

**Memorandum of Agreement (MOA)**

**FortisBC Energy Inc./FortisBC Inc./FortisBC-CSC  
(the "Company")**

**AND:**

**MOVEUP**

**(Doing Business as Canadian Office and Professional Employees' Union, Local 378)  
(the "Union")**

**(Collectively, the "Parties")**

**RE: Telework - COVID-19 Pandemic**

Telework may be beneficial on short notice and/or for periods of time under exceptional circumstances. The pandemic is an exceptional circumstance beyond the control of the Company; this MOA provides the Company and the Union the opportunity to lead through uncertainty as a result of the pandemic.

This MOA will apply until March 31, 2021 at which time, should the Company determine that an extension is required; the Company will engage the Union in discussions and an extension will not be unreasonably withheld.

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 Company has designated that the employee will telework.
2. The Company shall determine who is able to telework while taking into account the safety and well-being of our employees and considering the following factors:
  - a) recommendations as outlined by the Government of Canada, Provincial Government and local Health Authorities.
  - b) the nature of the position, the job duties, and the impact on colleagues, business partners and customers.
  - c) the nature of equipment and supplies associated with the telework arrangement, including whether any net cost would be incurred by Company.
  - d) the manner and frequency of contact between manager and employee.
3. The number of days per week that an employee is permitted to Telework may vary, taking into consideration the nature of the exceptional circumstances.

4. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
5. The intent is for the employee to continue to work their assigned work schedule, but to do so from the Telework location. If an employee intends to work outside of their assigned working hours (including working overtime or during a break period), this requires pre-approval by the manager. Pre-approved variations may occur with mutual agreement.
6. The Company may cancel individual or all Telework arrangements by notifying the Union. Generally, the Company will provide a minimum of 48 hours' notice in each circumstance. In unusual Operating circumstances, employees may be required to return to the office on shorter notice. The Company will exercise reasonableness and will take into consideration personal circumstances when employees are requested to return to the office on short notice.
7. The provisions of all relevant workplace policies and guidelines, legislation, Terms and Conditions of Employment and/or relevant Collective Agreement provisions will continue to apply.
8. The employee agrees to designate a workspace 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.
9. The employee must notify their manager immediately of any job-related accidents/injuries or other circumstances that impact their ability to perform their job duties that occur in the Telework location.
10. The cost of all required equipment and supplies provided by the Company will be paid for and maintained by the Company. The Company will approve access to the Company's network from the employee's Telework location. The Company will not reimburse any costs related to utilities, the internet, modem, preferred office equipment, furniture and renovations but will provide reasonable reimbursement related to incidental expenses (e.g. paper, stationary)
11. 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 at the Company's requirement.
12. The employee is responsible for securing and protecting the Company'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.
13. The employee must not conduct in-person meetings at the Telework location.

14. The employee must ensure dependent care arrangements are in place and that personal responsibilities at the Telework location are managed in a way, which allows the employee to be available to meet their work responsibilities.
15. The employee is expected to maintain the same level of professionalism during the Telework arrangement as in their normal place of work.
16. 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.

**IN WITNESS THEROF** the Parties have hereto set their hand on the date set out below:

  
\_\_\_\_\_

Arlette La Freniere  
FortisBC

\_\_\_\_\_ December 4, 2020 \_\_\_\_\_

Date

  
\_\_\_\_\_

Cindy A. Lee  
MoveUP

\_\_\_\_\_ December 8, 2020 \_\_\_\_\_

Date