.

**4. Resolution Implementation**

Resolutions to issues that involve changes to the Collective Agreement shall be announced and implemented as the parties determine. It is understood that some resolutions may require a ratification procedure.

**5. Communications**

Communication of Forum resolutions will be jointly coordinated. To that end, the parties will keep joint minutes. In addition, each party will be free to engage in direct communications with their respective constituents, with a copy of such communiqués being sent to the other party.

The parties agree upon completion of this forum the parties will develop a communique to their principals of items discussed and the outcome of the discussions.

**Labour Relations Forum:**


- The parties will commit appropriate resources to the process to enable issues to be dealt with in an expedited and thorough fashion.
- Issues resolved through the Forum that are not ratified and implemented immediately, will subsequently be brought to the bargaining table for incorporation in the next renewal Collective Agreement and will be subject to ratification as part of that settlement.

The parties believe that in order to achieve a positive labour relations environment there must be open communication and trust between the parties and a shift towards a more constructive approach to resolving issues of mutual concern. In support of the objective

to achieve and maintain positive labour relations, the parties commit themselves to the principles of the Labour Relations Forum.

Agreed to this 23 day of November, 2012, in the City of Burnaby, British Columbia.

**For COPE 378:**



A handwritten signature in black ink, consisting of a large, stylized 'R' followed by several horizontal strokes, positioned above a solid horizontal line.

**For BC Hydro:**



A handwritten signature in black ink, appearing to be 'J. M.' followed by a large loop and a horizontal stroke, positioned above a solid horizontal line.

**MEMORANDUM OF UNDERSTANDING #XX**

**Re: Overpayment Recovery**


The Employer has the right to recover overpayments and this will constitute an assignment of wages under the Employment Standards Act. At least 30 days written notice will be given to the employee of: (1) the nature of the overpayment; (2) the option to negotiate a mutually agreeable pay back plan; (3) failing that, the employer will begin to deduct the overpayment in the next pay cycle. Such repayments will not exceed more than 10% of net pay in any pay period.

Overpayments mean "monetary payments made in error or personal charges incurred without authorization," and shall not involve any interpretive issue under the collective agreement. When negotiating a repayment plan the employee shall have the right to request the Union to represent them in such negotiations.


In cases where an employee leaves the company (quit, fire, lay-off) the recovery can be 100% offset by the final pay and any subsequent payments that may be owed after termination (e.g. gainsharing). "

Agreed to this 12<sup>th</sup> day of November, 2012, in the City of Burnaby, British Columbia.

**For COPE 378:**

  
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**For BC Hydro:**

  
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## Memorandum of Understanding # XY

### Re: Security Sensitive Positions

BC Hydro currently conducts background checks on all new hires. In order to help protect BC Hydro's Critical Assets (CA's), Critical Cyber Assets (CCA's), and operations through the reasonable exercise of Corporate due diligence and compliance with applicable regulatory and industry requirements, the Parties also agree to the following with respect to employees covered by the collective agreement:

1. Security Sensitive Positions (SSP's) are positions where employees have unescorted access to and/or control over BC Hydro's critical assets, critical cyber assets and operations and, if so inclined, could cause significant loss or harm to BC Hydro, its customers, or others.
2. Upon ratification of this agreement, BC Hydro will provide the Union with an initial list of all of those SSP's and incumbents that are identified and require Personal Risk Assessments (PRA's), and associated security compliance training. This list will be provided on a confidential basis. BC Hydro and the Union will review the initial list of those SSP's and incumbents prior to them being finalized.
3. The Union can withhold their approval of any SSP if they believe the decision to identify it as an SSP was not reasonable in relation to the applicable regulatory and industry requirements. Union approval will not be unreasonably withheld. Should the Union withhold their approval they shall refer the matter to arbitration within five (5) working days and the arbitrator will make his/her decision on the reasonableness of BC Hydro's decision. The Parties agree to process the matter to arbitration expeditiously. This also applies to paragraph 5 below.
4. Where security sensitive requirements change and/or BC Hydro identifies other CA's, CCA's, or SSP's, the Union will be notified that PRA's and appropriate security compliance training will be required for personnel in those other identified SSP's.
5. BC Hydro may add to the initial list of SSP's by providing the Union with the job title and a rationale for the addition. BC Hydro and the Union will review those additional SSP's prior to them being added.
6. BC Hydro requires employees' working in SSP's to undergo a Criminal Records Check (CRC), including an International Criminal Records Check.
7. Employees who seek to occupy a SSP that they have not previously occupied within the previous seven (7) years and who are successful in the selection process, shall be required to undergo a CRC, prior to the commencement of the SSP. Until the employee clears the CRC they will remain in their current position.

8. Employees occupying SSP's shall undergo a CRC every seven (7) years as long as they continue to occupy a SSP.
9. Employees in SSP's, as at date of ratification, who have not gone through a CRC within the last seven (7) years, will be required to do so once the SSPs, are identified.
10. All criminal convictions will be reviewed by BC Hydro's designated external legal counsel to filter any convictions clearly unrelated to their role at BC Hydro. Only those convictions which may potentially be related to an employee's role will be referred to Employee Relations pursuant to paragraph 16 below. BC Hydro will not decide that a criminal conviction is related to employment without prior discussions with the affected employee and their Union, if consented by the employee.
11. Notwithstanding paragraph 8 above, the employees in SSP's must immediately disclose to BC Hydro's designated external legal counsel any criminal charges or convictions that arise after the signing of this Memorandum of Understanding, in which event BC Hydro may require the employee to undergo a CRC.
12. Employees who are required to undergo a CRC in accordance with the foregoing will provide all necessary consent for the conduct of the CRC process.
13. Employees who are required to undergo a CRC must complete a release and self-disclosure form and submit it to HR Services.
14. HR Services will oversee the processing of all CRC forms.
15. The results of all CRCs will be securely stored by HR Services and external service providers in compliance with applicable privacy legislation.
16. Employee Relations will lead a review of the CRC results and will determine whether the criminal conviction(s) or charges are related to the employee's employment at BC Hydro.
17. If Employee Relations determines that the criminal conviction(s) or charges are unrelated to the employee's employment, the employee will be so advised and the CRC and any other investigatory documentation will be stored in compliance with all applicable privacy legislation.
18. If Employee Relations determines that the criminal conviction(s) or charges are related to the employee's employment in a SSP, BC Hydro will (except where an

employee has given BC Hydro just cause for discipline) consult with the Union in an attempt to accommodate the employee:


- a. within his or her current position by re-bundling duties without loss of pay;  
or
- b. by placing the employee into another vacant position at BC Hydro, without loss of pay; or
- c. in some other way that is mutually agreeable to the Parties.

19. If BC Hydro cannot reasonably accommodate an employee criminal conviction related to their employment according to paragraph 18 above, the Employee will be subject to Article 9.


20. All provisions of this MOU shall be subject to the grievance procedure.

Agreed to this 20<sup>th</sup> day of November, 2012, in the City of Burnaby, British Columbia.

**For COPE 378:**

  
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**For BC Hydro:**

  
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