

BEFORE THE LABOUR RELATIONS BOARD OF BRITISH COLUMBIA

**IN THE MATTER OF A COMPLAINT PURSUANT TO SECTION 49 OF THE LABOUR RELATIONS
CODE FILED MARCH 27, 2020 (MEDICAL CERTIFICATES DURING COVID-19 PANDEMIC)**

BETWEEN:

MoveUP

THE UNION

AND:

FortisBC Inc., FortisBC Energy Inc., and FortisBC Inc./FortisBC Energy Inc. Common Employer

THE EMPLOYERS

WITHOUT PREJUDICE CONSENT ADJOURNMENT AGREEMENT

1. The parties acknowledge that:
 - A. They desire to assist the public response to the COVID-19 pandemic and recognize there are limited medical resources during these extraordinary times;
 - B. They share an interest and an obligation to ensure that the workplaces, personnel and the public are safe, and that employees who require it are afforded appropriate reasonable accommodation, and recognize that these considerations are affected by the pandemic and the conditions arising from it;
 - C. They value the open and effective lines of communication and cooperation between them for sharing information and concerns and for solving problems, and recognize that this relationship is particularly important in the context of the pandemic and the conditions arising from it, for the operations of the Employers, the jobs and safety of employees, and the public.
2. On a without prejudice basis, the parties agree to adjourn proceedings on this Complaint, generally, upon the following conditions:
 - (a) The Employers will immediately:
 - (i) suspend all outstanding requests made since February 25, 2020 that employees represented by the Union obtain medical documentation from any medical professional or health service provider, in relation to or as a condition of obtaining paid sick leave entitlement until end of business on April 30, 2020, and
 - (ii) communicate this to the affected employees.
 - (b) The Employers will not ask any employee represented by the Union to obtain such medical documentation between now and end of business on April 30, 2020.

(c) Notwithstanding the above, where certain accommodation, return-to-work, or other situations exist, arise or become known that, in the opinion of any party, call for specific attention, the parties will confer and work co-operatively to find solutions in the spirit of the acknowledgments set out above. They recognize that such solutions may be temporary or provisional in light of the pandemic.

3. As May 1, 2020 approaches, the parties will confer and consider the extent to which pandemic conditions have abated or worsened, and strive to agree whether this Consent Adjournment should be extended or modified. In any event, they will continue to confer and consider the situation and appropriate measures at least biweekly until the provincial and federal emergency declarations have been rescinded.

4. The Union may give two days' notice of the lifting of this consent adjournment agreement if:

- (a) at any time after April 28, 2020, unless the parties agree to extend or modify the conditions upon which it is adjourned, or
- (b) in the event of non-compliance with the conditions for its adjournment.

In the event the Company finds that workforce levels are putting operations at risk, the Company may give two days' notice of the lifting of this consent adjournment agreement. The Company will endeavor to work with the Union on a solution in these circumstances.

5. Dispute Avoidance:

If the Union considers that the conditions have not been fully complied with, it will notify the Employers and afford them at least two clear days to confirm or restore compliance before giving notice of the lifting of this consent adjournment agreement.

6. Communications:

The parties will work to develop a joint communication strategy to address issues arising from these circumstances and the implementation of this consent adjournment agreement.

Dated at Vancouver, British Columbia, this 28th day of March, 2020.



for the Union



for the Employers