

# Agreement

Between



## FortisBC

FortisBC Energy Inc.  
and FortisBC Inc.

and



April 1, 2018 – June 30, 2023

Ordered by the BC LRB No. B126/2020

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**THIS AGREEMENT made**

**Between:**

**FORTISBC ENERGY INC.**

And

**FORTISBC INC.**

(collectively "FortisBC" or the "Company")

And

**MOVEUP**

**CANADIAN OFFICE AND PROFESSIONAL**

**EMPLOYEES' UNION LOCAL 378**

representing the employees of **FORTISBC ENERGY INC. AND FORTISBC INC.**

affected by this Agreement

(hereinafter called the "Union")

**PREAMBLE**

WITNESSETH that the Parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and that the following provisions shall take effect and be binding upon the Company and the Union for the period commencing April 1, 2018 and ending on June 30, 2023 and thereafter until terminated as follows:

Either Party may at any time within 4 months immediately preceding the expiry date of this Agreement, give written notice of its intention to reopen or amend the Agreement on its expiry date. After the expiry date and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect until such revised Agreement is signed without prejudicing the position of the revised Agreement in making any matter retroactive to any date detailed in such revised Agreement.

Notwithstanding the paragraph above, the employees may strike, and the Company may lock out after this Agreement expiry date, within the provisions of the legislation existing at the time as a part of the negotiating process in arriving at a new Agreement.

## ARTICLE 1 - RECOGNITION OF THE UNION

**1.01** This Agreement shall apply to and be binding upon all employees of the Company described in a certificate issued to the Union by the Industrial Relations Council of British Columbia dated November 16, 2020 and which are all employees of the Company in its establishments in British Columbia, in any phase of office, clerical, technical, administrative or related work and including gas controllers, field workers employed by the Company as listed in LOU#42 (such as representatives, salespersons, engineering survey persons, safety inspectors, construction inspectors, who are mentioned by way of example only and not to limit the generality of the term "field workers") but excluding those field workers who are represented by the International Brotherhood of Electrical Workers, Local 213, employed by the Company in transmission, distribution, liquefaction and storage, construction and maintenance, customer service, fabrication and repair shops. Also excluded are persons employed in a confidential, supervisory or professional capacity as provided in the Labour Relations Code of British Columbia.

### **1.02** EXCLUSIVE BARGAINING RIGHTS

- a) The Company recognizes the Union as the exclusive representative of the employees for the purpose of conducting collective bargaining in respect of rates of pay, hours of work and other working conditions; and the Company shall continue to so recognize the Union as long as the Union retains its right to conduct collective bargaining for the employees under the law.
- b) The Company agrees that all employees covered by this Agreement shall, within 15 days of the date hereof, or within 15 days of their employment by the Company, whichever event shall later occur, as a condition of employment, become and remain members of the Union. The Company shall deduct from each affected employee's pay the amount of any union dues and assessments, and remit same to the Union monthly, together with the information as to the persons from whose pay such deductions have been made.
- c) **Monthly Employee Information**  
The Company shall provide the Union each month with the following information:
  - i) The names, social insurance numbers, classifications, pay groups, salaries, location and seniority dates of bargaining unit employees;
  - ii) A list of hires, rehires and terminations in the previous month;
  - iii) A list of all employees going on or returning from leave of absence without pay, pregnancy/parental leave or long-term disability in the previous month.
- d) Quarterly Employee Information  
A list of temporary employees designating the areas and function performed shall be forwarded to the Union quarterly.
- e) New MoveUP employees will be introduced to job stewards who will be afforded the opportunity to discuss Union policy and collective agreement provisions.

**1.03** The Union will provide the Company with official forms, covering Application for Membership, Initiation and Authorization for Dues Deduction.

#### **1.04 ACTIVITIES OF THE UNION ON COMPANY TIME**

- a) The officers, representatives and members of the Union shall not engage in any activity of the Union on Company time or on Company premises, except by prior authority of the Company.
- b) The Company recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Company agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership.
- c) The Union shall advise management as to who represents the Union as Union Officers, Job Stewards and Union Representatives.
- d) Job Stewards may carry out their Union duties relative to the Agreement on Company time, subject to their Manager's approval, which shall not be unreasonably denied\*. These duties and responsibilities shall include, but not limited to, the following activities:
  - i) investigating issues pursuant to article 3.
  - ii) posting Union bulletins and/or notices on the designated bulletin boards.
  - iii) attending arbitration hearings
  - iv) orientation of new employee
  - v) attending joint meetings

Note: \*

- 1. It is recognized that employees from time to time, will seek out a specific Job Steward for representation, where the subject matter may require specific training or experience.
- 2. Further, situations may arise when a Job Steward is not available in an employee's headquarters. In such circumstance, alternative forms of representation (communication) i.e. phone, video conference, etc. will be considered.
- 3. It would be considered on rare occasions, following Company consultation with the Union Representative that a Job Steward would be required to travel from their headquarters area to provide employee representation.

#### **1.05 UNION LEAVE**

The Company will grant leave of absence without pay to employees who are:

- a) Acting as full-time officers or representatives of the Union (but excluding the Union clerical staff). Such employees will be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence employees will return to the position they previously held with the Company.
- b) Elected as representatives to attend Union meetings, conventions, or to Union business. Reasonable notice for such leaves of absence must be given to the Company.
- c) The Company will not charge the Union for salaries of employees absent from work to attend Executive Board or Executive Council meetings, where the leave of absence is 1 day or less. Time away will be by arrangement between the employee and their Manager, and such time off will not be unreasonably withheld.

- d) The amount of leave granted for the purpose of attending Executive Board meetings shall not exceed 40 working days per year in total for the bargaining unit. The maximum leave granted for Executive Council meetings shall not exceed 130 working days per year in total for the bargaining unit.
- e) Where a leave of absence specified in (c) above exceeds 1 day and for all other leaves of absence for Union business not specified in (c) above, the Union is responsible for the costs of the leaves, including salary and a loading factor of 17.3%.
- f) The Parties agree that Article 1.05(c) of the Collective Agreement is interpreted to mean that the Union will reimburse the Company for all time lost whenever an employee is continuously involved in Union business for more than 1 day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two.

#### **1.06 BULLETIN BOARDS AND COMMUNICATION**

- a) Bulletin boards shall be made available to the Union for the purpose of posting Union notices relating to meetings and general Union activities. With the exception of routine notices of Union meetings, Union elections, job bulletins to fill vacancies in the Union office and notices of appointment, all notices shall be submitted to the Company for approval before being posted.
- b) The Company shall provide each employee with a copy of the Collective Agreement within 90 calendar days of a revised agreement being ratified and signed by both parties. New employees shall be provided with a copy of the Collective Agreement at the time of their hire. In addition, the Company will allow up to one-half hour of paid time after the Company's employee orientation sessions for a Job Steward or Union Representative to meet with new employees for the purpose of informing them of their rights and obligations as Union members.
- c) The Company electronic media (including Internet access and e-mail) must not be used to access deliberately, download, store, copy or transmit pornographic, racist or sexist material. The Parties further agree that any such activity is considered just cause for termination without compensation. This agreement does not prejudice either Party with respect to discipline for any other types of offences.
- d) The Company shall provide standard remote access to Connector to Union Representatives who are assigned to the bargaining unit.
- e) The Company will provide mail service twice a week to the Union Office at 301-4501 Kingsway, Burnaby, B.C., V5H 0E5. The service will be rendered at a cost to be determined by the Company from time to time and shall include drop off and pick-up of mail on Tuesday and Thursday on normal working days.

The cost of the service will be shared 50/50 between the Company and the Union.

#### **1.07 MANAGEMENT RIGHTS**

The Company retains the right to manage its business and direct the working forces, provided it does not conflict with the provisions of this Agreement.



**1.08** Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, creed, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, political affiliation or beliefs, membership, holding of any office or activity in the Union. Notwithstanding the above, the Parties hereto subscribe to the principles of the BC Human Rights Code and the Canadian Charter of Rights and Freedoms.

**1.09 BARGAINING UNIT WORK**

- a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- b) For the purposes of the Article, an immediate short-term operational requirement is defined as:
  - i) an unforeseen combination of circumstances or the resulting state that calls for immediate action; or,
  - ii) an urgent need for assistance or relief.

**1.10** The Company will not contract out work normally performed by bargaining unit employees if such contracting out will result in any layoff, termination or downgrading of an existing employee.

**1.11** Persons referred by an employment agency will become temporary employees of the Company after accumulating 25 working days in a calendar year.

**1.12** When employees covered by this Agreement are assigned away from their regular headquarters overnight to work on a construction project being done by Company employees who are members of another bargaining unit, their manager will assign them overtime on the same basis as those employee members of the other bargaining unit, provided the work is available.

**1.13 JOINT LABOUR MANAGEMENT MEETINGS**

- a) A consultation committee shall be established in accordance with Section 53 of the Labour Relations Code.
- b) At the request of either Party, the Parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- c) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- d) When specific projects or new or revised processes are to be planned and/or implemented, and the company seeks MoveUP members to be part of the planning and/or implementation process, the parties will meet to determine:
  - i) the extent to which Union members will participate in the process, if at all;
  - ii) the manner in which recruitment for the process is conducted;

- iii) whether compensation is warranted for that participation;
- iv) if the parties are unable to agree regarding compensation, the matter will be referred to the process established under Article 2.07(b).
- v) Article 1.13 (d) covers only employees whose regular job duties do not involve planning or implementing change to the Company's operating procedures or processes.

#### **1.14 INDEMNITY**

The Company shall indemnify and save harmless Company employees from all legal liabilities imposed upon them arising from their course of employment against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of any kind or nature including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property, save in the case of gross negligence or willful misconduct by an employee.

It is understood that this indemnity shall apply to former employees if the incident gives rise to liability, save in the case of gross negligence or willful misconduct by an employee during the course of their employment with the Company.

#### **1.15 STRIKES OR LOCKOUTS**

- a) The Company shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union, nor any officer, representative, steward or member of the Union shall in any way authorize, encourage or participate in any strike, walk-out, suspension of work or slow-down on the part of any employee or group of employees during the life of this Agreement.
- b) Except in cases involving an employee's failure to attend to a real and emergent threat to the safety of any person or property and/or to comply with the terms of any Labour Relations Board Essential Services Order, the Company shall not discipline or discharge an employee for refusing to cross or work behind a lawful picket line.

## **ARTICLE 2 - JOB EVALUATION**

### **2.01 THE JOB CLASSIFICATION SYSTEM**

The FortisBC/MoveUP Point-Factor Plan shall be the sole determinant of job groupings for the Classification Levels used in the Job Classification System.

- a) The Company shall be responsible for maintaining the Job Family and Level definitions and evaluations to meet ongoing operational requirements.
- b) The job levels for employees shall be determined by application of the Job Classification System, except as outlined in Article 2.07.
- c) The parties acknowledge the practicality of determining the evaluation of a position by the use of Job Family and level definitions, particularly where a specific job is clearly defined by the Family, Sub-Family, Level Definition or Summary of a Representative Job and where there is an appropriate benchmark (or benchmarks) as a comparison. However, it is also acknowledged that the evaluation of specific positions may not be so readily determined because the job is not clearly defined in the Job Family and Level definitions and/or there are no comparable benchmarks; in these cases, the position(s) will be evaluated under the Point Factor Plan. It is understood that all benchmarks will be point-factored.
- d) Should there be a dispute as to whether the evaluation of a position has been properly determined pursuant to application of either the Job Family and Level definitions or the Point-Factor Plan, the matter will be referred to the appeal process set out in the remainder of this Article. If the appeal proceeds to the Standing Arbitrator, the level must be confirmed by the Point Factor Plan pursuant to Article 2.05(b).
- e) The Human Resources Department (HRD) is responsible for ensuring that all Job Descriptions and Evaluations are current. In order to discharge this responsibility, the HRD shall plan and carry out an annual review of:
  - i) any position to be bulletined that has not been posted in the last two (2) years, the job description will be reviewed by the Company and the Union before posting;
  - ii) all jobs that have been substantially altered will be reviewed by the Company and the Union.
- f) The Company shall provide the Union with a list of anticipated jobs to be reviewed for the upcoming calendar year.

### **2.02 JOB DESCRIPTIONS**

- a) The Company agrees that it will provide the Union with copies of all current job descriptions covering employees for whom the Union is certified as the bargaining agent.
- b) The Company shall provide the Union with descriptions of new jobs as soon as operational requirements permit. The Union will be provided with a copy of the new, evaluated job description at least 3 working days prior to the new job being bulletined.

- c) A new job is defined for the purpose of this Article as:
  - i) A newly created job which has not previously existed, or;
  - ii) Any job that the duties of which have not been performed by an employee during the previous 6-month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy, will not be considered as new jobs under this definition.
- d) When jobs are to be downgrouped the Union will be notified and given reasons in writing 30 calendar days prior to the effective date.

### 2.03 **SALARY TREATMENT**

- a) Changes in job groupings will be treated as follows:
  - i) upgroupings - Article 18.07(a)
  - ii) downgroupings – Article 18.10(b)(i).
- b) Those employees who were downgrouped prior to May 1, 1989 and were red circled, shall receive blue circle salary treatment.

Those employees who were downgrouped prior to May 1, 1989 and were blue circled, shall continue to receive blue circle salary treatment.

### 2.04 **JOB DESCRIPTION AND EVALUATION PROCEDURES**

- a) Job Review Requests
  - i) The incumbent(s) or the Union may request that a job be reviewed.
  - ii) The immediate Manager shall, within 7 calendar days of receipt of the request, either accept or reject the request. If the request is rejected, the incumbent(s) or the Union may initiate an appeal pursuant to Article 2.04(b) within 7 calendar days of notification of the rejection.
  - iii) If the request is accepted, the Company will have 14 calendar days to prepare and issue a draft job description to the incumbent(s) and the Union. The Company will then have an additional 14 calendar days in which to issue a final evaluated job description.
  - iv) Upon receipt of the agreed job description, the incumbent(s) or the Union may appeal the evaluation on the grounds outlined in Article 2.05(b)(i) within 28 calendar days. Such appeal shall be referred in writing to the immediate Manager, with copies to the Compensation designate, and to Labour Relations, and specify the grounds of the appeal.
- b) Job Evaluation Appeal Procedure
  - i) Step 1
 

The appeal will be jointly investigated by a MoveUP Job Evaluation Officer and the appropriate Compensation designate in an effort to resolve the appeal with the immediate Manager and the employee. Following completion of the investigation, the immediate Manager will consider the appeal and provide a written response to

the MoveUP Job Evaluation Officer (with copies to the Compensation designate and Labour Relations) within 10 working days.

ii) Step 2

An appeal not settled at Step 1 may be referred in writing by the Union to the appropriate Vice President (with copies to the Compensation designate and Labour Relations) within 10 working days of the Step 1 reply. The Parties shall meet to discuss and attempt to resolve the appeal. The Company shall reply within 15 working days of the date of the written referral to Step 2. If the appeal is not settled at this step, it may be referred to Step 3 by the Union within 40 working days of receipt of the Company's reply.

iii) Step 3

If the appeal is not resolved in (2) above, then the appeal shall be referred to the Job Evaluation Appeals Committee for a final and binding decision.

2.05 **JOB EVALUATION APPEALS COMMITTEE**

a) The Job Evaluation Appeals Committee (JEAC) shall consist of 4 nominees from the Company and 4 from the Union. In the event of the resignation of either Party's nominee(s), the nominee(s) shall be replaced within 30 calendar days. There shall also be a Standing Arbitrator appointed from time to time as required upon nomination and approval of the Parties. At any time, by 30 days written notice of 1 Party upon the other, the services of the Standing Arbitrator may be terminated.

b) Authority

i) To receive and to rule on appeals from employees, or the Union regarding the interpretation and application of the Job Classification System in terms of:

(1) whether all assigned duties and responsibilities have been considered in making the job classification decision;

(2) whether the job has been assigned to the appropriate Job Family based on its assigned duties and responsibilities;

(3) whether the job has been assigned to the appropriate Classification level based on its assigned duties and responsibilities; and

(4) whether the level is confirmed by the Point Factor Plan.

ii) To recommend to the Parties administrative procedures required for JEAC to effectively carry out its responsibilities.

c) Procedures

i) JEAC decisions shall be by majority vote of the voting members. Voting members, 2 from the Company and 2 from the Union shall be selected by the Parties in advance of each meeting.

ii) All voting members of the committee shall cast a vote on all questions. Tied votes shall be resolved by the casting of a vote by the JEAC Standing Arbitrator.

## 2.06 COST APPORTIONMENT

### a) JEAC Standing Arbitrator

- i) The costs of the Standing Arbitrator shall be shared equally by the Parties. Such costs shall include the following: Arbitrator's salary and benefits, secretary, travel and incidental expenses.
- ii) The shared portion shall be billed to the Union.
- iii) A per diem rate will be determined by the Parties and reviewed and approved by the Parties annually. Where the parties cannot agree upon the per diem rate, such matter shall be referred to arbitration under Article 3.10 of the Collective Agreement. Such per diem rate will be shared equally by the Parties.

### b) JEAC Members

The salaries of the JEAC members appointed by the Union shall be paid by the Company. Expenses of these members shall be the responsibility of the Union.

## 2.07 JOB EVALUATION EXCLUSIONS

- a) If either of the Parties is of the opinion that the circumstances of a job are such that its value cannot be determined solely by application of the Job Classification System, the job shall be discussed by the HRD Officer and Union Job Evaluation Officer (or delegates) to resolve the question. If they agree, they will document the reason(s) for the Job Evaluation Exclusion.
- b) If they cannot agree on the exclusion, or an agreement has not been reached within 5 working days, the question shall be referred to the JEAC Standing Arbitrator who will act as a single arbitrator in determining the applicability of the Plan to the job in question. The JEAC Standing Arbitrator will provide a ruling final and binding on both Parties, except as provided for in 2.07(d), within 5 working days of receiving the question and will provide the Parties with documented reason(s) for the ruling.
- c) In the event that the Parties are unable to agree on an appropriate salary for a Job Evaluation Exclusion within 10 working days of a decision under (a) or (b) above, the Company shall implement the salary they proposed for the job, subject to the Union's right to refer the matter to arbitration pursuant to Article 3.10.
- d) Excluded jobs will be reviewed bi-annually by the HRD Officer and the Union Job Evaluation Officer (or delegates) to determine whether or not the reasons for exclusion still exist and whether or not the Job Evaluation Exclusion status should continue to apply. If they cannot agree, then (b) above shall apply.
- e) Once a question of exclusion has been resolved under the provisions of (a), (b) and/or (d) above, the question may not again be raised for the same job(s) within the term of the Collective Agreement.
- f) Salary treatment resulting from the application of the provisions of Article 2.07 shall be as per Article 2.03(a).

## 2.08 **WORK LEADERSHIP RESPONSIBILITIES**

Work leadership responsibilities shall be as follows:

- a) may perform duties largely similar to those whose work they direct;
- b) may perform duties related to, but at a higher level than the work of the subordinates whom they direct;
- c) relieves the manager of detailed supervision of routine aspects of the work by:
  - i) ensuring even work flow and consistency of effort;
  - ii) allocating various phases of work to different individuals within a general framework laid down by the manager;
  - iii) transmitting the manager's instructions to other employees;
  - iv) performing a quality control function in respect to subordinates;
  - v) warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the manager who will then take suitable disciplinary action;
  - vi) assists the manager in their responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.
- d) if the classification of a job which has Work Leadership responsibilities does not result in a group which is at least one higher than that of any subordinate Union position, then a group one higher than that of the highest Union subordinate shall be assigned.

## ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

3.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Company who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Company, including their arbitration hearing to a maximum of 8 hours per day at straight time, excluding travel time, cost of transportation and cost of board and lodging.

3.02 In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the parties to this Agreement concerning the discipline, dismissal or suspension of an employee bound by the Agreement or any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances or disputes arising during the life of this Agreement shall be settled without stoppage of work and without strike or lockout.

### 3.03 UNION OR COMPANY (POLICY) GRIEVANCES

Should either the Union or the Company consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:

- a) The grieving Party's nominee(s) shall initiate the grievance by letter. Within twenty (20) working days of receipt of such written notice, the principles or their nominee(s) shall meet and attempt to resolve the grievance.
- b) A written response to the Party initiating the grievance shall be forthcoming within ten (10) working days following the meeting. Should such response not result in a satisfactory settlement, the grievance may be submitted to arbitration within ten working days of receiving that response and the other Party shall be so advised.

### 3.04 TERMINATION, SUSPENSION GRIEVANCES

Grievances concerning termination or suspension of an employee may be submitted directly to Step 3, Article 3.09 at the option of the grieving Party, within ten (10) working days of the termination or suspension.

### 3.05 JOB SELECTION GRIEVANCES

Should any applicant feel that preference has not been given under the terms of Article 6, or should a more senior applicant feel aggrieved as a result of a job selection under Article 6, the applicant or a Union Representative on their behalf, will raise the matter with the selecting Manager or nominee within ten (10) working days of the date the unsuccessful applicant was notified in writing.



### **STEP 1**

- a) The Company designate or nominee will meet with the Union Representative and the unsuccessful applicant within ten (10) working days of being notified that a grievance has been filed to review the selection.
- b) The Company designate or nominee, will reply to the Union in writing within ten (10) working days with their decision to support or reverse the selection, and the reasons for the decision. A copy of this letter will be sent to the grievor.

### **STEP 2**

- a) Should the Union not be satisfied with the reply from the Company, the Union may raise the matter with the Department Head in writing (with a copy to the Labour Relations Department) within ten (10) working days of the reply from the selecting Manager.
- b) The Parties will meet within ten (10) working days of the referral in (a) above, and the Labour Relations Department will render their decision in writing within ten (10) working days of the meeting.

### **STEP 3**

- a) The Union may refer the matter to arbitration under Article 3.10 at any time within fifteen (15) working days of the reply in Step 2(b) above.

## 3.06 **EMPLOYEE COMPLAINT**

Should an employee have a complaint, the employee along with the Job Steward whenever possible, will normally discuss such complaint with their immediate Manager in an effort to resolve same. Such discussion will take place not later than ten (10) working days after the event causing the complaint or within ten (10) working days from the time the employee became aware of the event causing the complaint.

### **GENERAL GRIEVANCES**

## 3.07 **STEP 1**

- a) Should a complaint be unresolved, the complaint may be submitted by the Union on behalf of the Job Steward/Employee to the Company designate in writing, not later than ten (10) working days from the date the complaint was first discussed under the complaint procedure, and will be considered a Step 1 grievance.
- b) The Company's designate or nominee, will discuss the grievance as required with the Job Steward and/or Union Representative and render a written decision to the Union Representative with copies to the Job Steward and grievor within ten (10) working days of the date of the referral at Step 1.

## 3.08 **STEP 2**

- a) Should a grievance be unresolved at Step 1, the Union may refer the matter to Step 2 by writing to the Company's designate or nominee, within ten (10) working days of receipt of the decision at Step 1.

- b) Within ten (10) working days of receipt of the Union's referral to Step 2, the Company's designate or nominee will discuss the grievance with representatives of the Union and render a decision in writing within ten (10) working days of the discussion.

### 3.09 **STEP 3**

- a) If the Parties are unable to resolve the dispute the Union may refer the matter to Step 3 within ten (10) working days of the Step 2 response, by writing the appropriate Human Resources designate or nominee with a copy to the Labour Relations Department.
- b) Within fifteen (15) working days of receipt of the Union's referral to Step 3, the Human Resources designate or nominee will discuss the grievance with representatives of the Union.
- c) Within ten 10 working days of the discussion of the grievance between the Human Resources designate and representatives of the Union, the Company will render a decision to the Union in writing.
- d) Within twenty (20) working days of receipt of the written reply at Step 3, the Union may refer the grievance to arbitration as set out in Article 3.10.

### 3.10 **ARBITRATION PROCEDURE**

- a) Any grievance which has been properly processed through the relevant steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either Party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other Party of the names of potential Arbitrators. The other Party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the Company shall, within five (5) working days of notification being received by the other Party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an Arbitrator within the prescribed time limit, application may be made by either Party to the Minister of Labour to appoint an arbitrator.

- b) The Arbitrator shall be requested to render a decision within a period of 1 month following their appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- c) The Arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- d) Each Party shall pay one-half of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

3.11 Time limits specified in Article 3 may be extended by written agreement between the two Parties.

3.12 The processing of any grievance may begin with Step 2 by mutual agreement of the Parties.

## **SECTIONS 103 AND 87**

- 3.13 Notwithstanding all of the foregoing provisions of this Article, at any time after the commencement of Step 1, the procedure set out in Section 103 of the Labour Relations Code of British Columbia (Bill 84 - 1992) may be implemented as follows:

"Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this collective agreement, Mr. V. Ready or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those 5 days from that date, time does not run in respect of the grievance procedure."

- 3.14 Section 87 of the Labour Relations Code of British Columbia shall be excluded by the operation of Article 3 of this Collective Agreement unless otherwise agreed by the Parties on an ad hoc basis.

### 3.15 **ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS**

- a) The Parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 3 of the Collective Agreement.
- b) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
- c) The Parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
- d) Each Party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- e) The offices of MoveUP or FortisBC will be used for the process on an alternating basis.
- f) No legal counsel will be used by either Party. The Union will designate and use an elected officer or union representative. The Company will use employees of their Labour Relations Department. Legal counsel will not be used during the hearing by either Party. Until further notice the Parties agree their respective representatives in these hearings shall be, the Union Representative on behalf of the Union, and the Manager, Labour Relations, on behalf of the Company.
- g) The Parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- h) The Parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.

- i) Within one week of the hearing, the Parties will provide an agreed statement of facts to the arbitrator.
- j) Wherever possible the arbitrator will attempt to mediate a settlement between the Parties. The arbitrator shall have no authority to amend or alter the terms of the collective agreement.
- k) In such case that the arbitrator must write a decision, such decision shall be 1 to 5 pages long and to the point.
- l) Any decisions arising from this process shall be without precedent or prejudice to any position either Party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation and application of the decision.
- m) Procedure Guidelines
  - i) The Opening Statement: This should basically set out the case from each Party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses or supervisors to the greatest extent possible.
  - iii) The Argument: The Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each Party to ensure that all relevant clauses are put before the arbitrator.
  - iv) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the Parties to explain the framework of the arbitrator's decision, the Parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- n) The Mediator/Arbitrator will be Julie Nichols. Each of the Parties reserves the right to require both Parties to jointly terminate the relationship with the Mediator/Arbitrator. In order to exercise this right, 30 days written notice must be provided to the other Party. Such termination shall be done by a letter addressed to Mr. Moore and jointly signed by the Parties' representatives. The Parties will attempt to find a suitable replacement as expeditiously as possible.
- o) This agreement is without prejudice to the Parties' application and interpretation of Article 3.
- p) The Parties will attempt to pre-schedule 1-day hearings quarterly.

## ARTICLE 4 – SENIORITY

### 4.01 SENIORITY

- a) "Service" for the purpose of this Agreement shall be established on the basis of employment with the Company, and shall be defined as the length of an employees continued service with the Company, whether or not under the terms of Article 1.01, and shall commence from the date last employed.
- b) "Seniority" for the purpose of this Agreement shall be established on the basis of length of service with the Company as an employee within the terms of Article 1.01, within the bargaining unit, and shall date from the commencement of such service. Seniority shall accrue on a Company-wide basis with FortisBC or its predecessor companies.
- c) A regular employee shall be deemed to have seniority after 3 months' service. After completion of 3 months' service, seniority shall accrue from the date of employment.
- d) Part-time regular employees shall accumulate seniority on the basis of time worked.
- e) A temporary employee shall be deemed to have seniority after a total of 6 months accrued service accumulated on the basis of time worked, provided at least 1 day is worked in each calendar month, except that an employee on pregnancy/parental leave, or absent due to a disability caused by an off-the-job sickness or accident shall retain his or her seniority.

4.02 The Company shall keep a record showing the date upon which each employee's service commenced and terminated. A revised seniority list shall be prepared by the Company quarterly, and an electronic copy of the revised list will be forwarded to the Union the following month. The most current seniority list shall also be published on the Connector.

4.03 An employee who is granted a leave of absence from the Company's service shall not lose seniority thereby.

### 4.04 **SENIORITY REVISION (UNION APPROVED)**

- a) If an employee with five or more years of seniority in the MoveUP bargaining unit resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit after January 1, 1998, the employee may reinstate this prior seniority to be effective five years after the employee's return to the bargaining unit if:
  - i) the employee serves notice to the union of intent to reinstate within two years of his or her return to the bargaining unit; and
  - ii) the employee satisfies all other terms and conditions of reinstatement as determined by the union.
- b) This article does not in any way diminish the Company's rights with respect to the employee's probationary period.

#### 4.05 **SENIORITY TIEBREAKER**

When application of seniority is required for Job Selection, layoff and bumping, or vacation selection, priority between two or more employees with the same seniority date shall be determined by applying the following:

- a) The Company will issue each employee a random number which will remain their permanent random tie-breaker number.
- b) Employees with the highest random number will be deemed to be the senior employee.

#### 4.06 **INTER-BARGAINING UNIT TRANSFERS**

- a) A MoveUP member with a minimum of five years of continuous service who has been selected to fill a job in another FortisBC Bargaining Unit and whose selection is successfully grieved will have the right to return to the position which the employee previously held as per Article 6.05 for a period of 3 months from the date of leaving the MoveUP bargaining unit.
- b) MoveUP members with a minimum of 5 years of continuous service who are successful applicants on jobs in another FortisBC bargaining unit may retain their seniority for a period of two years from the date of leaving the MoveUP bargaining unit for the sole purpose of applying on future MoveUP job bulletins.

The leaving date will be confirmed to MoveUP and the employee by the Company in writing.

- c) No MoveUP seniority will be accrued while being a member of the other bargaining unit.
- d) Minimum dues must be paid to MoveUP during the period of time in the other Bargaining Unit.

#### 4.07 **WORKING OUTSIDE THE BARGAINING UNIT IN EXCLUDED POSITION**

An Employee who accepts a temporary position to an excluded position with the Company outside of the bargaining unit shall accrue seniority for a period not to exceed eighteen (18) consecutive months from the date of commencement of such work. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement. An Employee choosing to return to the bargaining unit will return to their most recently held position within the bargaining unit. An Employee shall only have the right to accrue seniority while working outside the bargaining unit one (1) time in any eighteen (18) consecutive month period. It is understood that employees will pay Union dues during this period.

## ARTICLE 5 - EMPLOYMENT, TRANSFER AND TERMINATION

### 5.01 PROBATIONARY PERIOD

- a) All new employees entering the Company in a job covered by this agreement shall be considered as probationary for a period of 120 days at work and the Company may terminate their employment for any reason, except as provided in Article 1.08. Such termination will be subject to the grievance procedure.
- b) The Company may elect to extend the probationary period by a further period of up to 3 months by mutual agreement between the Union and the Company. The Company will notify the employee in writing, with a copy to the Union, ten (10) calendar days prior to the expiration of the probationary period in Article 5.01(a) above. The letter extending the probationary period will outline the reasons for such extended probationary period.
- c) Such extended probationary period will be only to allow further performance assessment, and therefore the Company may terminate the employee during this extended probationary period for reason of inadequate performance and the provisions of Article 5.04 will not apply. All other provisions of the Agreement, including the accrual of seniority, will apply.
- d) A temporary employee entering a full-time or part-time regular position in a different classification from a temporary position previously held, shall be subject to a three-month performance probation. The employee may be terminated during this period solely as a result of inadequate performance. The probationary period may be extended for an additional one month by mutual agreement of the parties.
- e) All regular employees who post into a new classification will serve a trial period of three (3) months. If unsuccessful in completing the trial period for performance reasons the employee will revert to their former position as will any backfill. The employee may choose to revert back to their former position within 3 months of posting into the new classification and any backfill in turn will revert to their former position.
- f) FTR probationary employees, pursuant to Articles 5.01(a) and (b) are not eligible to bid on temporary positions.

### 5.02 TERMINATION - JUST CAUSE

- a) Employees may be dismissed for just and reasonable cause without notice. The burden of proof of just cause shall rest with the Company. The Company shall immediately notify the Union in writing stating the reasons for the dismissal. In the event the Union is not in receipt of a copy of such written notification and the same is not a willful act on the part of the Company, then such an event shall not be a breach of the terms and conditions of this Agreement.
- b) The Company shall advise an employee in writing of any disciplinary action and the reasons in full for such action, at the time of taking any such action. The Company shall also promptly provide the Union and the Job Steward with a copy of each such disciplinary notice.
- c) An employee shall have the right to refuse to participate or to continue to participate in any interaction with the Company, or any person acting on behalf of the Company, which they believes ought to be subject to Union representation and such Union representation is not present. An employee who exercises this right of “non-participation” shall not suffer any prejudice, penalty, discipline or other adversity as a result.
- d) Temporary employees shall give or receive the lesser of 10 working days’ notice of termination of employment or one working day notice for each month worked.

### **5.03 PERFORMANCE ASSESSMENTS**

- a) The Company recognizes the distinction between culpability and non-culpability as they relate to employee behaviour and performance. The company emphasizes coaching and counseling to correct non-culpable behaviour and performance. Coaching is an informal process that occurs on a day-to-day basis. When the employee's manager implements the counseling stage, the Manager will meet with the employee and the Job Steward to develop a written action plan for improvement.
- b) Written performance assessments shall only be used by the Company as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement. An employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The employee may sign the assessment, which act shall only indicate completion of the assessment, and may write a rebuttal which must also become part of the employee's file.
- c) A performance assessment which the employee concerned believes is unfair, unreasonable and/or which contains incorrect information shall be subject to revision through the grievance procedure.
- d) Where the employee, despite appropriate coaching and counseling, is unable to achieve a reasonable standard of performance or behaviour, and where the employee is not culpable, the manager will place the employee on a performance probation of not less than 3 months. During this period the manager will continue to work with the employee and the Job Steward with the view to improving the employee's performance to a satisfactory level to avoid termination. The Parties will also cooperate with the view to placing the employee into a more suitable position within the Company.
- e) If at the end of the probationary period no suitable alternative has been agreed to, the Company may discharge the employee. Such termination shall be subject to the grievance procedure.

### **5.04 PERSONNEL FILES**

- a) A personnel file shall be maintained by the Company for each employee in the bargaining unit. With the exception of payroll records, such file shall contain all records, reports and other documentation concerning the employee's employment and work performance.
- b) Employees may review their own personnel files. This may be done by making a written request to a Human Resources Business Partner, with a copy to the employee's Manager. Arrangements will be made for the employee to sit at a desk or in an office to review the file in the presence of the Human Resources Business Partner or their designate. It is understood that the file or any of its contents may not be removed from the designated area. An employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file, not previously received.
- c) A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Company. On request, the Union representative shall be provided with copies of any document, record or report contained in the Employee's personnel file.
- d) A disciplinary notation or adverse performance notation which will form part of the employee's general record with the Company must be shown to the employee prior to being placed on the employee's file. The employee may initial the notation, but this will acknowledge only



awareness of its existence, and the employee may write a rebuttal which must also become part of the employee's file.

- e) In addition, no negative comment or report about any employee shall be placed in any personnel file until the employee concerned is first given a copy of the information.
- f) Adverse disciplinary and/or performance notations must be removed from an employee's file eighteen (18) months after having been written. It is understood that repeated offenses will continue to remain on record until a clear eighteen (18) month period has been established.

## ARTICLE 6 - POSTING OF JOB VACANCIES

6.01 For the purpose of this Article, a job vacancy occurs when the Company requests a replacement for an existing job which has become vacant because of termination, promotion, etc., or when the Company creates a new job and seeks applicants for same.

6.02 a) Except as otherwise provided in this Agreement, all job vacancies which occur in regular and temporary jobs shall be posted on the appropriate bulletin board and shall close 5 working days from date of posting, but may be filled on a temporary basis until applications have been processed and a regular appointment is made. The bulletin shall include all relevant information including duties, qualifications, wage scale and special conditions.

b) The Company reserves the right to post internally and externally simultaneously.

c) The posting will not be removed from the bulletin board until a successful candidate has been notified. Late applicants who have been on annual vacation, sick leave or other authorized leaves during the posting period of five 5 working days will be considered provided their application is received prior to the successful candidate being notified.

d) When an employee is on leave for more than five (5) working days, they may choose to register a standing application with Talent Acquisition.

e) The Company agrees that the Manager (or their designate) responsible for making the selection to a job vacancy will conduct placement interviews with at least the 3 most senior qualified applicants for the job.

f) Applicants shall receive notification of the receipt of their application and, when a regular appointment has been made, of the name of the successful applicant. Applicants have 10 working days after being advised by the Company that they were unsuccessful in a job competition to raise a job selection grievance under Article 3. A copy of the job vacancy bulletin will be sent to the Union at the same time it is posted on bulletin boards.

g) Applications for posted vacancies received from Temporary employees prior to the Bulletin closure date on or before their termination date shall be considered as internal applications for the purposes of Article 6.03(a).

h) If a selection has not been made for a posted position within 6 months of the closing date on the job bulletin, the position will be re-bulletined unless otherwise agreed.

i) A copy of the letter of offer to new employees will be forwarded to the Union.

### 6.03 **JOB SELECTION**

a) Preference in selection for vacant jobs within the bargaining unit shall be given to applicants in the bargaining unit who have the knowledge, ability and qualifications to perform the vacant job and shall include consideration of an employee's performance on their current job.

b) Should more than one (1) employee within the unit meet the above requirements, then preference shall be given to the senior employee as defined under Article 4.

c) If there are no applicants within the unit who meet the qualifications then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job.

- d) If there are no applicants within the bargaining unit who meet the required education and experience qualifications, the company may, at its sole discretion, offer the vacancy to any regular member(s) of the bargaining unit, whether an applicant or not. In this event, the company shall designate an appropriate rate of pay and a schedule of progression for each such employee, during which time the employee must become fully functioning in the job.
- e) The progression schedule designated in 6.03(d) above shall allow the employee to achieve no less than the minimum step of the job in five years or less. In the event the employee is unsuccessful in meeting the requirements of the job within the time limit of the designated progression schedule, the company may lay off the employee to the recall list, in which case the terms of article 7.06 apply (the employee is not entitled to exercise bumping rights under article 7.02(a)).

f) **Leader and Work Leader Selections**

The Company and the Union acknowledge that Leader and Work Leader positions, are subject to a higher job selection criteria than an average position. For all Leader and Work Leader classifications, selections shall be made giving equal weight to each of the following six (6) factors:

1. Seniority
2. Expertise
3. Initiative
4. Problem solving & results orientation
5. Customer Focus
6. Business understanding & alignment

- 6.04 Where an employee has attained a lateral transfer as a result of a job posting, the Company will not be required to accept an application by that employee for another lateral transfer until they have completed 15 months service in that position. Employees in this category should contact Human Resources if they are uncertain as to whether their application will be accepted.

For the purpose of this Article an existing employee shall not be prevented from applying for bulletined vacancies that result in a status change or a promotion.

- 6.05 An applicant who has been selected to fill a posted job vacancy and whose selection is being grieved, may assume the new position, but will be advised by the Company that a selection grievance has been initiated. In the event the grievance is sustained, the selected applicant will return to the position which they previously held.

6.06 **TEMPORARY POSTINGS**

- a) For the purposes of this Article, a temporary position is defined as a position with a minimum duration of one partial day and a maximum duration of 18 months unless otherwise specifically agreed by the Parties.
- b) Notwithstanding Article 6.06 (a), the Parties agree to extend the duration of the temporary posting from a maximum of eighteen (18) months to twenty (20) months. It is understood and agreed that this extension is only for positions that are being bulletined for employees taking pregnancy/parental leave.
- c) Temporary jobs shall be bulletined, excluding those where the temporary job lasts less than 6 months (except for pregnancy/parental leave in which case a 3 month period applies), or others specifically agreed by the parties. The Company shall provide a summary of all temporary positions to the Union by the 5<sup>th</sup> working day of the month following the end of each quarter showing the job position, job classification, start date and end date.

- d) For positions under 6 months that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03(a). For vacancies under 6 weeks, the Company will give preference to the most senior employee within the workgroup who has the ability to perform the job with no further orientation or training. If none of these employees volunteer, the least senior employee may be appointed.
  - e) An extension to an unbulletined temporary position beyond 6 months shall only be by consent of the Union; otherwise the position, if extended, shall be immediately posted.
  - f) An extension to a bulletined temporary position beyond 18 months shall only be by consent of the Union; otherwise the position will be bulletined as a regular position. In this event, if the temporary position is occupied by a temporary employee who is not the successful applicant, then they will be terminated in accordance with Article 5.02(d). If they are the successful applicant, they will become regular as of the date they commenced employment in the position.
  - g) A regular employee who is a successful applicant for a temporary job will return to their regular position when the temporary job is concluded.
  - h) Any vacancy created by an employee moving to fill a temporary vacancy may be filled by the Company without posting. For positions that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03(a).
  - i) Temporary jobs shall be re-bulletined if they become permanent in nature, unless otherwise specifically agreed by the parties.
  - j) Any employees bidding into temporary positions must complete the term of the temporary position as specified on the bulletin before bidding out into another temporary position, except by agreement of their regular Manager and their current temporary Manager.
- 6.07 a) Where an employee has been selected to fill another position, the manager concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Human Resources Dept. Successful applicants shall normally assume their new duties within 4 weeks from the date they receive written notification of their successful application. Where operational requirements do not permit successful applicants to assume their new duties within this period, the employee will be paid as if they were in the new position. The Company will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Company delaying the transfer. In no event will a transfer be delayed for longer than 3 months under this Article. With regards to Gas Controllers and/or Emergency Operation Representatives and subject to agreement of the parties, the three (3) month period may be extended in exceptional circumstances. The Company shall provide the Union with details for the extension request and the Union will not unreasonably deny such request.
- b) Eligibility for length-of-service progression on the new job shall be determined from the starting date in the new job or 4 weeks from the date of selection, whichever date shall first occur.
- 6.08 a) A FTR or PTR employee in a hierarchical\* classification may be promoted to a higher level in that classification, at the same location, within the same work group, without that job being bulletined, provided; there is no vacancy, the promotion goes to the senior qualified employee and the number of employees in the work group does not increase. The Union shall be notified

in writing of all instances where promotions are made under this clause.

\*Hierarchical classification is defined as:

- Asset Management Analyst
- Engineering Drafter
- Measurement Accounting Chart Analyst
- Technician - Corrosion Control
- Technologists – Instrumentation and Communications
- Technologists – Capacity Planner
- Operations Support Representative (OSR)
- Planning and Design Technicians / Planning and Design Technologist 1

b) For purposes of the above hierarchical classifications, "work group" is defined as that group of employees who participate on the same shift schedule or, where no shift schedule exists, on the same vacation schedule. The position of Work Leader, if it exists, is not included in the hierarchy and any vacancy must be bulletined.

6.09 The Company and the Union shall meet periodically to jointly review all Company requests to alter the status of Part-time Regular positions to Full-time Regular positions. Where the Company can demonstrate that a position that was previously posted as a PTR has existed for at least 24 months and has evolved into a FTR position, the Union shall give consideration to waiving the posting provisions of this Article, allowing the present incumbent to evolve to FTR status.

## ARTICLE 7 - LAYOFF AND RECALL

- 7.01 a) When, in the opinion of the Company, it is necessary to reduce personnel, the Company will notify the Union with no less than sixty (60) calendar days written notice of intention to introduce automation or new equipment which might result in displacement or reduction of personnel or changes of job classification. The notice will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.
- b) If it is necessary to lay off regular employees, the Company shall meet with the Union in a timely manner and advise the Union of the proposed reduction and the positions and employees affected.
- c) Prior to laying off any regular employee to the recall list, the Company shall terminate temporary employees in the department or location affected, provided the laid off employee has the present ability to perform the temporary employee's job.
- d) Regular employees shall be laid off in inverse order of their seniority, provided that the retained employees have the present ability to perform the job.
- e) Written notice or pay in lieu of notice will be given to regular employees for layoffs in excess of 13 weeks. Notice will be one week per year of service with a minimum notice of four weeks and a maximum notice of eight weeks. A copy of such written notice will be sent to the Union.
- 7.02 a) A regular employee who is subject to layoff may elect any same-status (FTR or PTR) option in 7.02(a)(i) and (ii): except that if there are no opportunities or options under 7.02(a)(i), (ii), or (iii), a FTR or PTR employee may cross-status bump (FTR to PTR or PTR to FTR) the least senior PTR or FTR employee in their current headquarters in order to retain their current headquarters:
- i) To be placed into other FTR or PTR vacant positions which the employee has the present ability to satisfactorily perform; or
- ii) To bump the least senior FTR or PTR employee in the following categories:
- (1) in the same job classification at the employee's current headquarters; or
  - (2) in the same job classification in the same District; or
  - (3) in the same job classification Company-wide; or
  - (4) in a job classification which the redundant employee previously permanently held<sup>1</sup> at the employee's current headquarters; or
  - (5) in a job classification which the redundant employee previously permanently held<sup>1</sup> in the same District; or
  - (6) in a job classification which the redundant employee previously permanently held<sup>1</sup> Company-wide.
- <sup>1</sup>In order to qualify as a job classification "previously permanently held" the employee must have held regular status in that classification and concurrently performed work in that classification for a period not less than 100 days at work.
- iii) If there are:
- (1) no placement opportunities under 7.02(a)(i) and
  - (2) no bumping options under 7.02(a)(ii) the employee;
  - (3) may elect to bump to the position held by the least senior employee, first in an equal group job and secondly in the highest lower group job that the

redundant employee has not previously held but which, in the opinion of the Company, the employee has the present ability to satisfactorily perform.

- (4) bumping under 7.02(a)(iii) is limited to the location in which the employee is currently regularly employed unless there is no employee to be bumped at that location, in which case this bumping option will be expanded to the District as defined in article 7.05, and, failing this, to Company-wide.
- iv) (1) In the event there is no opportunity for lateral vacancy placement or bumping under 7.02(a)(i), (ii), or (iii), the provisions of article 18.10(b)(ii) will apply.
    - (2) If, however, the employee bumps or chooses placement to a lower group job, other than the highest group available below their current level, the provisions of article 18.10(a) will apply, except that, if eligibility for relocation expenses is avoided, the employee will receive article 18.10(b)(ii) protection provided the employee accepts placement or bumps to the highest lower level position available, either currently or in a subsequent placement opportunity pursuant to articles 7.02(a)(vi) or (viii), below.
  - v) In cases of vacancy placement, the Union shall waive job postings, except in the event the Union intends to pursue a grievance that the layoff is not founded in good faith.
  - vi) An employee under protection of article 18.10(b)(ii) will be considered an automatic applicant to all vacancies posted pursuant to article 6 on the following basis:
    - (1) an initial screening indicates the employee may be qualified;
    - (2) the job is in a pay group above the job the employee currently occupies;
    - (3) the job is in a pay group not higher than the job from which the employee was displaced or at which the employee is salary protected;
    - (4) the job is a reasonable commuting distance from the employee's residence.
    - (5) Article 18.10(a) will apply to employees who decline a position under this provision.
  - vii) PTR employees re-locating pursuant to article 7.02 will receive reimbursement for moving expenses in direct proportion to the number of hours worked in the previous 12 months in relation to the annual 1,826 hours worked by FTR employees.
  - viii) Upon displacement an employee already under salary protection pursuant to article 18.10(b) will be offered placement and bumping options under article 7 that reflect the salary level at which the employee is protected.
- b) Any election an employee makes under this article shall be given in writing to the Company no later than five working days after the Company has given the required written notice of layoff to the employee, identifying the employee's options.
  - c) Where an employee has exercised the right to bump under article 7, or where an employee is placed into a vacant job or position in another town or district, the employee will be eligible for all travelling allowances, moving expenses and living expenses in accordance with Article 17.11.
  - d) Regular employees with less than 12 months of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of six months. Regular employees with twelve months or more of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of twelve months. If an employee has not been recalled into a FTR or PTR

position during the 6 or 12 month recall period, as noted above, the employee will be removed from the recall list. For the purpose of this Article, an employee shall remain on the recall list during any period of temporary employment and shall be considered for any regular employment.

- e) The Company shall maintain an up-to-date recall list and provide a copy to the Union upon request.
- 7.03
- a) No new employee will be hired until employees on the recall list who have specified in writing to the Human Resources Department the locations and the types of vacancies they wish to be notified of, and who have the present ability to perform the vacant job, have been offered the position in order of seniority.
  - b) A vacancy at the same or lower salary group as the position which an employee on the recall list was displaced from or is salary protected at, shall not be posted until such employees on the recall list who have the present ability to perform the vacant job have been offered the position, in order of seniority.
- 7.04
- When it is necessary to increase personnel in the job classification from which employees have been laid off, laid off employees will be recalled in order of seniority. The following conditions shall apply:
- i) Employees on the recall list are responsible for notifying the Human Resources Department of any change in their postal address or telephone number. Employees who have complied with the foregoing procedure shall be notified by the Company either personally by telephone, or failing that, by registered mail at their last known address of the date on which they are to report for work.
  - ii) Should an employee fail to report for work within seven days of being notified personally by telephone or within 10 days of the postal registration date of the written notice, the employee shall lose the right of recall and seniority.
  - iii) An employee who has been laid off in accordance with the provisions of Article 7 will be removed from the recall list if they have not been recalled at the conclusion of the recall period as defined in Article 7.02(d), unless the employee is unable to work due to sickness or injury at the time of recall. At the Company's request, the employee will be required to produce a medical certificate to substantiate that the sickness or injury prevented the employee from working.

7.05 **DEFINITION OF DISTRICTS**

For the purposes of this agreement, Districts shall be defined as follows:

- a) Lower Mainland District covers employees employed in the Lower Mainland (Greater Vancouver to Hope);
  - b) Northern District covers employees employed at the company's Interior operations north of the Trans-Canada Highway;
  - c) Southern District covers employees employed at the company's Interior operations in communities on the Trans-Canada Highway or south of it.
- 7.06
- Where an employee does not exercise bumping rights or vacancy placement pursuant to article 7, the employee may elect to terminate with severance of two weeks' pay for each completed year of service, or elect layoff and placement on the recall list pursuant to this article, in which case



severance pay of the amount originally accrued shall be paid at the end of the recall period, if the employee has not been permanently recalled by that time.

7.07 Return to Former Position: The active regular employee with the highest seniority who was previously displaced from a classification shall have preference to return to that classification if a position at the headquarters the employee was displaced from becomes vacant within 12 months of the effective date of displacement from that classification and the Union will waive the requirement to bulletin the job. If the employee is under salary protection and chooses not to return to the classification, the employee shall lose that salary protection unless the employee has moved since the layoff due to a change of headquarters and is now living more than a reasonable commuting distance from the location of the vacancy.

7.08 **ELIGIBILITY POOL**

Where the collective agreement simultaneously entitles more than one employee to be offered, placed, or recalled to a specific vacant position, the most senior eligible employee will have precedence. For each vacancy, all eligible employees will be placed in a common “eligibility pool” and the Company will place/offer/recall from that pool, in order of seniority. Each employee’s options and consequences of accepting or declining the option will be determined by the specific article which makes that employee eligible for placement/offer/recall.

## **ARTICLE 8 - RESPECT IN THE WORKPLACE**

### **8.01 RESPECTFUL WORKPLACE**

The Company is committed to providing a work environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment of, or by, employees, customers, students, contractors, suppliers or other individuals associated with the Company while engaged in activities pertaining to the workplace will not be tolerated. To that end, the Company's "Respect in the Workplace" policy shall apply.

### **8.02 DEFINITIONS**

#### **HARASSMENT**

Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on race, religious beliefs, colour, and place of origin, gender, mental or physical ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or political belief. Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)
- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions

#### **DISCRIMINATION**

Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or any other characteristic prohibited by legislation.

### **8.03 REPORTING PROCEDURE**

The Company and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized. The process must be fair, consistent, and expeditious.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal

charges, or civil litigation).

- a) An employee who feels subject to harassment should make every effort to tell the offending Party to stop such behavior, prior to proceeding with an informal or formal complaint.
- b) If the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact a Human Resources Business Partner, who will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.
- c) In the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- d) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

## ARTICLE 9 - LEAVES OF ABSENCE

### 9.01 BEREAVEMENT LEAVE

- a) Bereavement leave of absence of up to 5 days in the event of a death of an employee's child, grandchild, husband, wife, or spouse.
- b) Bereavement leave of absence of up to 5 days, 3 days with pay and 2 days without pay, shall be granted to an employee upon application in the event of a death of a parent, step-parent, parent-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparent, or grandparent-in-law of the employee and for legitimate personal reasons acceptable to the Company.
- c) If the above situation occurs while an employee is on vacation leave, the employee will be granted an equal number of days as an extension to their vacation or to be taken at a later date.

### 9.02 FUNERAL ATTENDANCE

One-half day shall be granted without loss of pay to attend a funeral as pallbearer or mourner, provided such absence does not interfere with the efficiency of the department. Such leave shall not be unreasonably withheld.

### 9.03 JURY DUTY

An employee who is subpoenaed as a witness and appears, or who attends for jury duty, or serves on jury duty shall continue to receive their salary. The employee concerned agrees to turn over to the Company on request any monies received for performing this public duty.

### 9.04 PUBLIC OFFICE

- a) Employees who wish to run for public office will be granted leave of absence without pay on request, and may continue to participate in the Company's welfare and pension plans provided the total cost of such plans are borne by the employee.
- b) Employees who are elected or appointed to Union office or elected as an M.L.A. or M.P. shall be granted leave of absence without pay on request. Such employees may continue to participate in the Company's welfare and pension plans provided the Company's cost share is borne by the Union or the employee. Employees on such leave shall continue to accrue seniority and service with the Company and on request will be re employed in a position in the same Job Group as formerly held subject to such position becoming available, or any such other job which the employee may be qualified to fill. To better ensure the availability of such jobs, the returning employee should provide a maximum amount of notice of intent to return.

### 9.05 MEDICAL/DENTAL APPOINTMENTS

- a) Wherever possible, employees shall schedule medical and dental appointments outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their sick leave or their pay where the period of absence from work is two hours or less. Medical and dental appointments requiring an absence from work beyond two hours will result in the excess over two hours being deducted from sick leave or from pay (if paid sick leave is exhausted). Managers at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.
- b) The Union agrees that employees should cooperate with their Manager by providing as much notice as they can of pending medical and dental appointments; this is to facilitate replacement

staff and scheduling of work. Furthermore, the Union will encourage its members to make every effort to schedule their appointments on PDO or EDO days, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.

#### 9.06 **LEAVES OF ABSENCE WITHOUT PAY**

- a) Regular employees may be granted a leave of absence without pay upon application to their Manager where such leave of absence does not exceed 14 calendar days, insofar as the proper operation of the service will permit. All leaves of absence must be approved by the Company.
- b) Employees who have completed 5 or more years of service shall, on request, receive 10 scheduled working days leave of absence per year without pay. All days taken in any calendar year must be consecutive, (exclusive of other scheduled days off), i.e. 1 occurrence per year only. The leave of absence shall be scheduled at a time mutually agreeable between the employee and the Company and such agreement will not be unreasonably withheld.
- c) It is agreed that an employee cannot request or be granted a leave of absence, for reasons other than pregnancy/parental leave, until all of their outstanding vacation entitlement has either been taken, or is scheduled to be taken.
- d) After 10 calendar years of service an employee will be entitled to a one-time unpaid long service leave of up to 12 months. No alternative paid employment may be undertaken by an employee during this leave. This leave is subject to the terms and conditions set out in Article 20.02.

#### 9.07 **PREGNANCY LEAVE**

- a) An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C.. During the pregnancy leave of absence, the B.C. Medical Services Plan, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- b) No less than thirty (30) days prior to the commencement of the leave, the employee must notify their manager (or designate) of the start date for the leave, the number of weeks leave they intend to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- c) The period of leave can be shortened after commencement of the leave upon a further thirty days notice.
- d) Any extension of leave beyond the total leave of 78 weeks (pregnancy and parental together) will be at the sole discretion of the company. There will be no annual vacation accrual during any such extension period.

#### 9.08 **PARENTAL LEAVE**

- a) To request parental leave only, an employee must notify their manager in writing no less than 30 days prior to the commencement of the leave. The notice must include the start and end dates. During parental leave, the B.C. Medical Services, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees shall have the option of prorating the reimbursement amounts over the period of six months.

- b) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B.C. as follows:
  - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise;
  - ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children; and,
  - iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child or children are placed with the parent.
- d) To change to an earlier return date, employees must notify their immediate manager (or designate) in writing no less than 30 days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

9.09 **PREGNANCY LEAVE DISABILITY**  
**(Excluding LOU #42 Grand Parented Electrical Employees)**

- a) The Parties agree that regular employees who are on pregnancy leave and who have given birth to a child shall receive a six-week EI top-up as follows:
- b) Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee's last working day prior to commencing pregnancy leave.
- c) The top-up shall be to 70% or 100% of regular earnings (per the employee's entitlements under Article 10.02) and shall commence with the date of birth.
- d) Regular earnings for purposes of this Article are defined as the employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
- e) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances - in other words, an employee is not entitled to a greater 'sick leave' benefit under this Article than she would be for any other disability.
- f) The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- g) The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- h) Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the FortisBC top-up retroactively.

- i) Should the employee's birth-related disability continue beyond the six-week top-up period, the company will continue the appropriate top-up amount for so long as the birth-related disability continues, or until EI entitlements are exhausted, or until 'sick-leave-equivalent' entitlements are exhausted (per Paragraph e, above), whichever first occurs.
- j) The disability-related portion of the pregnancy leave is considered part of the term of pregnancy leave specified by Article 9.06.
- k) Should the employee continue to be disabled as a result of complications from the childbirth at the end of the pregnancy leave period, the LTD provider's 15-week waiting period is deemed to run concurrently with the employee's pregnancy leave from the date of childbirth.
- l) The FortisBC claims management process will be used to assess all medically-related absences except for the six-week period immediately following the date of childbirth. Absences immediately following this six-week period will not be subject to the normal five-day waiting period for claims management.
- m) The employee is not eligible for paid sick leave allowances for a disability not related to childbirth unless the disability was pre-existing to the period of pregnancy leave.

**ARTICLE 10 - PAID SICK LEAVE ALLOWANCES  
(Excluding LOU #42 Grand Parented Electrical Employees)**

- 10.01 A regular employee becomes eligible for paid sick leave benefits after accumulating 3 months of service with the Company.
- 10.02 Employees who are unable to work as a result of a disability caused by an off-the-job sickness or accident will be eligible to receive the following paid sick leave benefits:

a) **PAID SICK LEAVE ALLOWANCE PER PLAN YEAR**

<b>Period of Service with the Company at Previous July 1</b>	<b>Full Regular Earnings For</b>	<b>Followed By 70% of Regular Earnings For</b>
3 mos - 1 yr less 1 day	3 week	23 weeks
1 yr - 2 yrs less 1 day	5 weeks	21 weeks
2 yrs - 3 yrs less 1 day	7 weeks	19 weeks
3 yrs - 4 yrs less 1 day	10 weeks	16 weeks
4 yrs - 5 yrs less 1 day	13 weeks	13 weeks
5 yrs - 6 yrs less 1 day	15 weeks	11 weeks
6 yrs - 7 yrs less 1 day	17 weeks	9 weeks
7 yrs - 8 yrs less 1 day	19 weeks	7 weeks
8 yrs - 9 yrs less 1 day	21 weeks	5 weeks
9 yrs - 10 yrs less 1 day	24 weeks	2 weeks
10 yrs – and more	26 weeks	0 weeks

- b) Employees who had less than 3 months service as at the previous July 1st, or who were not employed by the Company at the previous July 1st, will have their period of service determined as the period of time from the date their employment with the Company commenced until the date of their disability.
- 10.03 A plan year is defined as a 12 month period beginning on July 1st, and ending on June 30th.
- 10.04 a) For purposes of the Article "regular earnings" means the daily rate in effect at the date of disability, for the employee's normal job classification, as determined by dividing the employee's normal bi-weekly salary by ten.
- b) Where an employee is in receipt of a temporary promotional increase pursuant to Article 18.08 and that promotional increase is for a specific period of time exceeding 2 weeks in length, then, the employee's "temporary earnings" will be utilized to calculate the daily rate outlined in the first paragraph above. The daily calculation will not utilize the "temporary earnings" for a longer period of time than originally specified.
- 10.05 When the entitlement at full regular earnings has been exhausted, employees will be eligible to receive further paid sick leave benefits of seventy percent (70%) of regular earnings for the balance of a 26 week period. Note: See Article 21.04(e) for supplementary entitlement.
- 10.06 Any unused days of paid sick leave allowance at full regular earnings cannot be carried over from one plan year to the next. If a disability continues into a new plan year, the amount of benefits at full regular earnings for that disability in the new plan year will be the balance of what is left from the previous plan year's full regular earnings entitlement.



- 10.07 Employees may utilize part of the paid sick leave allowance accruing to them under Article 10.02 in the event of injury or illness to a dependent child on the following conditions:
- a) a maximum of one-half of annual full regular earnings allowance may be used for this purpose; but
  - b) no more than a total of 5 days may be used for this purpose in any plan year; and
  - c) use of this provision is limited to a maximum of 4 separate occurrences per plan year.
- 10.08
- a) If an employee has received 26 weeks of paid sick leave benefits and returns to active duty, the employee will have their entitlement as at the previous July 1st, reinstated after 1 month's service in the case of a new disability, and after 3 months' service in the case of the same or a related disability.
  - b) If a disabled employee has exhausted their paid sick leave benefits prior to the expiry of the 26 week elimination period for Long Term Disability, the employee shall be paid 70% of regular earnings for the balance of the elimination period.
- 10.09 Benefits under this plan will be reduced by any benefits an employee receives under any government sponsored plans, other than Employment Insurance. Income benefits from any individual disability policy which has been purchased by an employee will not be considered in determining benefit entitlement under this plan.
- 10.10 Employees absent from work for any of the following reasons will not be eligible for paid sick leave benefits:
- a) disabilities which occur while the employee is on pregnancy /parental leave,
  - b) disabilities covered by any Workers' Compensation Act, except that the specific eligibility criteria of "off-the-job" will be met where the employee has been denied Workers Compensation coverage for a cognitive/mental illness or injury, as described in the Cognitive Claim Process Map per the MOA signed February 9, 2017.
  - c) disabilities caused by intentionally self-inflicted injuries or disease; while serving in the Armed Forces; while participating in a riot, war or civil disobedience; or while committing a criminal offence or serving a prison sentence.
- 10.11 When an employee is given notice of layoff and the employee subsequently becomes disabled within 2 months of the effective date of the layoff, the paid sick leave benefits will terminate on the effective date of the layoff.
- 10.12 Employees with health problems will be considered for severance pay providing the employee is not receiving long-term disability benefits.
- 10.13
- a) At the request of the Company, employees will provide a medical certificate by a licensed physician substantiating any disability extending beyond 5 working days, or to substantiate absences in excess of 4 occurrences in any calendar year. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company.
  - b) The Company recognizes its duty to accommodate to the point of undue hardship, employees with medical disabilities. Where it is clear that an employee's absences are related to a recognized disability, the Company will endeavour to work with the employee, the employee's doctor and the Union, in order to accommodate the employee in preference to continually

requesting medical certificates pursuant to Article 10.13(a) above. This process does not prejudice the employee, the Company or the Union from implementing other process that are legally available to them.

- c) An employee may be required to submit to an examination by a licensed physician who is mutually agreeable to the employee, the Union, and the Company. The Parties agree that:
  - i) In the selection of a mutually agreeable licensed physician, the employee must provide consent for Union involvement.
  - ii) Such request being made of an employee to submit to an examination, must be reasonably necessary to ensure that the medical privacy rights of the employee are not being violated.
  - iii) The Company shall provide paid leave to attend such examination (not subject to Article 9.05).
  - iv) Should this examination result in a cost that is not borne by the Company's medical plan, the cost of such examination will be paid by the Company. In the event the parties cannot mutually agree upon a licensed physician, the B.C. College of Physicians will be requested to appoint a licensed member.

10.14 Employees who leave the Company subsequent to April 1, 1975 and are rehired will receive credit for past service in establishing paid sick leave entitlement provided the employee is rehired by the Company within 3 years.

10.15 It is understood that the plan may be altered or amended from time to time in order that the plan will continue to meet the standards of the Employment Insurance regulations and thereby qualify the Company for a full premium reduction.

10.16 In cases where employees are on compensation and receiving Workers' Compensation Board payments, the Company will pay the difference between such payments up to a maximum of 85% of the employee's normal 37.5 hour weekly straight time wages for the period the employee is paid by the Workers' Compensation Board, but in any event, the percentage of contribution by the Company shall not be greater than that which would give the employee an income, including the Workers' Compensation Board payments that the employee would have received for a normal 37.5 hours straight time wage after the deduction of income tax. This paragraph shall only apply to those employees who have served their probationary period and/or hold a bulletined job. Neither the time off nor the payments shall be charged to sick leave credits.

#### 10.17 **LTD EMPLOYEES RETURNING TO WORK**

- a) When employees return from a period of sickness or disability after their positions have been filled, the Company will attempt to place them in a regular position for which they are qualified in accordance with HMR-01-08, subject to agreement of the Union. The position will be at the same salary level, or as near as possible to the employee's previous rate.
- b) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into their previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date long term disability payments became effective.

- c) If their previously held position is occupied by a more senior employee, the employee will be entitled to exercise their bumping options pursuant to Article 7.02 and/or layoff to recall protection under Articles 7.02(d), and 7.03.
- d) If the employee returns after more than two years from the date long term disability payments became effective and there are no placements options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 7.02(d) and 7.03.

## ARTICLE 11 - HEALTH & SAFETY

### 11.01 WORKING PRACTICES

- a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- b) Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply.
- c) No employee shall undertake any work which the employee has reasonable grounds for believing that the work is unsafe. Such incidents must be immediately reported by the employee, and investigated by the local management and the local safety committee.
- d) No employee shall be subject to discipline for acting in compliance with sections 3.12 (Right to refuse unsafe work) of the Workers' Compensation Board Industrial Health and Safety Regulations.
- e) Safety Committee meetings shall be held as per the Workers' Compensation Board Industrial Health and Safety Regulations and the practice of the Parties.
- f) Employees may submit their concerns regarding safety and occupational health to their respective operation's function Supervisor and/or to the local joint occupational health and safety representative.

### 11.02 PERSONAL PROTECTION

Where required, protective clothing such as smocks, safety hats, and, with the approval of the Manager, raingear will be provided by the Company at no cost to the employee.

- a) When safety footwear is required in the performance of some or all job duties and approved by the Manager, the employee shall be reimbursed for fifty percent (50%) of the cost or 100% of the cost of repairs, up to a maximum of \$350.00 every two calendar years, for protective safety footwear. Purchase shall be limited to C.S.A. approved footwear.

### 11.03 WorkSafeBC Regulations require that certain employees wear properly-fitted eye protection under prescribed work conditions.

When corrective lenses are required in safety spectacles, the Company will reimburse each employee requiring corrective safety spectacles an amount of up to \$125.00 annually providing that the spectacles conform to CSA Standards.

### 11.04 When an employee is required to wear a uniform, the uniform will be provided by the Company at no cost to the employee. The Company will also pay the cost of reasonable periodic cleaning of such uniforms.

### 11.05 EMPLOYEES WORKING AT NIGHT

- a) Except as provided in Article 16.10, when employees other than regular shift workers (Emergency Operations Centre, Gas Control, etc.) are required to work overtime later than 22:00 hours:
  - i) the Manager shall, if requested by the employee, make arrangements for an escort to their motor vehicle or public transit or,

- ii) if the employee is travelling by foot or to an insecure public transit destination, the Manager may, if requested by the employee, have the employee driven home by Company personnel or by taxi, at the Company's expense.
- b) The Union and the Company agree to meet to discuss any extraordinary circumstances that may affect the safety of regular shift workers whose shift or overtime ends between dusk and dawn.

## ARTICLE 12 - SHIFT WORK

- 12.01 The Company's various operations have required and will continue to require shift work.
- 12.02 The Company will provide the Union and affected employees with 3 months' notice prior to introducing shift requirements in a work area for the first time. Thereafter the shift schedule may be varied upon 30 calendar days' notice to the affected employees.
- 12.03 Should an employee's position become a shift position, the employee will have the option to either:
- 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 6.02; the employee who has declined the shift position will continue to work regular days and hours, or will be treated in accordance with the provisions of Article 7. In the event of layoff, the declined shift position is not considered a placement option or a bumping option for purposes of Article 7.02(a)(iii).

### 12.04 Shift Rotation

Length of shift rotation will be determined by the number of employees performing the same job at the same location, operational necessity and mutual agreement of the parties. Where more than one qualified employee exists for a shiftwork rotation, the selection of shifts will be made on the basis of seniority.

- 12.05 With the exception of employees who are covered by LOU #7, LOU #31, and those employees who are covered under Article 15.08, full-time regular employees working shifts shall be governed by the following conditions:

a) **WORKING HOURS**

The hours of work shall be the equivalent of 37.5 hours per week.

b) **WORK DAY**

Any consecutive 7.5 hours of work, exclusive of lunch period, in a 24 hour period, except that a shift may not start between 12:01 and 14:59.

c) **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

d) **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. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

e) **SHIFT PREMIUMS**

Notwithstanding any other language in the Collective Agreement, a 12% shift premium shall be paid for all hours worked between 15:00 and 08:00 Monday to Friday, and all hours

worked on a Saturday, Sunday or Statutory Holiday.

f) **LUNCH BREAKS**

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.

g) **WORK BREAKS**

Each employee shall receive 2 work breaks of 15 minutes in each day's work schedule. The first such break shall occur during the tour of duty prior to the lunch period and the second break shall occur during the tour of duty prior to quitting time.

h) **OVERTIME PAYMENTS**

All time worked in excess of the hours specified in Article 12.04 shall be paid for at the rate of double time. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and statutory holidays shall be paid at the rate of double time. All time worked on annual vacation shall be paid for at double time plus regular salary.

i) **OVERTIME BANKING**

Any election to bank under this provision will be done in accordance with Article 16.09.

j) **SIGN-UPS**

i) A majority of any group of shift workers may elect to sign-up on a seniority basis to establish the choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.

ii) Shift sign-up shall be by seniority as defined in Article 4 or by criteria determined by a simple majority of the group concerned, subject to approval by the Company and the Union. Once established, the sign-up criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up.

k) **NOTICE OF RELIEF**

i) To provide relief coverage for unscheduled leaves of absence due to sickness, accidents, etc., the Company may request an employee to temporarily change their shift. 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:

- (1) 48 hours notice - no penalty;
- (2) 24 hours notice - 1 shift at double time;
- (3) Less than 24 hours notice - 2 shifts at double time.

- ii) (1) Shift changes requested by the employee will not be subject to overtime penalties.
- (2) Designated relief employees incurring shift changes with less than a 16 hour break between the end of one shift and the beginning of their next shift will be paid one shift at double time.

## 12.06 SHIFT CHANGE AND CHANGE IN STARTING TIME OF A WORK DAY

When the Company changes an employee's work shift or where the Company varies the starting time of an employee's work day by more than three hours, and in either case does not provide the employee with 48 hours of notice, said employee shall be paid at overtime rates for the initial changed shift. Such payment shall not be made upon return to the normal shift or start time of a work day from which he was changed. Changes which result from accommodation of employee requests, such as changes in hours of work, exchanges of work shifts or work days, vacations and approved leaves of absence, or from periodic changes to summer and winter hours of work, shall not be paid at overtime rates. Work performed by an employee at overtime rate on his scheduled rest day, or overtime work, or work on a callout, do not constitute a change in work shift and do not affect the rate of pay for the employee's succeeding regular shift.



## ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The following statutory holidays shall be recognized by the Company:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared a holiday by Federal, Provincial and Civic Governments. Civic holidays shall be observed only in the area affected.

- 13.02 Any of the above holidays falling on a Saturday or Sunday will be observed on Friday, Monday or Tuesday at the Company's option.
- 13.03 Statutory holiday pay for part-time regular employees shall be paid in accordance with Article 19.02 (g) of this Agreement.
- 13.04 Shift workers shall receive an equivalent number of days off. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.
- 13.05 An employee will receive normal straight time earnings for any holiday described in 13.01 provided that on the working day immediately before and the working day immediately after the holiday he or she was work, on sick leave, on vacation or on an approved leave of absence.

**ARTICLE 14 – VACATIONS**  
**(Excluding LOU #42 Grand Parented Electrical Employees)**

**14.01 YEAR-OF-HIRE VACATION ENTITLEMENT**

Vacation entitlements will be advanced in January of the calendar year it is earned, and it will be prorated for new hires based on the year of hire service.

**14.02 ANNUAL VACATION ENTITLEMENTS AND PAY**

A regular employee shall EARN their annual vacation entitlement for any calendar year only when the employee reaches their anniversary, although they may TAKE their annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

**b) Vacation Entitlements and Pay**

In the calendar year of:	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
1st - 7th anniversary -	<u>6%</u>	3 weeks
8th - 17th anniversary -	<u>8%</u>	4 weeks
18th - 24th anniversary -	<u>10%</u>	5 weeks
25th and later anniversary -	<u>12%</u>	6 weeks

**14.03 PAYMENT OF VACATIONS**

a) Provided an employee has not triggered a pro-ration under 14.08, 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%, 8%, 10% or 12% of their current year's earnings, whichever is the greater.

b) Where an employee has triggered a pro-ration under 14.08, vacation entitlement any pay will be governed by the applicable clause.

c) Adjustments arising out of the percentage application will be made in the first quarter of the following year. Notwithstanding the foregoing, banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

d) Upon termination of service all employees will receive final vacation pay prorated on the basis of an anniversary date of 1 January.

e) Employees who termination prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

**14.04 BROKEN VACATIONS**

Vacations may be taken in broken periods but normally at least 2 weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have selected one period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

#### 14.05 **SCHEDULING VACATIONS**

Vacation periods shall not conflict with essential departmental requirements. However, agreement to schedule time off shall not be unreasonably withheld by the Manager. Employees must take all of their annual vacation (including PDOs) before the end of the calendar year.

If an employee is not able to take their scheduled vacation and PDOs due to operational requirements, the employee may request to carry over the vacation and use the vacation until March 31<sup>st</sup> of the next year. If the carried over amount is not taken as time off, the balance shall be paid out using the employee's base rate of pay.

Time off will be taken from the following banks in succession until they are depleted.

It is understood between the Parties that current vacation and PDOs carried over from Jan 1<sup>st</sup> to March 31<sup>st</sup> shall be taken out of the bank first before using the table below. This shall not affect grand-parented banks.

<b>Time Banks:</b>	<b>Description:</b>
1. Current AV/PDO	Current AV advanced; current PDOs earned
2. Cash/Time Bank	Banked overtime and year end rollover of current AV and PDOs. Withdrawals from this bank can be either time off or cash. This bank can exceed 18 weeks only with managerial approval.

#### 14.06 **STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE**

An employee will be granted a day in lieu with pay for each statutory or Company-observed holiday falling in their paid vacation period, or falling within any leave of absence period not exceeding 10 working days.

#### 14.07 **RELIEVING ON HIGHER-GROUPED JOB**

- a) If an employee is relieving on a higher-grouped job at the time they go on vacation, and their promotion involves salary adjustment, their annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of 20 working days at the relief level.
- b) However, if an employee is required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take their annual vacation at some other less convenient time, they shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

#### 14.08 **PRORATION OF ANNUAL VACATION ENTITLEMENT AND PAY**

- a) ABSENCES DUE TO STATUTORY LEAVE, SICK LEAVE, LONG-TERM DISABILITY OR WORKERS' COMPENSATION INJURY.

In any case where an accumulation of such absences exceed 6 calendar months in a calendar year, vacation entitlement for that year will be reduced by 1/6 for each full month of absence in excess of 6 months.

- i) carry over enough regular vacation days to a maximum of their following year entitlement, to bring them to a full vacation entitlement year, or
- ii) elect to have the current regular vacation balance paid out at the current year end.

- b) ABSENCES OTHER THAN STATUTORY LEAVE, SICK LEAVE, LONG TERM DISABILITY, WCB AND ANNUAL VACATION.

Where an accumulation of such absences exceed 3 calendar months in any calendar year, annual vacation will be reduced by 1/9 for each full month of absence in excess of 3 months.

- c) It is understood that Article 14.08 vacation pay pro-ratio will not apply to full-time regular employees during months 7 to 9 of pregnancy/parental leave providing the employee returns to full-time status and remains on full-time status through December 31 in the year in which they return. This understanding is without prejudice to the position of the Parties in the relationship of pregnancy/parental leave to other provisions of the Collective Agreement.
- d) Employees who have taken their annual vacation entitlement and subsequently leave the Company's service part way through the year will be required to reimburse the Company for any portion of that year's annual vacation already taken.

#### 14.09 **INLAND/COLUMBIA VACATION ENTITLEMENT**

Former Inland/Columbia employees as at September 14, 1989 shall retain their annual vacation and supplementary vacation entitlements and horizons in accordance with Article 7.03 and 7.10 of the 1988/89 Inland/Columbia Collective Agreement.

#### 14.10 **CANCELLATION OF VACATION**

An employee shall be reimbursed for any financial loss actually incurred as a result of the cancellation by the Company of a scheduled annual vacation.

#### 14.11 **PAST SERVICE CREDITS**

Employees who leave the Company subsequent to April 1, 1977 will receive credit for past service in establishing vacation entitlement provided any such employee is rehired by the Company prior to the expiry of a period of not more than 3 years. Such additional vacation entitlement shall not accrue until 1 January of the year following the re-hire date.

#### 14.12 **SUBSTITUTION OF LEAVE(S)**

Should an employee become ill or injured while on a paid leave (e.g.; Annual Leave, Legacy Day, Purchased Days Off), paid sick leave may be substituted for the other form of paid leave subject to the following rules:

- a) Only paid leaves that are scheduled for more than five (5) days are eligible for substitution.
- b) In the case of Annual Vacation (AV), only the first 15 days of AV in any vacation year are eligible for substitution.
- c) Substitution will only apply if the employee has a very serious illness, such that they require admission to a medical ward. This does not include an overnight stay in Emergency.
- d) The employee must provide the Company with a medical certificate from their physician or equivalent hospital documentation.

**ARTICLE 15 - HOURS OF WORK AND PDOs**  
***(Excluding LOU #42 Grand Parented Electrical Employees)***

15.01 The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- a) Standard hours of work are 06:30 to 20:00, Monday through Saturday;
- b) Core hours are 06:30 to 17:30, Monday through Friday;
- c) The standard start time will be a specific time between 06:30 and 12:00 hours inclusive;
- d) The company may vary an employee's start time and work week upon 2 weeks' notice. An employee's schedule cannot be varied more often than once every 90 calendar days;
- e) The start time parameters of Article 15.01(c) may be extended by mutual agreement between the manager and an employee.

15.02 **WORK WEEK**

The standard work week shall be any 5 consecutive days Monday through Saturday.

15.03 **WORK DAY**

The work day shall be any 7.5 consecutive hours of work, exclusive of lunch period, subject to the provisions of Article 15.01.

15.04 **WORK BREAKS**

Each employee shall receive 2 work breaks of 15 minutes in each day's work schedule. The first such break shall occur during the morning tour of duty prior to the lunch period and the second break shall occur in the afternoon tour of duty prior to quitting time.

15.05 **LUNCH BREAK**

The standard lunch break shall be at or near the midpoint of the working day and shall be either one hour or 1/2 hour as determined by mutual agreement between the manager and an employee or group of employees. Failing agreement, the practice in place at that time will continue.

15.06 **NON-CORE PREMIUM**

All time worked before 06:30 and after 17:30, and all standard hours worked on Saturday, shall be subject to a 12% non-core-hour premium. This premium is not paid if the time worked during these hours is at the employee's request, or if it attracts a higher premium rate pursuant to Articles 13 and 16.

15.07 **PURCHASED DAYS OFF (PDO)**

- a) PDOs include days off elected annually by Full-time Regular employees from their 4% Flex benefit allocation.
- b) FTR Legacy employees who were FTR on December 1, 2007 may choose, annually, an additional seven (7) PDOs in lieu of the 3% Employee Savings Plan. The seven (7) PDOs shall be pro-rated for employees who terminate during the calendar year.
- c) PDOs shall be taken in the year that they are credited. If the employee is not able to take their full PDO entitlement during that year, the employee may request to carry over the PDOs and use the PDOs until March 31<sup>st</sup> of the next year. If the carried over amount is not taken as time off, the balance shall be paid out using the employee's base rate of pay.

- d) Scheduling of PDOs is by mutual agreement. Such agreement shall not be unreasonably denied.
- e) FTR employees on long term disability or pregnancy / parental leave will not be entitled to a PDO during that leave of absence.

15.08 **FLEXIBLE HOURS OF WORK**

For: Sales Support Assistant  
 Technologist 4- Energy Utilization  
 Marketing Coordinator

- 1) For the purposes of this Article, the flexible work period shall be 37.5 hours consisting of a maximum of 5 consecutive days Monday through Sunday. Time worked on scheduled days off will be compensated at double time rates.
- 2) A work day of any consecutive 7.5 hours, exclusive of lunch period, may be scheduled between 06:00 and 22:00 at straight time rates. Time worked in excess of 7.5 hours per day or 37.5 hours in a week will be compensated at double time rates (200%).
- 3) The Company will provide as much advance notice as possible of a requirement to work flexible hours. Work scheduled under this clause will not interfere with scheduled annual vacation.
- 4) Where an employee subject to flexible hours works more than 7.5 hours per day, meal entitlements will be in accordance with Article 16.09 of this Agreement.
- 5) Where an employee subject to flexible hours is required to work Sundays, the employee shall be reimbursed at 1-1/2 times the regular hourly rate for each hour worked.
- 6) Where the majority of working hours fall outside the hours of 08:00 - 16:30, a premium will be paid as follows:

<b>Shift</b>	<b>Weekdays</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Statutory Holidays</b>
Day	0 hrs	2 hrs	0 hrs	4 hrs
Aft	1 hr	2 hrs	0 hrs	4 hrs
Night	2 hrs	2 hrs	0 hrs	4 hrs

- 7) All time worked on annual vacation shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time rates plus regular salary.

## ARTICLE 16 – OVERTIME

16.00 This clause applies to all employees unless they are specifically exempted from its provisions by express terms elsewhere in this Agreement.

16.01 Overtime must be specifically authorized by the supervisor in order for such overtime to be compensated.

16.02 Overtime shall be assigned on an equitable basis where practical, to all employees within an office or department who are qualified to perform the work.

16.03 All time worked in excess of 7.5 hours in a day or 37.5 hours in a week shall be paid at the rate of double time (200%). *(Excluding LOU #42 Grand Parented Electrical Employees)*

16.04 **MINIMUM PAID PERIODS**  
*(Excluding LOU #42 Grand Parented Electrical Employees)*

If an employee is required to remain at their work place to work overtime, they 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 1/4 hour. The applicable clause may be invoked with respect to meal intermissions. If they are required to return to their normal work location, aside from a normal meal intermission, or if they are required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on their scheduled day off will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in travelling to and from their normal work location.

16.05 Work performed on a regularly scheduled day off will be paid for at double time.

16.06 Work performed on holidays will be paid for at double time plus pay for the holiday.

16.07 **REST PERIODS**

An employee who has worked overtime shall return to work after 8 hours rest, but only if they can do so by the mid-point of their regular shift, unless they report earlier by mutual agreement. Whether or not they report to work they 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, they 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 payment for those hours which coincide with the working hours of their normal shift, plus their regular salary for the day.

16.08 **CALL-OUTS**

a) Notwithstanding the provisions of Article 16.05, a call-out occurring within a period of 4 hours prior to the commencement of their regular working day or shift will nevertheless require an employee to report at their regular hour and be paid at straight-time rates for their full regular shift.

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 they leave their residence. 1/2 hour at double time 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, minimum call-out shall not apply.

16.09 **OVERTIME BANKING**  
(*Excluding LOU #42 Grand Parented Electrical Employees*)

- a) Employees may elect to bank the hours of overtime within the current calendar year worked at the straight-time equivalent (i.e. one hour at double time equals two hours in the overtime bank).
- b) Time off at the employee's request must be taken at a time mutually agreed upon between the employee and the manager. Agreement to schedule time off shall not be unreasonably withheld.
- c) Cash withdrawals may be made from the Cash/Time Bank by the employee at any time on 10 working days written notice to the Pay Department.
- d) Overtime banks prior to the date of ratification shall be grand parented. Overtime earned from January 1 to December 31 of a calendar year and not taken in that year shall be paid out using the employee's base rate of pay without exception.

16.10 **TRAVEL TIME PAYMENTS**

- a) If an employee is scheduled to work prior to their normal working hours and at their normal work location, travel time will not apply.
- b) If an employee is required to work overtime beyond their normal working day at their normal headquarters, no travel time will be paid.
- c) When an employee is assigned to work away from their normal headquarters, travelling time shall be paid in accordance with Article 17.03.

16.11 **MEAL PROVISIONS**

- a) 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.
- b) An employee will be paid for a 1/2 hour meal period at double time and the Company will provide a meal or reimburse the employee for reasonable meal expenses incurred:
  - i) where the actual overtime worked, exclusive of any meal period is 2 hours or longer before or after the regular day or shift;
  - ii) where an employee is called in and works 4 hours overtime;
  - iii) 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;
  - iv) where an employee misses a paid meal period to which they are entitled they shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- c) Where work is prescheduled 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 Company will not be required to provide lunch or pay for a meal time if taken.



16.12 **ALTERNATIVE TRANSPORTATION**

Where an employee is required to work unscheduled overtime, the Company will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:

- a) Provided that normal means of transportation is not available.
- b) Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
- c) For purposes of Article 16.12, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their manager during their scheduled shift that they will be required to continue working beyond their scheduled quitting time.

16.13 **PREMIUM PAYMENTS**

a) **Helicopter Premiums**

- i) Life insurance of not less than \$150,000.00 shall be provided for employees working in or under or travelling in helicopters.
- ii) Employees who are actually engaged in working in or under helicopters shall be paid a premium of 25% over and above their base or floor rate, whichever is greater.
- iii) A helicopter premium of 25% of regular pay will be paid when an employee is travelling with another Company employee in receipt of a helicopter premium.

b) **High Time**

A high time premium of 15% of regular pay will be paid when an employee is actually working on staging and scaffolding, or where the employee is supported by a safety belt, harness or rope, at heights of 9 meters (30 feet) or more above a fixed platform, safety net, or natural ground surface. This clause is applicable to work under bridges when the above conditions apply. The minimum premium payable will be that for one hour.

c) **Occupational Health and Safety**

The Parties agree to maintain an Occupational Health and Safety Committee.

Employees who possess an Industrial First Aid Certificate and who are designated to act as a First Aid Attendant in addition to their normal job responsibilities, shall receive a monthly rate allowance of not less than the rates currently **listed below**:

<b>Level</b>	<b>Designated Allowance (\$/month)</b>	<b>Relief Allowance</b>	<b>Transportation Premium</b>
1	\$100/mth	\$75/mth	\$25/mth
2	\$200/mth	\$100/mth	\$25/mth
3	\$300/mth	\$150/mth	included

16.14 **GENERAL**

Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

#### 16.15 STANDBY ARRANGEMENTS

- a) An employee scheduled on standby, whether or not they carry a pocket pager, will be paid for two (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, they will be under no compulsion to accept such duty.
- c) No employee will be compelled to accept standby on 2 consecutive weekends or on 2 consecutive holiday weekends.
- d) Standby premiums will be paid in the pay period in which they are earned.

#### 16.16 TELEPHONE CONSULTATION

Where an employee is consulted by a manager or delegate requesting an immediate response outside their normal hours of work concerning a problem of work, a consultation premium will be paid as follows:

- a) Pay per consultation equivalent to 1/2 hour or the length of the call, whichever is greater, at overtime rates for calls prior to 23:00, and one hour's pay at overtime rates for calls between 23:00 and 07:00, except as indicated in Article 16.16 (b) below.
  - b) If a second or successive consultation takes place within 1/2 hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in Article 16.16 (a) above.
  - c) The consultation premium will not be paid if an employee is on standby duty.
  - d) For the purpose of this article, telephone consultation shall include phone calls, text messages or emails sent via phone, computer, tablet or other electronic device as is typically used by employees in the workplace.
- 16.17 Employees who are assigned a paging device for the purpose of providing telephone consultation (as opposed to being on standby; ready and able to report to work) shall be compensated at the rate of one hour at straight time for each calendar day of such assignment and shall in addition receive the pay for telephone consultation specified by Article 16.16.

## **ARTICLE 17 - HEADQUARTERS - TRAVELLING ALLOWANCES, MOVING EXPENSES AND LIVING EXPENSES**

### **17.01 Headquarters**

- a) All employees will have an established headquarters. This established headquarters will be the location where the employee normally works, reports for work, or the location to which the employee returns between jobs.
- b) Employees hired for temporary work will be deemed to be headquartered at the location where they are recruited.
- c) An employee directed to work away from their established headquarters shall be notified whether the change is to a position of a continuing nature or to a temporary job.
- d) Employees will be returned to their established headquarters at the expense of the Company prior to taking annual vacation and will be returned from established headquarters to the work site at the expense of the Company without any loss of paid holiday time.
- e) Should an employee be discharged for cause or resign with more than 3 months' service while in the field, the employee will be paid travelling expenses back to their established headquarters. An employee laid off will be paid travelling expenses back to their established headquarters in accordance with Article 17.03.

### **17.02 Transportation Allowances and Living Expenses**

- a) The Company will pay for transportation, meals and sleeping accommodation for employees travelling to or from a job from a point of hiring or on Company business.
- b) At any point where the Company is responsible under this Agreement for board and lodging, a living allowance of \$100 per day in lieu thereof may be granted at the request of the employee.
- c) Where employees are working and living away from their permanent headquarters, the Company will provide free board and lodging. Employees who elect to return home on weekends or on other days upon which no work is scheduled, shall, upon request, be granted "living allowance" of \$65 for such non-working days on which they do not utilize the board and lodging provided by the Company.
- d) Employees who are required to report to a temporary headquarters which does not involve any change in lodging will be reimbursed for additional transportation cost incurred or be provided with transportation by the Company and will travel on Company time.
- e) An employee quartered in a commercial facility will be entitled to single room accommodation.

### **17.03 Travel– Company Business**

- a) The Company will pay the equivalent of economy air fare for air travel, and for other forms of travel will pay appropriate costs plus sleeping accommodation where required for employees traveling on Company business. All time spent traveling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at their place of departure such pay shall not start until the employee is required to depart their place accommodation to catch the scheduled transportation. Pay for travel time on a day on which no work is performed will be limited to a day's pay at the prevailing straight time rate, unless the

travel occurs on their day of rest or during non-working hours, which will be compensated at 200% of the base hourly rate to a maximum of 8 hours.

- b) All time spent in travel by public carrier, or as driver or passenger in a Company vehicle or properly authorized personal vehicle, to and from a headquarters or report point other than the employee's normal headquarters, shall be paid as time worked, except that when an employee commutes to/from such temporary headquarters or report point from their home or from lodging provided by the Company, only time spent commuting in excess of that amount of time it normally takes the employee to commute to their established headquarters will be paid as time worked.
- c) Time spent in travel between headquarters and the work site or the report point and the work site at the commencement and termination of each day's work, will be paid for as time worked.

#### **17.04 Expense Claims**

- a) Employees traveling on Company business or working away from their established headquarters will be reimbursed for reasonable expenses, as set out below, by submitting the appropriate Company form:
  - (i) Accommodation expenses for which receipts are required.
  - (ii) Meal expenses will include actual expenses incurred for all meals and gratuities. Receipts are required.
  - (iii) Personal vehicle mileage expenses subject to Article 17.05 and other travel expenses, which will include taxis and parking.
  - (iv) Miscellaneous expenses where incurred will include telephone, laundry, valet, and any other reasonable expense. Any one item in excess of \$15 will be explained and supported by receipts.
- b) At the request of the employee, the Company shall instead of the provisions of Article 17.04 (a) (i) (ii) and (iv) above, pay an allowance to cover the employee's increased expenses of \$100 per overnight stay for the period the employee is traveling on Company business or working away from their established headquarters.
- c) At the request of the employee, the Company shall instead of the provisions of Article 17.04 (a) (ii) and (iv) (including the \$15 per night miscellaneous) pay an allowance of \$65 per overnight stay.
- d) Expenses incurred while on Company business in the USA shall be reimbursed in American funds.

#### **17.05 Personal Vehicles**

Employees shall receive a mileage allowance in accordance with the Canada Revenue Agency (CRA) automobile allowance rates for authorized use of a personal vehicle on Company business.

## **17.06 Moving Expenses**

- a) Moving expenses for regular employees will be paid in accordance with Article 17.07 (full expenses) or 17.08 (limited expenses) when all of the following conditions have been met:
- (i) The employee must be moving from, and to, a regular position; and
  - (ii) The employee must actually incur a change in residence; and
  - (iii) The new headquarters must be further from the original residence than was the previous headquarters; and
  - (iv) The new headquarters must be more than 25 km away from the original residence; and
  - (v) The new residence must be closer to the new headquarters than is the old residence to the new headquarters; and
  - (vi) The employee must initiate their move to the new residence within three months of moving to their new headquarters; and
  - (vii) The employee must submit their claim for all moving expenses, including supporting documentation, within 12 months of moving to their new headquarters, unless a longer period is agreed to in writing by the Manager, Human Resources.
- b) An employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
- c) The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Company for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Company within one year of the date of the move.
- d) Where an employee is granted a transfer for compassionate reasons under the provisions of this clause, the matter will be discussed with the Union, and the Company at its discretion may pay all or part of the employee's moving expenses.
- e) An employee who is directed by the Company to change their headquarters or who becomes redundant due to automation, new equipment or new office procedures, shall be eligible, under the following conditions, for reimbursement for realtor's commission in selling their present home and legal fees in purchasing a new home in order to take another Company job:
- i) the employee has been notified in writing that the change of jobs is of a continuing nature;
  - ii) a change of headquarters is involved and the new headquarters is outside municipal boundaries of the present headquarters and where the Parties agree that it is not practical for the employee to commute daily to their new headquarters;
  - iii) the employee and/or the employee's spouse is the registered owner of the home being vacated;

- iv) costs are actually incurred and the employee provides receipts;
- v) the employee has a minimum of 4 years accredited service with the Company; and,
- vi) the employee continues to work for the Company for a minimum of 1 year.

#### **17.07 Full Moving Expenses**

Full moving expenses will be paid in accordance with Article 17.07 (d), where the change in headquarters within FortisBC results from:

- a) The location of the employee's headquarters being changed by the Company, except as limited by Article 17.07(c).
- b) A move as a result of the employee being displaced under Article 7, Layoff and Recall.
- c) A move as a result of the employee receiving a promotion under Article 6. Such payment is limited to a maximum of one move every five years.
- d) Costs covered will include:
  - i) packing and unpacking of household furniture and equipment;
  - ii) mover's charge;
  - iii) insurance against damage to household effects in transit;
  - iv) storage of household furniture and equipment which is being moved to the employee's new residence for up to one month, or for such longer period as may be approved by the Manager, Human Resources.
- e) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding \$500 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes, and utility hookups, etc.
- f) The Company will be responsible for:
  - i) making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources.
  - ii) placing of the insurance on his household effects in transit.
  - iii) obtaining reimbursement from carriers for any damage to effects in transit.
- g) The Company will pay all reasonable charges for:
  - i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.

- ii) In the event that the employee precedes their family to the new location, the Company will pay their personal living expenses for up to one month in order to find reasonable living accommodation.

#### **17.08 Limited expenses**

Limited moving expenses will be paid in accordance with Article 17.08(a) where the change in headquarters results from a move as a result of the employee voluntarily transferring to a job of equal or lower salary level.

a) Costs covered will be as follows:

- i) packing and unpacking of household furniture and equipment;
- ii) mover's charge;
- iii) insurance against damage to household effects in transit;

b) The Company will be responsible for:

- i) making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources.
- ii) placing of the insurance on his household effects in transit.
- iii) obtaining reimbursement from carriers for any damage to effects in transit.

c) The Company will pay all reasonable charges for:

- i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.
- ii) In the event that the employee precedes their family to the new location, the Company will pay their personal living expenses for up to one month in order to find reasonable living accommodation.

Unless otherwise agreed by the Company, employees in such instances will not receive any moving expenses if they have less than five years continuous service or if they have received a move paid by the Company in the preceding five years.

## **ARTICLE 18 - SALARIES**

### **18.01 SALARIES**

*(Excluding LOU #42 Grand Parented Electrical Employees)*

- a) Job groupings are established in accordance with the Company's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.
- b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.
- c) Monthly rates are computed on the basis of 217.4% of bi-weekly rates.
- d) For conversion purposes only, hourly rates of pay are determined by dividing bi-weekly salaries by 75. (e.g. overtime and Part-Time Regular employees conversion, unless otherwise defined).
- e) Depending on the circumstances of the job, job evaluation exclusion rates are set subject to negotiation with arbitration if required.
- f) All new hires, re-hires, and employees changing status from temp (hourly) to regular (salary) shall be paid by direct payroll deposit.

The employees shall provide the necessary banking information on the form(s) supplied by the company.



## Salary Scales Effective April 1, 2018

### Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4	Step 5
3	3294	3418				3948
4	3665	3815	3959			4402
5	4005	4159	4320	4476		4794
6	4363	4533	4713	4892		5224
7	4759	4952	5133	5324	5520	5715
8	5081	5278	5492	5683	5887	6083
9	5542	5761	5979	6205	6420	6642
10	6044	6276	6515	6759	7002	7239
11	6592	6852	7102	7368	7635	7896
12	7183	7466	7748	8035	8324	8603
13	7835	8137	8448	8763	9074	9385
14	8353	8668	9003	9340	9672	10009

### Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4	Step 5
3	1515	1572				1816
4	1686	1755	1821			2025
5	1842	1913	1987	2059		2205
6	2007	2085	2168	2250		2403
7	2189	2278	2361	2449	2539	2629
8	2337	2428	2526	2614	2708	2798
9	2549	2650	2750	2854	2953	3055
10	2780	2887	2997	3109	3221	3330
11	3032	3152	3267	3389	3512	3632
12	3304	3434	3564	3696	3829	3957
13	3604	3743	3886	4031	4174	4317
14	3842	3987	4141	4296	4449	4604

## Salary Scales Effective April 1, 2019

### Monthly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3359	3485				4026
<b>4</b>	3739	3891	4037			4491
<b>5</b>	4085	4241	4407	4565		4889
<b>6</b>	4450	4624	4807	4989		5328
<b>7</b>	4855	5052	5235	5431	5631	5831
<b>8</b>	5183	5385	5602	5796	6005	6205
<b>9</b>	5652	5876	6098	6329	6548	6774
<b>10</b>	6165	6402	6646	6894	7142	7385
<b>11</b>	6724	6989	7244	7516	7787	8055
<b>12</b>	7326	7616	7902	8196	8492	8774
<b>13</b>	7992	8300	8618	8939	9255	9572
<b>14</b>	8520	8842	9183	9526	9866	10209

### Bi Weekly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	1545	1603				1852
<b>4</b>	1720	1790	1857			2066
<b>5</b>	1879	1951	2027	2100		2249
<b>6</b>	2047	2127	2211	2295		2451
<b>7</b>	2233	2324	2408	2498	2590	2682
<b>8</b>	2384	2477	2577	2666	2762	2854
<b>9</b>	2600	2703	2805	2911	3012	3116
<b>10</b>	2836	2945	3057	3171	3285	3397
<b>11</b>	3093	3215	3332	3457	3582	3705
<b>12</b>	3370	3503	3635	3770	3906	4036
<b>13</b>	3676	3818	3964	4112	4257	4403
<b>14</b>	3919	4067	4224	4382	4538	4696

**Salary Scales Effective April 1, 2020**

**Monthly Salary Scales**

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3426	3554				4107
<b>4</b>	3813	3970	4118			4581
<b>5</b>	4168	4326	4496	4657		4987
<b>6</b>	4539	4718	4902	5089		5435
<b>7</b>	4952	5152	5339	5539	5744	5948
<b>8</b>	5287	5494	5715	5911	6124	6329
<b>9</b>	5765	5994	6220	6455	6679	6909
<b>10</b>	6289	6531	6779	7031	7285	7533
<b>11</b>	6859	7129	7389	7666	7944	8216
<b>12</b>	7472	7768	8061	8359	8661	8950
<b>13</b>	8153	8466	8789	9118	9440	9763
<b>14</b>	8689	9018	9366	9718	10063	10413

**Bi Weekly Salary Scales**

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	1576	1635				1889
<b>4</b>	1754	1826	1894			2107
<b>5</b>	1917	1990	2068	2142		2294
<b>6</b>	2088	2170	2255	2341		2500
<b>7</b>	2278	2370	2456	2548	2642	2736
<b>8</b>	2432	2527	2629	2719	2817	2911
<b>9</b>	2652	2757	2861	2969	3072	3178
<b>10</b>	2893	3004	3118	3234	3351	3465
<b>11</b>	3155	3279	3399	3526	3654	3779
<b>12</b>	3437	3573	3708	3845	3984	4117
<b>13</b>	3750	3894	4043	4194	4342	4491
<b>14</b>	3997	4148	4308	4470	4629	4790

## Salary Scales Effective April 1, 2021

### Monthly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3496	3626				4189
<b>4</b>	3889	4050	4200			4672
<b>5</b>	4250	4413	4585	4750		5087
<b>6</b>	4631	4811	5000	5192		5544
<b>7</b>	5052	5255	5446	5650	5859	6068
<b>8</b>	5394	5605	5831	6029	6246	6455
<b>9</b>	5881	6113	6344	6583	6811	7048
<b>10</b>	6415	6661	6913	7172	7431	7683
<b>11</b>	6996	7272	7537	7820	8102	8381
<b>12</b>	7622	7922	8222	8526	8835	9129
<b>13</b>	8316	8635	8966	9300	9629	9959
<b>14</b>	8863	9198	9553	9911	10266	10622

### Bi Weekly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	1608	1668				1927
<b>4</b>	1789	1863	1932			2149
<b>5</b>	1955	2030	2109	2185		2340
<b>6</b>	2130	2213	2300	2388		2550
<b>7</b>	2324	2417	2505	2599	2695	2791
<b>8</b>	2481	2578	2682	2773	2873	2969
<b>9</b>	2705	2812	2918	3028	3133	3242
<b>10</b>	2951	3064	3180	3299	3418	3534
<b>11</b>	3218	3345	3467	3597	3727	3855
<b>12</b>	3506	3644	3782	3922	4064	4199
<b>13</b>	3825	3972	4124	4278	4429	4581
<b>14</b>	4077	4231	4394	4559	4722	4886

## Salary Scales Effective April 1, 2022

### Monthly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3565	3698				4274
<b>4</b>	3968	4131	4285			4765
<b>5</b>	4335	4502	4676	4846		5189
<b>6</b>	4724	4907	5100	5296		5655
<b>7</b>	5152	5359	5555	5763	5976	6189
<b>8</b>	5502	5718	5948	6148	6370	6583
<b>9</b>	5998	6235	6470	6715	6948	7189
<b>10</b>	6544	6794	7052	7316	7579	7837
<b>11</b>	7135	7418	7687	7976	8266	8548
<b>12</b>	7774	8081	8387	8696	9011	9311
<b>13</b>	8483	8807	9144	9487	9822	10159
<b>14</b>	9042	9383	9744	10109	10470	10835

### Bi Weekly Salary Scales

<b>Group</b>	<b>Min</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	1640	1701				1966
<b>4</b>	1825	1900	1971			2192
<b>5</b>	1994	2071	2151	2229		2387
<b>6</b>	2173	2257	2346	2436		2601
<b>7</b>	2370	2465	2555	2651	2749	2847
<b>8</b>	2531	2630	2736	2828	2930	3028
<b>9</b>	2759	2868	2976	3089	3196	3307
<b>10</b>	3010	3125	3244	3365	3486	3605
<b>11</b>	3282	3412	3536	3669	3802	3932
<b>12</b>	3576	3717	3858	4000	4145	4283
<b>13</b>	3902	4051	4206	4364	4518	4673
<b>14</b>	4159	4316	4482	4650	4816	4984

## 18.02 **TRADE DIFFERENTIALS AND FLOOR RATES**

### a) **Definitions**

- i) By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
- ii) By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of their base rate plus a trade differential, as defined in Article 18.02(a)(iii), for the purposes of maintaining a pay relationship between a job within the MoveUP bargaining unit and a job in another union within the Company.
- iii) By definition, "trade differential" shall mean the adjustment amount which must be added to the base rate of an employee in a floor rated job to increase the employee's pay to the floor rate established for the job.
- iv) By definition, "base position" shall mean a position in another bargaining unit within the Company.

### b) **Criteria**

- i) The purpose of floor rates is to establish and maintain a relationship between the salary paid to employees assigned to a position that entails a direct working relationship with members of other unions within the Company and the wages of those members.
- ii) Entitlement to a floor rate is conditional upon this direct working relationship complying with the following:
  - (1) the duties performed by the employee must be inter-related with the position in the other union over which the floor rate is based and must further relate to a major job responsibility of that base position; and
  - (2) the employee must be responsible for determining the methods and procedures to be followed by the members of another union; and
  - (3) the employee must be responsible for ensuring that the work completed by the member(s) of the other union conforms to the Company's specifications, standards and/or other relevant codes; and
  - (4) the member(s) of the other union must be assigned to the employee to either:
    - (a) assist the employee in completing work assignments; or
    - (b) complete work assignments with the assistance and/or direction of the employee; or
    - (c) receive technical training in one or more major job responsibilities where such training is of a nature that it will qualify the member(s) of the other union to perform an approved position in their own bargaining unit, and where the employee is responsible for assessing the capability and eligibility of the trainees to be appointed to the end position; and

- (5) the working relationship between the employee and the members of the other union must be an ongoing and demonstrative part of the MoveUP job; "once-only" or hypothetical situations will not attract a floor rate.

c) **Floor Rate Type**

Parity or a 5% differential will be determined as follows:

- i) Parity: when all criteria in 18.02(b) are met except 18.02 (b) (ii) (4) (c).
- ii) 5% Differential: when all criteria are met, or when all criteria are met except 18.02 (b) (ii) (4) (a) and/or 18.02 (b) (ii) (4) (c).

d) **Monthly Floor Rate Calculation:**

Where the regular monthly hours total 152.19 and the regular hours are 7.0 per day, or where the regular hours are total 163.06 and the regular hours are 7.5 hours per day, or where the regular monthly hours total 173.93 and the regular hours are 8 per day, the calculation shall be:

- i) Parity = 1.00 x hourly rate of base position x regular monthly hours of base position;
- ii) 5% Differential = 1.05 x hourly rate of base position x regular monthly hours of base position.

e) **Administration**

- i) Disputes arising from the application of the Floor Rate Criteria are subject to Article 3, Grievance Procedure, of the Collective Agreement.
- ii) Each Floor Rated Job will be reviewed and tested against the above defined criteria at the time the Floor Rate is established, and at least once every 3 years as a part of the Job Evaluation Section cyclical audit of all MoveUP bargaining unit jobs with a report forwarded to the Parties in the attached format as a part of that review process.
- iii) Each Floor Rate established under this Article will be documented on a Trade Differential Sheet, Floor Rates will be recalculated when the wage for the base position is changed and will be effective on the same date as the change in wage. The local Unions will be advised in writing of recalculations of Floor Rates.

18.03 **LENGTH-OF-SERVICE INCREASES**  
*(Excluding LOU #42 Grand Parented Electrical Employees)*

- a) Progression along the salary scale will be at 12 month intervals.
- b) Salary advances in all salary ranges shall be automatic except that such increases may be withheld for cause, providing that 2 months' notice of intent to withhold is given to the employee in writing, and a copy of such notice is mailed to the Union office. When, in the opinion of the Company, the employee has restored their performance fully at some subsequent date, the employee may regain their position within the salary scale on a non-retroactive basis.
- c) Automatic salary increases for employees who are eligible shall be an amount equivalent to a full step increase of the appropriate salary range, irrespective of the employee's position in the range, provided that no employee may receive an increase beyond the maximum steps of the range.

- d) An employee whose salary falls between steps on the salary range will receive length-of-service increases which equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length-of-service increase which would place them above the maximum salary for the job.
- e) Only one length-of-service increase will be granted an employee while they are on sick leave. After returning to work, they will next be entitled to an increase on the same date they would have been entitled to an increase had they not been absent for sickness.
- f) 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 their present job since their last length-of-service increase the employee will have 1/12 of the next length-of-service increase for that job added to their basic salary.
- g) Time worked continuously on different jobs having the same group shall be cumulative.
- h) When an employee is promoted the employee will receive a prorated length-of-service increase to their old salary based on the accrued time since the last length-of-service increase. Article 18.07 will then be used to determine the promotional increase.
- i) Employees who are promoted will have their length-of-service date established on the anniversary date of their promotion.
- j) 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 18.07 and will continue to receive their length-of-service increases on the new job on the same date as the employee 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 day of the job reclassification.
- k) Temporary employees shall accrue service for salary progression purposes as long as breaks in service do not exceed 90 consecutive calendar days, after which the terms of Article 18.05(b) apply.



18.04 **GENERAL INCREASES**  
(*Excluding LOU #42 Grand Parented Electrical Employees*)

- a) Salaries and bi-weekly salary scales shall be increased by 2% on April 1, 2018.
- b) Salaries and bi-weekly salary scales shall be increased by a further 2% effective April 1, 2019.
- c) Salaries and bi-weekly salary scales shall be increased by a further 2% effective April 1, 2020.
- d) Salaries and bi-weekly salary scales shall be increased by a further 2% effective April 1, 2021.
- e) Salaries and bi-weekly salary scales shall be increased by a further 2% effective April 1, 2022.
- f) All employees shall continue to participate in the FortisBC Performance Planning and Review process.

18.05 **HIRING RATES**

- a) Employees, including those from other unions within the Company, are to be hired at the minimum rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including step one. Higher starting rates than step one may be paid in exceptional cases provided agreement is reached between the Company and the Union.
- b) A person who has previously worked for the Company and is rehired into the same job classification as the employee held at the time of termination, shall start at the same step of the salary range as that person was being paid immediately prior to the termination and the full time of the step must be worked before progressing to the next step.
- c) However, if the time away from the job exceeds one year, the individual will start one step below the step held when the termination occurred and the full time of the step must be worked before progressing to the next step. If the time away from the job exceeds 2 years, the individual will be treated as a new employee pursuant to Article 18.05(a).

18.06 **PROMOTIONS, DEMOTIONS AND TRANSFERS**

The following definitions will apply in the event of job changes occurring within or between salary scale categories:

- a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion nor demotion as defined above.
- d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for one full working day or more and for 6 months or less.
- e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job until such maximum is raised to a level above their salary.

- f) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for their job and that such salary will be increased by all subsequent negotiated and length-of-service salary increases.

#### 18.07 **PERMANENT PROMOTIONS**

- a) An employee who is promoted from one salary group to another will receive an increase of 5% for each salary group of promotion after first determining a pro rata adjustment to their old salary based on the accrued time since the last length of service increase. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range. Thereafter, progression along the salary scale will be at 12 month intervals.
- b) When an employee is promoted from one floor-rated job to another floor-rated job they will receive an increase on their base rate in accordance with Article 18.07(a) above. Further, where their old floor rate is lower than their new floor rate they will receive the new floor rate; but where their old floor rate is higher than their new floor rate they will be red-circled at their old floor rate.
- c) When an employee is promoted from a floor-rated job to a non-floor-rated job they will receive an increase on their base rate in accordance with Article 18.07(a) above. Further, where their old floor rate is higher than their new base rate they will be red-circled at their old floor rate.
- d) When an employee is promoted from a position they have taken under the provisions of Article 18.10(a) and(b), the following salary policy will apply:
  - i) If the employee had been on the lower grouped job more than one year they shall be promoted in accordance with 18.07(a) above.
  - ii) If the employee has been on the lower group job less than one year and is promoted to the same group they held prior to demotion, they will receive the salary they would have achieved had they remained on that higher job group level.
  - iii) If the employee is promoted to a job group higher than they held prior to their demotion, their salary will be determined by applying firstly the provisions of Article 18.07(d)(ii) and then the provisions of Article 18.07(a).

#### 18.08 **TEMPORARY PROMOTIONS**

Definition:

- a) "Temporary Promotion" means a promotion which lasts for one full working day or more.
  - i) An employee who is temporarily promoted from one salary group to another will receive an increase of 5% for each salary group of promotion. No employee, subsequent to the application of their promotion formula, will receive less than the minimum or more than the maximum of the new range.
  - ii) Where an employee carries out the duties of a manager, or another person outside of the bargaining unit, they shall receive a rate of 10% above the highest rate of persons supervised, or 10% above the employee's current rate, whichever is greater, for the entire period of such relief.

- b) When an employee is in receipt of manager premium pursuant to Article 18.08(a)(ii), and works overtime the appropriate overtime premium will be applied to the employee's wage inclusive of the manager premium.
- c) An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases which they would have received on the lower grouped job and their salary shall be increased accordingly. 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 they been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to their regular job. The salary at which they return to their regular job shall include any increases which would otherwise have come to them during the period of transfer.
- d) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on their merits, subject to recourse to the grievance procedure.

18.09 **LATERAL TRANSFERS**

- a) When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job they will retain their old base rate. Furthermore, where their old floor rate is lower than their new floor rate they will receive the new floor rate; but where their old floor rate is higher than their new floor rate they will be red-circled at their old floor rate.
- b) When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job they will retain their old base rate and be red-circled on their old floor rate.

18.10 **DEMOTIONS**

- a) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:
  - i) If the employee has a year or more of service in the higher grouped job, upon demotion they will retain their rate if it is not beyond the maximum of the lower grouped job; if it is beyond maximum they will be reduced to the maximum of the lower group.
  - ii) If the employee has less than one year's service in the higher-grouped job, upon demotion their salary will be that which they would have attained had they moved directly to the lower-grouped job on the same date that they moved to the higher-grouped job.
  - iii) Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to their lower job grouping.
- b) In the case of a demotion not directly ascribable to the employee, the following salary treatment shall apply:
  - i) Article 2 Job Evaluation- Red-Circle treatment.
  - ii) Article 7 Layoff and Recall - Blue-Circle treatment for a period of two (2) years

after which time Red-Circle treatment shall apply, unless the layoff is beyond the company's control; in which case 18.10(b)(i) shall apply from the date of layoff.

- iii) Employees receiving blue-circle treatment as at the effective date shall continue to be salary protected for the full period of three years. Previously blue-circled treatment grand parented employees shall continue to receive blue-circled treatment.

## ARTICLE 19 - EMPLOYEE DEFINITIONS

### 19.01 FULL-TIME REGULAR (FTR)

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. After completion of the established waiting period set out in Plan documents or as otherwise provided in this Agreement, the employee is entitled to all benefits set out in this Agreement.

### 19.02 PART-TIME REGULAR (PTR)

- a) 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.
- b) 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 60 hours per bi-weekly pay period 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. A PTR employee will normally be scheduled a minimum of 24 hours bi-weekly. At the end of any bi-weekly sign-up period where the minimum of 24 hours is not scheduled, the employee(s) working those schedules shall have the right to choose layoff under the terms of the collective agreement.
  - i) An assigned regular schedule will be established by the Company 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.
- c) A manager may change an established schedule but must provide 2 weeks notice of any change.
- d) Notice of change is not required where a schedule is varied by mutual agreement between the employee and the manager.
- e) The employee will participate in Benefit Plans in accordance with Article 21, and in the applicable Pension Plan.
- f) Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.
- g) Annual vacation and statutory holiday pay shall be paid bi-weekly as a percentage of gross bi-weekly earnings. The percentage paid shall be 10.8% if entitled to 3 weeks annual vacation and increased by 2% for each additional week of annual vacation earned. When additional statutory holidays are declared in accordance with Article 13.01 of this Agreement, then the percentage shall be increased by 0.4% for each additional holiday so declared. On each anniversary date, a part-time regular employee shall have the option of accruing annual vacation pay to be paid out at the time of taking annual vacation.
- h) A part-time regular employee shall progress through the salary scale on the basis of accumulated hours worked (inclusive of A/V, sick leave and absence due to Workers Compensation) at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated hours and shall occur effective the first of the month in

which the employee accumulated 1,826 hours for legacy<sup>1</sup> employees and 1,957.5 hours for standard employees.

- i) The Company shall not hire or use PTR employees to avoid the continuance, creation or filling of positions for or by PTR employees.

19.03 **TEMPORARY (TEMP)**

An employee hired for a temporary period not to exceed 18 months, part time or full time, will work under the following conditions.

- a) An employee hired on an as-and-when required basis.
- b) Unless otherwise agreed by the Parties, a temporary employee is limited to a period of 18 months working full-time in connection with a specific project, work overload or seasonal peaks.
- c) The temporary employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service with the Company in the same or related job.
- d) Annual vacation and statutory holiday pay shall be in accordance with Article 19.02(g).
- e) The employee will not be entitled to any benefits provided in this Agreement. However, should such an employee's period of employment exceed 60 days of accumulated service, the employee will be paid an additional 8% in lieu of sick leave and welfare benefits.
- f) For conversion purposes only, effective January 1, 2008, for all new temporary employees, hourly rates of pay are determined by dividing bi-weekly salaries by 75 (e.g. overtime).

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<sup>1</sup> Legacy Employees – FortisBC Energy Inc. employees

## ARTICLE 20 – TRAINING

**20.01** The Company and the Union are committed to enhancing the employment prospects of all employees. The Company encourages employees to upgrade their education, knowledge and skills by private study and will assist with costs as per the Company policy.

To assist with this goal:

- a) At least on an annual basis each employee and their manager will conduct a performance review for the employee, and as part of this review attempt to identify known or anticipated challenges to the employee's current job and career path as identified by the employee.
- b) A training needs profile will be developed as part of the performance review process. This profile will specify which of the following will be emphasized in the employee's training:
  - i) training for current tasks, or
  - ii) training for anticipated requirements, which will include if necessary, career transition preparation for different job streams, both inside and outside the Company.
- c) The Joint Training Committee shall consist of four (4) persons, two (2) appointed by the Company and two (2) appointed by the Union. The Joint Training Committee shall, as part of its mandate, explore emerging skillset requirements for employability. The Committee shall also develop a catalogue of various sources of training and education related to the emerging skillsets, and it will make this information available to all managers and employees.
- d) Regular employees will be credited with 37.5 hours of time off per calendar year to attend classes during regular working hours without loss of pay, benefits or seniority, under the following conditions:
  - i) This time shall be available after the employee has used 37.5 hours of their own banked time unless training is directed by the Company, bearing a direct relevance to the employee's current job or a recognized career path within the Company;
  - ii) This time is for training identified in the employee's training needs profile, and when such training is only available during the employee's normal working hours;
  - iii) Employees shall give as much notice as possible, and adjust their training schedule so as to minimize the effect of their absence on the department.
  - iv) Disputes with respect to the use and scheduling of this time off shall be referred to the Joint Training Committee, and failing resolution shall be processed as grievances.
- e) The provisions of Articles 20.05(a), (b) and (c) shall also apply.

**20.02** Employees shall be granted leave of absence without pay upon request for the purpose of attending full-time studies at a recognized educational institution, under the following conditions:

- a) the employee must provide their Manager written notice at least **two** (2) calendar months prior to the commencement date of the desired leave;

- b) the Company may recruit for a temporary replacement pursuant to Article 6, for the period of the employee's absence but the employee's leave shall commence on the day specified by the notice above whether or not a replacement has been recruited;
  - c) by notifying the Company in writing, the employee shall make themselves available for work within one calendar month of the end of the requested time, such time not to exceed one calendar year;
  - d) the above time limit may be extended by mutual agreement between the employee and the Company. If the time limit is not extended and the employee does not make themselves available for work within the time limit, the employee shall be presumed to have terminated on the last day of the time requested;
  - e) the employee shall not lose seniority as a result of the absence and shall not accrue seniority during the period of absence; and
  - f) the employee may elect to remain covered by any of the welfare plans of Article 21, and in that event shall reimburse the Company for the premium costs of such coverage.
- 20.03 The Company shall reimburse employees for registration fees and annual membership fees in any Professional Association, if such registration and membership is a requirement under the Qualification Section of the employee's job description, or at the discretion of the appropriate Vice-President.
- 20.04 An employee shall be given time off with pay to write examinations on a course approved pursuant to Article 20.05. The employee will also be allowed 3 clear hours off work immediately preceding the examination should the examination or any part of this leave coincide with normal working hours.
- 20.05 Employees may apply on the prescribed educational assistance form for financial aid to undertake a course of outside training. The degree of financial aid assumed by the Company will depend upon the circumstances involved as follows:
- a) Full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be borne by the Company where the training is at the instigation of management (e.g. Industrial First Aid Training). Such training requires written approval of a Regional Manager or Department Head.
  - b) The full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be reimbursed to a working employee upon successful completion of such training or course, where:
    - ii) written approval has been obtained from the Company prior to the commencement of such training or course, and
    - iii) the Company agrees that this additional training bears direct relevance to the employee's current job or recognized career path within the Company.
  - c) One-half the cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be reimbursed to a working employee upon successful completion of such training or course, where:



- i) written approval has been obtained from the Company prior to the commencement of such training or course; and,
- ii) the Company agrees that this additional training would be helpful in broadening the individual's abilities in a work-related way or could be of future use to the employee in working with the Company.

## **20.06 TRAINING/TRAVEL GUIDELINES**

The Company and the Union believe in the benefits of employee training and development. The purpose of training is to provide for upgrading of an employee's knowledge, skills and abilities in order to meet the requirements of their present position, or to develop toward future career alternatives.

The following provisions are intended to apply to job training courses which are directed by the Company. In situations where such training occurs away from an employee's established headquarters, and/or when the hours of training vary from an employee's normal hours of work, the employee will attend the hours of the training program, subject to the following:

- a) The method of travel and time of departure should be discussed between the employee and manager in advance to obtain management approval on travel arrangements.

By agreement with the manager, these guidelines may be varied to accommodate travel arrangements requested by the employee, however, authorized payments for travel time will be based on the least cost alternative.

- b) On a day dedicated to training:
  - i) all surplus travel time will be paid at straight time rates regardless of when it occurs;
  - ii) accrued time in training (inclusive of travel time related to attendance at the training course) which is in excess of the normal hours accrued in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at straight time rates;
  - iii) where formal (classroom) training extends beyond 18:00, such that the total accrued hours in training for the day (exclusive of travel time) exceeds the employee's (normal) regular daily hours, these training hours which exceed the normal daily hours will be paid at overtime rates.
- c) On a day in which both training and normal work is performed:
  - i) accrued time in travel, work, and training which is in excess of the normal hours accrued, in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at one and one-half (1-1/2) times the employee's hourly rate;
  - ii) where formal (classroom) training extends beyond 18:00 such that the total accrued hours for the day, exclusive of travel time, exceeds the employee's (normal) regular daily hours, these training hours will be paid at overtime rates.

- d) If training occurs on an employee's regularly scheduled day off, the employee will have the day off rescheduled (without further compensation).
- e) Time spent in travel on a Sunday, related to attendance at a training course, will be paid at straight time rates. When such travel commences prior to 17:00 the employee will be paid for the period from commencement of travel to 17:00, or to the time the employee arrives at their destination whichever time is latest. Any payment for Sunday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- f) Time spent in travel on a Saturday, related to attendance at a training course, will be paid at straight time rates. When such travel commences later than 08:30, the employee will be paid from 08:30 to the time at which the employee arrives at their destination. Any payment for Saturday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
- g) All time spent for in and out-of-province travel for training will be calculated on the basis of scheduled flying time, plus 2 hours ("Airport Wait Time") will be paid at straight time to a maximum of 7.5 hours per day.  
  
*(For example, an employee living in Vancouver flying to Toronto would receive 4.5 hours scheduled flying time plus 2 hours = 6.5 hours at straight time. An employee from Kelowna flying to Toronto via Calgary, would receive 2 hours flight time to Calgary, plus 2 hours, and 3.5 hours flying time Calgary to Toronto, however, they would not receive the additional 2 hours for the Calgary to Toronto leg, because the travel time would be effectively capped at 7.5 hours.)*
- h) Under this Article, employees may elect to bank any premium hours accrued in lieu of receiving pay, subject to the terms of Article 16.09 and LOU#42(Article 21).

## **ARTICLE 21 - BENEFIT PLANS**

### **21.01 MEDICAL SERVICES PLAN COVERAGE AND EXTENDED HEALTH BENEFITS**

#### **MEDICAL SERVICES PLAN COVERAGE**

Eligible new employees including eligible dependents (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following 4 continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service. Eligibility is defined in the MoveUP benefits summary below.

**NOTE:** The word "month" as used above means "calendar month".

#### **EXTENDED HEALTH BENEFITS**

- a) Eligible new employees including eligible dependents (except those hired for vacation relief) are covered effective their date of hire or transfer. (Eligibility is defined in the benefits summary below.)
- b) Members of the Union who retire from the Company's service on pension and who have completed 10 years of service may continue to be covered under the company's retiree extended health care plan.

### **21.02 GROUP LIFE INSURANCE**

The Company will continue to provide all regular employees with life insurance benefits under the terms of its group life insurance policy. Eligible new employees will receive coverage effective their date of hire or transfer as follows:

- a) Eligible employees will receive flex credits equaling the life insurance benefit to 2 times the employee's annual salary, rounded to the next higher \$1,000, if not already a multiple of \$1,000.
- b) For purposes of determining an employee's group life insurance coverage, "annual earnings" shall be computed annually as at November 1<sup>st</sup> prior to annual enrolment.
- c) An employee receiving Long Term Disability benefits under Article 21.04 shall remain covered for the Life Insurance coverage in effect immediately prior to the disability.

### **21.03 DENTAL PLAN**

- a) Eligibility is defined in the MoveUP benefits summary below.

### **21.04 LONG TERM DISABILITY**

- a) Eligibility is defined in the MoveUP benefits summary below.
- b) Coverage for regular employees will be effective their date of hire or transfer. Employees are required to satisfy the 26 week qualifying period (short term disability) prior to receiving benefits under Long Term Disability.

- c) This is a brief summary of the Plan's provisions. The Plan is subject to terms and conditions of the Contract with the Underwriter.
- d) It is understood that the Plan may be altered or amended from time to time to reflect changes made under Article 10.15.
- e) FORTISBC SICK LEAVE BANK: Ex-B.C. Hydro employees as at September 30, 1989, and who have banked sick leave entitlement on that date, will establish a non-renewable FortisBC Sick Leave Bank equal to 2/3 of that entitlement. This Bank may be used, at the employee's request, as a supplement to earnings while the employee is in receipt of sick leave or of Long-Term Disability payments at 70% of regular earnings. Payout of the FortisBC Sick Leave Bank will be 30% of regular earnings and will cease when the disability is over or when the Bank is exhausted.
- f) Employees on paid sick leave on September 30, 1989 will establish their sick leave bank as at the date on which they are authorized to return to work.
- g) While the benefits of this Plan include payments by government plans, such as Canada Pension and Workers' Compensation, the initial benefit under this Plan will not be reduced even if there are subsequent increases in government plans' payments.

21.05 **COVERAGE AND COST FOR EMPLOYEES ON LEAVE OF ABSENCE**

- a) An employee on leave of absence without pay, for reasons other than sick leave or pregnancy/parental leave for a period of 15 days or more in any calendar month is required to reimburse the whole cost of welfare plans as outlined in 21.01, 21.02, 21.03 and 21.04 above in respect of that month.
- b) Company employees who are on leave of absence in accordance with Article 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all Company benefit plans, on condition the Company's share of the cost of such plans is borne either by the Union or by the employee.

NOTE 1: Coverage in all Benefit Plans will be effective on the first day of the month immediately following the completion of the qualifying period, if any.

NOTE 2: Further details of these plans are available upon request to the Human Resources Department.

21.06 **BUSINESS TRAVEL ACCIDENT INSURANCE**

- a) Eligibility is defined in the MoveUP benefits summary below.

21.07 **BENEFIT CARRIER AND CONTRACT CHANGES**

- a) The Company will provide the Union with a copy of each Benefit Plan contract and any amendments made to such contracts.
- b) The Company will ensure that employees shall suffer no loss or reduction of coverage as a result of a change in carrier of a Benefit Plan.

21.08 **FLEX BENEFITS PROGRAM**

- a) As per the MoveUP Benefits Summary, the base option for Extended Health Benefits shall be Option 4.
- b) The funding for this benefits program shall be based on the “percentage of base payroll” represented by the cost of benefits for bargaining unit employees in the 2007 calendar year, including the amount referenced by the actuarial evaluation. The cap on Company funding for this Flex Benefits Program will be 8.18%.
- c) The percentage resulting from the above calculation shall be applied to the 2009 bargaining unit base payroll to yield a dollar amount which will fund the 2011 FLEX benefits program.
- d) Thereafter, the same percentage (from the 2007 calculation) shall be applied annually to base payroll to yield a dollar amount, always two years “in arrears”, e.g. the 2010 dollars shall fund 2012 benefits, 2011 dollars shall fund 2013 benefits, etc. The Company shall provide to the Union annually, before March 31, the updated base payroll dollar amount from the prior year.
- e) Effective January 1, 2011, each employee shall be credited with 4% of base pay which may, at the employee’s option, be taken as PDOs (see Article 15.07(a) @0.4% per day – full days only) or converted to a Health Spending Account, RRSP contributions, TFSA contributions, taxable cash, or applied to purchase benefits, in any combination not exceeding the 4% entitlement.
  - i) In November of each year, if an employee chooses not to make an election, the 4% shall be converted to 10 PDOs.
  - ii) Cash, RRSP and TFSA contributions shall be credited on a per pay period basis (24 pay periods)
  - iii) HSA shall be credited at the beginning of the calendar year
  - iv) Time off is credited at the beginning of the calendar year, and shall be prorated for employees who leave the Company during the same calendar year

Effective January 1, 2011 the 4% of base pay as referenced above shall be integrated into the FLEX benefits program.

**MoveUP Benefits Summary**

<b>MSP</b>	
<b>-Funded</b>	-Flex Credit or Payroll Deductions = 100% & PTR 50% (working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly)
<b>-Taxable</b>	-Depends on payment method, not taxable if paid by payroll deductions, taxable if paid by flex credits
<b>-Opt Out</b>	-Employees can opt out if covered under another plan. Portion of flex credits are credited back to the employee to use elsewhere.
<b>-Employee Eligibility</b>	-FTR and PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly
<b>-Dependent Eligibility</b>	-Spouse and Children (to age 19 or full time students to age 25)
<b>-Waiting Period</b>	-1st of the month following date of hire

<b>Extended Health Care</b>				
<b>-Funded</b>	-Flex Credit or Payroll Deductions = 100% & PTR 50% (working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly) – Base Option			
<b>-Opt Out</b>	-Employees can opt out. Portion of flex credits are credited back to the employee to use elsewhere.			
<b>-Employee Eligibility</b>	-FTR and PTR employees working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Dependent Eligibility</b>	-Spouse and Children to age 19 or full time students to age 25			
<b>-Deductible</b>	<b>Option 1</b> N/A	<b>Option 2</b> \$100	<b>Option 3</b> \$0	<b>Base Option</b> \$0
<b>-Maximum</b>	N/A	\$500,000	\$1 Million	\$1 Million
<b>-Co-insurance</b>	N/A	60%	80%	100%
<b>-Prescription Drugs</b>				
-Pay Direct Card	N/A	Yes	Yes	Yes
-Formulary	N/A	Yes	Yes	Yes
-Dispensing Fee Cap.	N/A	<u>\$11.00</u>	<u>\$11.00</u>	<u>\$11.00</u>
-Life Style Drugs (Oral Contraceptives, Anti-Obesity, Smoking Cessation, Fertility Drugs, and Erectile Dysfunction)	N/A	Oral Contraceptives, Anti-Obesity only	Yes	Yes
<b>Paramedical Practitioners</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Base Option</b>
-Acupuncturist	N/A	N/A	\$250	\$400
-Podiatrist	N/A	N/A	\$250	\$400
-Psychologist	N/A	N/A	\$250	\$400
-Speech Language Pathologist	N/A	N/A	\$250	\$400
-Chiropractor	N/A	N/A	\$250	\$400
-Naturopath	N/A	N/A	\$250	\$400
-Physiotherapist	N/A	N/A	\$250	\$400
-Massage Therapist	N/A	N/A	\$250	\$400
-Dietician	N/A	N/A	\$250	\$400
-Osteopath	N/A	N/A	\$250	\$400
-Private Duty Nursing	N/A	<u>\$30,000 LTM</u>	<u>\$30,000 LTM</u>	<u>\$30,000 LTM</u>

<b>Standard Durable Medical Equipment</b> -Lifetime Maximum	<b>Option 1</b> N/A	<b>Option 2</b> Subject to overall EHC Lifetime Maximum	<b>Option 3</b> Subject to overall EHC Lifetime Maximum	<b>Base Option</b> Subject to overall EHC Lifetime Maximum
<b>Medical Aids and Supplies</b> -Hearing Aids	<b>Option 1</b> N/A	<b>Option 2</b> Dependent children only to a maximum of \$500 / 5 calendar years	<b>Option 3</b> \$500 / 5 yrs	<b>Base Option</b> \$500 / 5 yrs
Orthopedic Shoes / Orthotics	N/A	N/A	Combined maximum of \$400 / Adult per year \$200 / Child per year	Combined maximum of \$500 / Adult per year \$300 / Child per year
Wigs & Hairpieces	N/A	\$600 LTM	\$600 LTM	\$600 LTM
<b>Vision Care</b> -Eye Glasses/Contact Lenses -Eye Exams	<b>Option 1</b> N/A  N/A	<b>Option 2</b> No  No	<b>Option 3</b> \$200 / 24 Mths  \$100 / 24 Mths	<b>Base Option</b> \$300 / 24 Mths  \$100 / 24 Mths
<b>-Hospital – Semi Private Room</b>	N/A	Yes	Yes	Yes
<b>-Emergency Ambulance</b>	N/A	Yes	Yes	Yes
<b>-Out of Province</b>	Covered under the Travel Care Program			
<b>Group Life Insurance</b>				
<b>-Funded</b>	-100% of the cost of Basic and Voluntary Life provided via flex credits			
<b>-Employee Eligibility</b>	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Waiting Period</b>	-Date of Hire			
<b>-Basic Life Insurance</b>	-1 x Annual Salary			
<b>-Opt Out</b>	-Compulsory			
<b>-Voluntary Life</b>	-1 x Annual Salary			
<b>-Opt Out</b>	-Yes – excess credits funded to employee			
<b>-Employee Optional Life</b>	-Units of \$50,000, Maximum \$750,000			
<b>-Spouse Optional Life</b>	-Units of \$50,000, Maximum \$750,000			
<b>-Child Optional Life</b>	-\$10,000			

<b>Accidental Death &amp; Dismemberment (AD&amp;D)</b>	
<b>-Eligibility</b>	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly
<b>-Waiting Period</b>	-Date of Hire Optional
<b>-Employee Accidental Death &amp; Dismemberment (AD &amp;D)</b>	Units \$50,000, Maximum \$500,000
<b>-Spousal Accidental Death &amp; Dismemberment (AD &amp;D)</b>	-Spouse under the age of 70 Units \$50,000, Maximum \$500,000
<b>-Child Accidental Death &amp; Dismemberment (AD &amp;D)</b>	-Children to age 19 or full time students to age 25 \$10,000

<b>Dental Care</b>				
<b>-Funded</b>	-Flex Credit or Payroll Deductions = 100% & PTR 50% (working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly) – Base Option			
<b>-Opt Out</b>	-Employees can opt out. Portion of flex credits are credited back to the employee to use elsewhere.			
<b>-Employee Eligibility</b>	-FTR and PTR employees working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Dependent Eligibility</b>	-Spouse and Children to age 19 or full time students to age 25			
<b>-Deductible</b>	Option 1 N/A	Option 2 No	Base Option No	Option 4 No
<ul style="list-style-type: none"> <li>-Plan A - Basic Preventative &amp; Restorative Services</li> <li>-Plan A - Endodontic &amp; Periodontic Services</li> <li>-Plan B - Major Restorative - Crown, Dentures</li> <li>-Plan C - Orthodontics</li> </ul>	Option 1 N/A	Option 2 60%	Base Option 90%	Option 4 100%
	N/A	60%	90%	100%
	N/A	50%	70%	80%
	N/A	N/A	50%	60%
<b>Maximums</b>				
-Plan A & B (Annual)	N/A	\$1,500	\$2,500	\$3,000
-Plan C (Lifetime)	N/A	N/A	\$3,000	\$3,500
<b>Long Term Disability</b>				
<b>-Funded</b>	-Company Paid (Base Option)			
<b>-Opt Out</b>	-Must take one of four options			
<b>-Eligibility</b>	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Waiting Period</b>	-Date of Hire			
<b>-Indexing</b>	-Optional – 5% Maximum			
<b>Coverage</b>	<b>Base Option</b> 70% Taxable	<b>Option 2</b> 60% Non Taxable	<b>Option 3</b> 70% Indexed - Taxable	<b>Option 4</b> 60% Indexed – non-Taxable
<b>Maximum</b>	\$15,000 Monthly			
<b>Paid Sick Leave Allowance</b>				
<b>-Funded</b>	-100% Company Paid			
<b>-Eligibility</b>	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Waiting Period</b>	-3 months following Date of Hire			
<b>-Coverage</b>	-100% or 70% of earnings up to 26 weeks while ill or injured. Percentage of coverage varies depending on years of service.			
<b>Travel Care</b>				
<b>-Funded</b>	-100% Company Paid			
<b>-Employee Eligibility</b>	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
<b>-Dependent Eligibility</b>	-Spouse plus dependent children. Children up to the age of 19 or up to the age of 25 if full time student, or any age if disabled.			



<b>-Deductible</b>	-No
<b>-Coverage</b>	-100% Eligible Emergency Medical Expenses to a lifetime maximum of \$1,000,000.

<b>Business Travel Accident Insurance</b>	
<b>-Funded</b>	-100% Company Paid
<b>-Eligibility</b>	-All Employees
<b>-Waiting Period</b>	-Date of Hire
<b>-Coverage</b>	-3 x Annual Salary
<b>Health Spending Account</b>	
<b>-Details</b>	-Employees may direct excess flex credits towards a Health Spending Account. Employees will have two years to spend funds allocated to their HSA.

**Post-Retirement Benefit Summary (Excluding LOU#42 Grand Parented Electric Employees)**

<b>Post-Retirement Benefits</b>	
Eligibility	Employees retiring per the pension plan rules of their current pension plan and receiving an immediate pension are eligible for retiree benefits. Employee must work a minimum of 2 years full-time immediately prior to retirement in order to be eligible for benefits.
Survivor Benefits	If the Joint & Survivor election is chosen: Coverage continues for the life of the spouse HSA eligibility will be reduced by 50% January 1st following the death of the retiree
Annual Deductible	\$1,250 per person each calendar year to a maximum of \$2,500
Maximum	\$500,000 lifetime
Coinsurance	100%

<b>Extended Health Care Details (Security Plan)</b>	
Coverage	100% of eligible expenses
Prescription Drugs	Pay Direct Card Low cost alternative
Emergency Hospital	Yes Semi Private Room
Emergency Ambulance	Yes
Nursing	\$10,000/year (acute care only)
Medical Aids and Supplies – summary (subject to claiming guidelines noted in the Pacific Blue Cross Booklet)	-Hearing Aids and repairs: maximum \$1,000 every 5 calendar years -Purchase of rental equipment (wheelchairs, hospital beds): \$15,000 lifetime maximum (preauthorization required) -Ileostomy/colostomy supplies Mastectomy prosthesis -Other (Combined maximum \$500/person/year. Must be medically necessary to treat chronic and debilitating condition) -Splints, trusses, crutches, casts, custom fitted braces,

	cervical collars/traction kits, orthotics, stump socks, surgical stockings -Custom made orthopedic shoes including repairs prescribed by a physician, podiatrist or chiropractor
Paramedical Practitioners (for example Acupuncturist, Podiatrist, Psychologist; Speech Language Pathologist, Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Dietician)	Available for reimbursement through the HSA
Standard Durable Medical Equipment	\$15,000 lifetime maximum Preauthorization required for amounts in excess of \$5,000
Vision Care -Eye Glasses/Contact Lenses -Eye Exams	Available for reimbursement through the HSA
Emergency Medical Travel	Purchase of Private Healthcare Insurance Available for reimbursement through the HSA
Health Spending Account (HSA)	\$2,500 per year Any unused balance will be rolled forward and expire at the end of the second year

## **ARTICLE 22 - SAVINGS CLAUSE**

If any article, section, paragraph, clause or phrase of this Agreement shall by Provincial, Federal or other law or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

**As ordered by the BC LRB No. B126/2020.**

## SCHEDULE A

### JOB TITLES BY SALARY GROUP

Job Title	Job Group
<b>Group 3</b>	
Data Entry Clerk	3
Relief Clerk	3
<b>Group 4</b>	
Office Services Clerk	4
Switchboard Operator/Receptionist	4
Time Entry Clerk	4
<b>Group 5</b>	
Accounts Payable Support Clerk	5
Facilities Assistant	5
Field Operations Assistant	5
IT Assistant	5
MAC and Wireless Support Clerk	5
Office Services Leader	5
Operations Support Representative 2	5
Project Clerk	5
Regulatory Affairs Assistant	5
Transmission Compliance Assistant	5
Transmission Permit Representative	5
<b>Group 6</b>	
Accounts Payable Clerk 2	6
Administrative Assistant	6
Administrative Assistant – Engineering	6
Administrative Assistant – Transmission Operations	6
Asset Management Assistant	6
Construction Customer Representative	6
Contracts & Projects Administrator	6
EEC Administrator	6
Engineering Clerk	6
Gas Asset Records Assistant	6
Gas Load Control Clerk 2	6
GIS Drafter 1	6
Instrumentation & Data Acquisition Support Administrator	6
Measurement Technologies Assistant	6
Operations Support Assistant	6
Operations Support Representative 3	6
Project Contracts Administrator	6
Project Management Administrative Assist	6
Sales Support Assistant	6

**Group 7**

Asset Management Representative	7
Construction Customer Rep Work Leader	7
Credit Card Program Administrator	7
Emergency & Operations Representative	7
Financial Accounting Clerk 3	7
Fleet Services Coordinator	7
Forms Analyst/Designer	7
Gas Service Records Workleader	7
GIS Drafter 2	7
Infrastructure Support Technician	7
Measurement Analyst 2	7
Operations Support Rep Work Leader	7
Payroll Administrator	7
Procurement Representative	7
Project Compliance Coordinator	7
Project Contracts Workleader	7
Technician 1 – Corrosion Control	7
Training Program Coordinator	7
Web Specialist	7

**Group 8**

Accounts Payable Work Leader	8
Accounts Payable System Support Analyst	8
Asset Accounting Analyst 2	8
Claims Adjuster 1	8
Contract & Finance Coordinator – Gas Supply	8
Dispatch Coordinator	8
Engineering Drafter 2	8
Facilities Coordinator	8
Financial Accounting Clerk 4	8
GIS Drafter 3	8
Instructional Writer	8
Inventory Analyst 2	8
IT Communications Coordinator	8
Lands Administrator	8
Marketing Coordinator	8
Operations Financial Analyst	8
Operations Process Analyst 1	8
Pipeline & Right of Way Inspector	8
Planning & Design Technician	8
Right of Way Services Representative	8
Transmission & Distribution Surveyor 2	8
Technical Standards Writer	8
Technologist 1 – Capacity Planning	8
Vehicle Fleet Contract & Finance Coordinator	8

**Group 9**

Communications Coordinator	9
Contract & Finance Coordinator	9
Designer	9

Designer, Communication Services	9
Employee Communications Writer	9
Engineering Drafter 3	9
<u>Maintenance Planning Technician</u>	<u>9</u>
Measurement Business Analyst	9
Operations Financial Coordinator	9
Operations Process Analyst 2	9
Planning and Design Technologist 1	9
Procurement Specialist	9
QA/QC Technician	9
Technician 2 – Corrosion Control	9
Technologist 2 – Capacity Planning	9
Technologist 2 – Instrumentation & Communication	9
Telecommunications Coordinator	9
Writer/Researcher	9

**Group 10**

Application Process Analyst – SCADA	10
Asset Management Analyst 1	10
Business Technology Integrator	10
Contact Centre Support Analyst	10
Customer Program Analyst	10
Distribution Operations Analyst	10
Engineering Drafting Work Leader	10
Facilities Maintenance Analyst	10
Financial Accounting Analyst	10
Financial Accounting/Credit Analyst	10
Gas Supply Operations Analyst	10
Insurance Analyst	10
Lands Representative	10
Lead Designer, Communication Services	10
Measurement Services Business Analyst	10
Operations Process Analyst 3	10
Pipeline Right of Way Representative	10
Planning and Design Technologist 2	10
Senior Procurement Specialist	10
Senior Rates Analyst	10
Senior Research & Evaluation Analyst	10
Technician 3 – Corrosion Control	10
Technologist 3 – Capacity Planning	10
Technologist 3 – Instrumentation and Communication	10
Technologist 3 – Geographic Info Systems	10
Technologist 3 – Measurement	10
Technologist 3 – Pipeline Design/Drafter	10
Technologist 3 – Plant Design/Drafter	10
Technologist 3 – SCADA	10
Workleader, GIS	10

**Group 11**

Application Support Analyst	11
Asset Management Analyst 2	11

Financial Accountant	11
Gas Control Coordinator	11
Gas Controller	11
Instrumentation & Communications Work Leader	11
Integrity/Corrosion Analyst 1	11
Laboratory Technologist	11
Lands Representative Work Leader	11
Planning & Design Workleader	11
Radio Communications Technologist	11
Right of Way Project Coordinator	11
Senior Regulatory Work Leader	11
Tax Analyst 2	11
Technologist 4 – Capacity Planning	11
Technologist 4 – Communications Specialist	11
Technologist 4 – Electrical Design	11
Technologist 4 – Energy Utilization	11
Technologist 4 – Environmental Support	11
Technologist 4 – Instrumentation Design	11
Technologist 4 – LNG Plant	11
Technologist 4 – Measurement	11
Technologist 4 – SCADA	11
Technologist 4 – Quality Assurance Work Leader	11
Workleader – Corrosion Control	11
<b>Group 12</b>	
Data Analyst	12
Data Integration Analyst	12
Database Analyst	12
GIS Support Analyst	12
Infrastructure Planning Specialist	12
Property Tax Specialist	12

**LOU # 7 – GAS CONTROLLERS**

*(original letter signed March 18, 1994 between Fred Green (BC Gas) and Scott Watson (OTEU))*

The Parties agree to vary certain terms and conditions of the Collective Agreement as they apply to the shift work of Gas Controllers, as follows:

1. **HOURS OF WORK**

Gas Controllers Working Eight-Day Cycle:

Gas Controllers will work four 12-hour shifts within an eight day cycle. The normal cycle will be:

Day	Day	Night	Night	Off	Off	Off	Off
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With one week's notice, this cycle may be altered to various combinations of day and night shifts, worked consecutively in the eight day cycle, except as provided for in Article 12.04 (k) Notice of Relief (i)(1)-(3) & (ii)(1).

Day shifts will begin at 7:15 a.m. and end at 7:30 p.m. Total shift time is 12.25 hours with a 1.0 hour unpaid lunch break, for a standard shift of 10.75 straight time hours, plus 0.5 overtime hours.

Night shifts will begin at 7:15 p.m. and end at 7:30 a.m. Total shift is 12.25 hours with a 1.0 hour unpaid lunch break for a standard shift of 10.75 straight time hours, plus 0.5 overtime hours.

When more than one Controller is on shift, lunch breaks will be staggered and will be taken at or near the midpoint of the shift, as operations permit. When only one Controller is on shift, no lunch break will be taken, and the time will be compensated at overtime rates.

Each employee will receive three fifteen minute paid relief periods in each shift.

New Gas Controllers:

New Gas Controllers will work a standard Monday to Friday, 7.5 hour day, for an initial training period no longer than one month (21 working days). Working hours will be 7:15 a.m. to 3:45 p.m., with a 1.0 hour unpaid lunch break and two fifteen minute paid relief periods in each shift.

2. **SHIFT PREMIUMS**

As per Article 12.04(e) of the Collective Agreement

3. **OVERTIME**

All hours worked beyond the standard 10.75 hours per shift or 43 hours in an eight day cycle will be treated as overtime and paid out at the applicable overtime rate.



4. **TIME OFF**

Gas Controllers' time off entitlement will be calculated as follows:

a) Annual Vacation

Each Controller will be credited with 37.5 hours of Annual Vacation for each week of vacation entitlement earned in accordance with Article 14.

b) Statutory Holidays

Each Controller will be credited with 7.5 hours for each statutory holiday specified in Article 13.

c) Purchased Days Off

Each Controller will be credited with PDOs in accordance with Article 15.07 of the collective agreement.

For annual time off entitlement calculation, the total hours credited to the employees under (a), (b) and (c) above, plus any hours carried forward from the previous year, will be divided by 10.75 to calculate the number of shifts off each Controller is entitled to for the year (rounded up to the next whole shift).

5. **RECONCILIATION**

The total number of straight time hours worked by each Controller will be compared annually to the total number of straight time hours worked by other office staff during the same comparative period.

6. **GENERAL**

Scheduled time off shall not conflict with essential department requirements. Approval will not be unreasonably withheld.

Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 10.75 hours per shift.

Renewed: February 9, 2018

## **LOU #14 – JOB SHARING**

*(original letter signed July 26, 1994 between Fred Green (BC Gas) and Scott Watson (OTEU))*

### **DEFINITION**

Job sharing is defined as dividing all the functions of one full-time regular (FTR) position between two regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job-shared with the approval of the Manager, Human Resources and the Union. The manager is responsible for communicating the requirements of the job to both employees.

It is the intent that the time worked by the two job sharing partners will equate to that of a full-time regular employee. Neither of the partners in a job share relationship shall work less than 40% of the normal hours of work of the full-time regular position.

### **1. GENERAL**

- a) The Parties agree that all terms and conditions of the Collective Agreement in force and effect shall apply unless specifically altered herein.
- b) Only regular employees are eligible to participate in job sharing arrangements unless otherwise mutually agreed by the Parties.
- c) A job-share employee (other than a temporary employee as mutually agreed in 1. (b)), shall be classified as a part-time regular employee.
- d) For the purpose of applying the overtime and shift differential provisions of this Agreement, the job share position will be treated as a full-time regular position. Accordingly, the combined time worked by the two incumbents will fall within the normal daily and weekly hours of work for the full-time position to a maximum of 7 hours per day or 35 hours per week for Legacy PTR employees or a maximum of 7.5 hours per day or 37.5 hours per week for Standard PTR employees. Any time worked through the combined efforts of the two incumbents which exceeds 7 hours per day or 35 hours per week for Legacy PTR employees, or 7.5 hours per day or 37.5 hours per week for Standard PTR employees, shall be paid at overtime rates to the employee performing the work, except when the combined hours are beyond 7 per day and 35 per week (for Legacy PTR employees) or 7.5 per day and 37.5 per week (for Standard PTR employees), for the purpose of attending training courses or Company programs. Shift premiums will be split appropriately, but will not exceed those paid for the normal shift of the full-time position.
- e) Notwithstanding (d) above, a job-sharing employee may volunteer to work additional hours to cover workload demands that would otherwise be covered by another employee working part time. Premium pay will apply to all hours worked in excess of 7 in a day or 35 in a week (for Legacy PTR employees), or 7.5 in a day or 37.5 in a week (for Standard PTR employees), by that employee.
- f) Job sharing partnerships shall be restricted to employees working within commuting distance of the established headquarters where the job-share position exists.
- g) All job-sharing employees must meet the qualifications of the position to be job-shared.

- h) No employee is eligible to job share in a position in a pay group higher than their current position.
- i) The regular position left vacant when two regular employees job-share will be posted in accordance with the provisions of Article 6, except as outlined in the trial period in 4 (a).

## 2. **PROCEDURE**

- a) Regular employees wanting to job share may request the manager to consider a proposal for a job sharing arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:
  - 1. Which functions will be shared and which functions will be performed by only one partner.
  - 2. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
  - 3. Preferred work schedule of each partner and preferred start date.
  - 4. Other information required by the manager.
- b) Proposed job sharing arrangements will be discussed with the appropriate Human Resources Business Partner and for each job sharing arrangement there must be a written understanding signed by each partner, the employee's manager, Human Resources and the Union.

## 3. **REGISTRATION**

Regular employees who wish to job share should submit a proposal to their manager and the Human Resources Office. It is the responsibility of the employee to propose a qualified partner.

## 4. **TRIAL PERIOD**

- a) In order to allow the parties a reasonable time to test the suitability of the individual job sharing arrangement, a 6 calendar month trial period will be in effect at the beginning of each job sharing arrangement. Any temporary vacancy that is thereby created may be filled by the Company without posting for the 6 month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- b) During the trial period, either Party or either employee may terminate the job-share with 30 calendar days written notice.
- c) In the event that the job-share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects.

## 5. **JOB SHARING CONDITIONS**

- a) Full-time regular employees who enter a job sharing arrangement shall change their status to part-time regular (PTR) and assume the salary of the shared position. In the case of a demotion, the employee will retain their salary if within the group salary range of the position, or Step 5 of the position group, whichever is lower. There will be no blue circle or red circle salary treatment as a direct result of job sharing.

- b) Article 19.02(b), (c), and (d) do not apply to PTR job-sharing employees.

6. **JOB SHARE PARTNER ABSENCE**

Where an employee in a job share arrangement is absent from work for any reason, the Company shall first offer the work to the remaining partner (RP). In such instances, the extra hours worked, up to a maximum of 7 hours per day (for Legacy PTR employees) or 7.5 hours per day (for Standard PTR employees) and 35 hours per week (for Legacy PTR employees) or 37.5 per week (for Standard PTR employees), will be paid at straight time rates. The RP will retain their status as a PTR employee for the duration of the partner's absence. If the RP declines to accept the extra hours the Company may fill the vacancy with a Temp employee.

7. **FILLING A JOB SHARE VACANCY**

- a) In the event one of the partners leaves the job-share and where the parties and the RP agree the job-share should continue, the vacancy will be dealt with as follows:
- b) The RP has 30 calendar days from the notice date of the original partner to find a replacement partner.
- c) If no suitable partner can be found, the RP will have the option of filling the position on a full-time basis.
- d) If the RP declines the option, employee will be placed directly onto the recall list in accordance with Article 7.03 and the full-time position will be posted in accordance with Article 6.

8. **TERMINATION OF JOB SHARING ARRANGEMENT**

- a) Individual job sharing arrangements may be terminated by the manager or either Party with 30 days written notice to the affected partner(s).
- b) If one partner voluntarily leaves, the remaining partner (RP) will have the option of filling the position without posting on a full-time basis. If the RP declines the option of filling the full-time position, employee will be placed directly onto the recall list in accordance with Article 7.03 and the full-time position will be posted in accordance with Article 6.
- c) If the manager, or either Party terminates the job-share and neither partner voluntarily leaves, the full-time position will be posted in accordance with Article 6, and when filled, the remaining partner(s) will be placed on the re-call list in accordance with Article 7.03.

9. **DISCONTINUATION OF JOB SHARING LETTER OF UNDERSTANDING**

Either Party may discontinue this Letter of Understanding on notice to the other Party, following which job share partnerships in the trial period will be immediately discontinued. Existing job share partnerships past the trial period will be grand parented.

Renewed: February 9, 2018

## **LOU #21 – CO-OPERATIVE EDUCATIONAL STUDENTS**

*(original letter signed June 22, 1994 between Fred Green (BC Gas) and Scott Watson (OTEU))*

1. A Co-op Student is a student who is enrolled as an undergraduate in a Co-op program at a recognized Technical School, College or University at all times during the period of employment.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/MoveUP Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement. Co-op Students shall not be employed to backfill for:
  - a) leave of absence replacements;
  - b) special projects which disallows training or employment opportunity to bargaining unit employees;
  - c) emergent considerations.
3.
  - a) FortisBC will ensure that any co-op student employed under this Letter of Understanding will have an employment period of four (4) continuous months. The Company may request from the Union an extension of the four months with regards to an educational institution program requiring such extension. The Union will not unreasonably deny such request. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
  - b) Co-op positions shall not be subject to the job posting procedures in the collective agreement.
4. Co-op students may be re-employed by FortisBC provided there is at least one co-op period of absence between periods of employment. In such instances, the Co-op student will advance one step on the salary schedule noted below.
5. All Co-op students will be required to become and remain MoveUP members for the duration of their work term. Co-op Education Students will not be entitled to apply for regular or temporary MoveUP-affiliated bulletined positions.
6. Either Party retains the right to discontinue participation in Co-operative Education programs with four months notice to the other.
7. MoveUP will be advised of the student's name, position and department prior to placement.
8. No more than two students shall work in any one department unless there is agreement of the Parties.
9. No more than four (4) Co-op Students would be hired in any four (4) month period without mutual agreement.
10. Co-op Students will be entitled to 4% in lieu of vacations, and 4.8% in lieu of statutory holidays. Co-op students extended and employed longer than the four (4) month period shall be entitled to an additional 6% in lieu of welfare benefits.
11. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

<b>WORK TERM</b>	<b>PAY GROUP</b>
1	Group 3 Minimum
2	Group 3 Maximum
3	Group 3 Maximum
4	Group 4 Maximum
5	Group 4 Maximum

The above rates shall be subject to change at any time by mutual agreement of the parties.

12. Employees hired as Co-op students will not accrue seniority.
13. The Co-operative Educational Students Program as described in this Letter of Understanding shall apply for the term of the Collective Agreement unless modified by mutual agreement of the Parties.
14. Employment of Students
  - a) It is the intent of the Parties that hiring of students will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/MoveUP Collective Agreement. The employment of Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement.
  - b) Students employed between semesters of the educational institution to which they have been admitted or are attending shall be employed for duration not to exceed four (4) months after which time they shall be terminated. During this period students may be assigned, transferred, demoted or terminated as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted.
  - c) Student Employee positions shall not be subject to the job posting procedures in the Collective Agreement.
  - d) Students shall not be entitled to sick leave, long term disability or any of the benefit plans outlined in this collective agreement.
  - e) In the case of a general reduction or layoff of bargaining unit employees, students shall be terminated before regular employees are displaced. The Company will provide 2 days' notice or pay in lieu of notice to students terminated prior to the normal expiration of their work term.
  - f) Salary levels for students will be the minimum of the Job classification to which they are assigned.
  - g) Students must become and remain members of the Union as a condition of employment as outlined in Article 1 of this agreement.
  - h) Students will be entitled to 4% in lieu of vacations and 4.8% in lieu of statutory holidays.
  - i) The Company will advise the Union with at least 2 weeks of advance notice prior to the employment of Students.
  - j) Employees hired as students will not accrue seniority.

Renewed: February 9, 2018

## **LOU #31 – HOURS OF WORK – EMERGENCY & OPERATIONS REPRESENTATIVES**

*(original letter signed November 12, 2002 between Franz Scherubl (BC Gas) and Bill Bell (OTEU))*

The Company and Union agree to vary certain terms and conditions of the Collective Agreement as they apply to the shift work of Emergency & Operations Representatives (EORs). The Company and the Union agree that a shift schedule with shifts ranging from 8-12 hours (inclusive of lunch break) will meet the required 24 hour 7 days a week coverage while benefiting the EORs by providing more consistent scheduled time off. To create this rotating shift schedule, the 12 days in lieu of statutory holidays and all available PDOs will be pre-scheduled into the shift rotation and time off will be pre-scheduled and subject to operational requirements.

### **1. SHIFT STRUCTURE**

The attached schedule of hours and days of work is a modified operationally based shift schedule with a range of shifts from 8-12 hours payable at straight time. The schedule is intended to incorporate relief coverage from within the group.

### **2. WORKING HOURS**

The total number of straight hours worked by each EOR will be equal to the total number of straight time hours worked in a year by other office staff during the same year (i.e. 37.5 hours per week for 52 weeks).

### **3. WORK AND LUNCH BREAKS**

- a) When more than one employee is on shift, lunch breaks will be staggered and will be taken at or near the midpoint of the shift or as operations permit and will be one half hour. As well, employees on the night shift will take their lunch breaks at a time when employees on the afternoon shift can provide coverage (i.e. before the end of the afternoon shift). When only one employee is on shift, the lunch break will be taken at the workstation, paid at straight time and the shift will be reduced by 0.5 hour.
- b) Each employee shall receive three (3) work breaks of fifteen (15) minutes in a shift ranging from eleven (11) to twelve (12) hours or two (2) work breaks of fifteen (15) minutes for shifts less than eleven (11) hours. The work breaks will be staggered and shall be taken one in each four (4) hour period of the shift.

### **4. OVERTIME PAYMENTS**

All hours worked in excess of the regularly scheduled shift(s) will be paid for at the rate of double time. All hours worked on a scheduled day off shall be paid at the rate of double time unless appropriate notice of change of schedule is given per article 12.04(k).

### **5. ANNUAL VACATION**

- a) All annual vacation shall be pre-scheduled.
- b) Sign up for vacation per article 14.05 of the collective agreement will be in order of seniority from the 3rd quarter seniority list, and will be completed by December 1st of each year. The approved schedule will be posted by January 15th of the following year.

## **6. TIME OFF**

EORs' time off entitlement will be calculated as follows:

### a) Annual Vacation

Each EOR will be credited with 37.5 hours of annual vacation for each week of vacation entitlement earned in accordance with Article 14.

### b) Statutory Holidays

Each EOR will be credited with 7.5 hours for each statutory holiday as specified in article 13.

### c) Purchased Days Off (PDOs)

Each EOR will be credited with PDOs in accordance with Article 15.07 of the Collective Agreement. PDOs will be pre-scheduled into the shift schedule and will deplete the time bank on an hour for hour basis to a maximum of 11.5 hours per day.

## **7. GENERAL**

a) Scheduled time off shall not conflict with essential department requirements and will be subject to the availability of relief within the group of EORs.

b) Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 11.5 hours per day.

## **8. TRIAL PERIOD**

There will be a trial period of up to ninety (90) days. Prior to the end of the trial period, the Parties will meet to discuss continuation of the shift schedule in this LOU.

## **9. DISCONTINUATION OF THE LETTER OF UNDERSTANDING**

Either Party may discontinue this Letter of Understanding on 30 days written notice to the other Party.

Renewed: February 9, 2018



## **LOU #33 – LABOUR RELATIONS FORUM**

This Letter of Understanding sets out the basis for establishing and maintaining an ongoing Labour Relations Forum (Forum) between the Union and the Company.

It is understood that a favourable relationship cannot be simply negotiated or mandated, it must be developed together by the parties to the relationship. Representatives of the Union and the Company therefore acknowledge the need to work jointly with each other and with their principals toward the development of a harmonious relationship.

The Union and the Company also recognize that many factors, both internal and external, have created and will continue to create new challenges to an effective working relationship. The Parties therefore wish to set out the principles and guidelines for the establishment of the Forum and to identify the way in which the Union and the Company intend to address certain labour relations issues on an ongoing basis. Nothing in this document is intended to abrogate any rights presently held by either Party. The Parties also recognize that in striving to meet their objective of establishing a stable and productive working relationship, periodic amendments to this document may be required from time to time.

One of the objectives of establishing this Forum will be to have a mechanism in place to respond to certain issues raised by either Party which, if not dealt with in a timely fashion, could adversely affect the relationship between the Parties. The Parties recognize the importance of developing a consultative Forum for purposes of securing and maintaining a Collective Agreement that reflects the ongoing needs of the parties bound by it and which seeks to build labour relations stability within the Company.

### **1. WORKING PROBLEM/SOLVING SESSIONS**

A consultative Forum (known as the Labour Relations Forum) will be established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within the Company. This Forum will consist of regularly 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 representatives assigned from each Party. 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 include, but are not limited to:

- a) vacation scheduling
- b) other mutually agreed non-bargaining issues from either Party; and,
- c) business focused operational issues that have a labour relations impact.
- d) contracting in/out

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 set out to agree to appoint a standing mediator who may be called upon as the Parties determine.

#### **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 believe that in order to achieve a positive labour relations environment there must be open communications and trust between the Parties that 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.

Renewed: February 9, 2018

## **LOU #34 – PART-TIME REGULAR EMPLOYEES (PTR)**

The Company and the Union agree that the following shall apply to all Part-time Regular employees. This includes all PTR employees on payroll, Standard and Legacy working 18.75 hour or more per week or working 37.5 hours or more per pay period:

### **1. WAGES & HOURS OF WORK**

Legacy PTR employees (including Legacy Job shares), hourly wages shall be based on a 7.0 hour day (or a 35 hour work week).

Standard PTR employees, hourly wages shall be based on 7.5 hour day (or a 37.5 hour work week). For conversion purposes only, hourly rates of pay are determined by dividing bi-weekly salaries by 75 (e.g. overtime).

### **2. ALLOCATION FOR TIME OFF**

Standard PTR employees shall receive a 4% allocation in lieu of days off, which will be credited annually, and can be re-directed to a Health Spending Account, RRSP contributions, cash, or the Employee Savings plan.

### **3. ANNUAL VACATION ENTITLEMENT**

Effective January 1, 2011, Annual Vacation entitlement shall be improved for all PTR employees as follows:

<b>Years of Service</b>	<b>Vacation %</b>
<1 year	Up to 6%
1-7 years	6%
8 - 17 years	8%
18 - 24 years	10%
25+ years	12%

### **4. EMPLOYEE SAVINGS PLAN**

Standard PTR employees shall be entitled to the Employee Savings Plan, which consists of a Company contribution of an amount equal to 3% of base pay.

### **5. EMPLOYEE BENEFITS PROGRAM**

Standard PTR employees are eligible for the flexible benefits program with 50% flex credits. Legacy PTR employees will be provided with the same level of flex credits granted a Full-time Regular. Legacy PTR employees (including Legacy Job Shares) and all Standard PTR employees shall be entitled to the improved 26 week Sick Leave entitlement.

### **6. POST-RETIREMENT BENEFITS**

Legacy PTR employees retiring on pension with 10 or more years of pensionable service shall be eligible for Post-Retirement Benefits.

Renewed: February 9, 2018

## **LOU #37 – FORTISBC STREET TEAM MEMBERS**

Members of the FortisBC Street Team represent FortisBC at community events/special events in communities throughout the province by attending events and promoting energy efficiency and rebate programs. The Parties recognize that FortisBC Street Team members are a unique group of Temporary employees who are hired on an as-and-when required basis and who require increased flexibility due to varied working hours and work days that are event specific. The Parties agree to the following terms:

1. FortisBC Street Team roles are hired as Relief Clerks, group 3. When acting in the FortisBC Street Team “Lead” role, that role is paid at a group 4 pay level.
2. A work day consists of any consecutive hours up to 7.5 hours, exclusive of lunch period, and may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day or 37.5 in a week will be compensated at double time rates.
3. A work week shall consist of up to 37.5 hours, consisting of up to five days, Monday through Sunday. Days worked in excess of five days in a work week will be compensated at overtime rates.
4. The Company will post the schedules at least two weeks in advance. If, due to legitimate business needs, it becomes necessary to vary a schedule with less than two weeks notice, the Company will ask for volunteers. Where no employee voluntarily accepts such a shift change, the Company will vary the schedule in an equitable manner and those impacted by the change will receive the following premiums:

Change in hours of work on a pre-scheduled day:

- (i) 48 hours’ notice – no penalty
- (ii) Less than 48 hours’ notice –overtime pay for the difference in shift
- (iii) In case of cancelled shift with less than 48 hours’ notice a minimum of 2 hours will be paid.

Change in scheduled days off:

- (i) Minimum one week notice: no penalty
  - (ii) Less than one week notice: compensated at overtime rates for hours worked on scheduled day off.
5. Due to the nature of the work performed, regular weekend work is required. As such, there is no limit on the number of weekends FortisBC Street Team Members work.
  6. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with Article 16.09
  7. All time worked before 6:30 and after 17:30 shall be subject to a 12% non-core premium. This premium is not paid if the time worked during these hours is at the employee’s request or if it attracts a higher premium rate pursuant to articles 13 and 16.
  8. This premium will not apply to time worked on scheduled days off, statutory holidays, scheduled days off in lieu of statutory holidays, or time worked that is already attracting premium pay in accordance with paragraph three above.
  9. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time.

10. Annual vacation and Statutory Holiday pay will be paid as per Article 19.02(g).
11. These employees will not be entitled to any benefits. However, should the period of employment exceed 60 days of accumulated service, they will be paid an additional 8% in lieu of sick leave and welfare benefits.
12. Either Party may discontinue the LOU on 30 days written notice to the other Party.

Renewed: February 9, 2018

## **LOU #38 - RE: ARTICLE 2 – FORTISBC/MOVEUP JOB EVALUATION PLAN**

Whereas the Company and the Union acknowledge that the FortisBC/MoveUP Job Evaluation Plan (Point-Factor Plan) requires an update from the presently used 1996 Job Evaluation Plan, the Parties hereby agree to update the current FortisBC/MoveUP Job Evaluation Plan.

- a) The Parties will establish a working committee that will consist of three (3) representatives from the Union and three (3) representatives from the Company, and its mandate will be to:
  - i) to review and update the necessary changes to the joint job evaluation plan.
  - ii) to carry out an evaluation of the benchmark jobs identified by the committee in the current job classification system.
  - iii) the Committee may call upon jointly agreed external resources as required for technical information. The Company will cover the costs of such external resources, should they be required.
- b) In the event that the representatives of the Parties are unable to reach agreement at any point, 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.
  - ii) the matter will be addressed by a mutually agreed to external resource, as noted in (a)(iii).
- c) The Parties agree that the committee shall be struck no later than thirty (30) calendar days following ratification of the renewal of the Collective Agreement and shall conclude their review and update as established above no later than three (3) months from the date of commencement of the Committee.
- d) Upon conclusion of the Committee's mandate as outlined in (a), any changes in benchmark jobs that result in upgroupings will be effective August 1, 2018. In the event that the Committee's recommendations for a benchmark position result in a lower evaluation, the provisions of Article 18.10 (b)(i) shall govern any effects on salary.
- e) This Letter of Understanding will remain in effect until the Committee has completed the update of the identified benchmark positions, unless the Parties mutually agree to terminate it at an earlier date or extend.

New: February 9, 2018

## **LOU #39 – EMERGING WORKPLACE ISSUES**

In accordance with its Respect in the Workplace policy, the Company is committed to providing a working environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee.

- a) To that end, the Parties agree as followings:
  - i) Through a consultation process, the Parties will continue to ensure that effective and relevant policies and protocols are in place to ensure a safe and respect workplace, including the following topics:
    - 1. Gender Transition Leave
    - 2. Domestic Violence and the Workplace
  - ii) These initiatives will include education and awareness training that aligns with the Company's Health and Wellness programs.
- b) The Parties, through awareness programs, will continue to develop an environment where any employee can come forward knowing they will be supported in their individual circumstances.
- c) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know.
- d) The Parties agree to meet bi-annually to share ideas and discuss additional enhancements that would continue to promote the combined objectives of the Company and the Union on respectful workplace initiatives.

New: February 9, 2018

## **LOU #40 – OVERPAYMENT RECOVERY**

Whereas the Union and the Company recognize that errors occasionally result in overpayment of wages to employees, and wish to establish a simplified procedure for recovery of such overpayments, the Parties agree as follows:

- a) Subject to the limitations set out in this Memorandum, the Company has the right to recover overpayments from employees. “Overpayment” means monetary payment made in error, sick leave payments to which the employee is not entitled or advances of long-term disability benefits refundable by the employee pursuant to Article 10 and Article 21 of the collective agreement.
- b) The Company shall provide an employee from whom the Company intends to recover overpayments at least thirty (30) days written notice, with a copy to the Union, prior to the deduction of any wages from the employee, and such notice shall provide:
  - i) a statement of the nature, date(s) and amount(s) of the overpayment(s);
  - ii) the option to negotiate a mutually agreeable pay back plan with the Company;
  - iii) notice that failing a negotiated agreement for repayment, the Company may deduct the overpayment from wages, at the rate set out in this Memorandum, beginning in the next pay cycle following the thirty (30) day notice period.
  - iv) Notice that the employee has a right to union representation in the course of negotiating a payback plan; and,
  - v) Notice that the employee has a right to dispute the overpayment in accordance with this memorandum.
  - vi) The Company will obtain written consent from the employee prior to any recovery.
- c) Except where otherwise agreed to by the employee, repayments pursuant to this letter of understanding will not exceed more than 10% of the initial amount (overpayment) owed in any pay period.
- d) In cases where an employee who is subject to a payback plan leaves the Company due to resignation, termination, retirement or displacement, the total or remaining recovery can be 100% offset by the final pay or any subsequent payments that may be owed after the employee leaves the Company (including payments such as time banks, vacation pay or performance pay).
- e) A pay back plan pursuant to this letter of understanding which includes deduction of overpayments from an employee’s wages shall constitute an assignment of wages pursuant to section 21 & 22 of the Employment Standards Act.

New: February 9, 2018



**LOU #41 – RE: FORTISBC PENSION PLAN FOR IBEW AND MOVEUP MEMBERS**

**Between  
FortisBC Inc. (“FBC” or “Electric Division”)**

**And**

**FortisBC Energy Inc. (“FEI” or “Gas Division”)  
(The “Company”)**

**And**

**MoveUP  
Canadian Office and Professional Employees Union, Local 378  
(The “Union”)**

**Re: FortisBC Pension Plan for IBEW and MoveUP Members**

The purpose of this LOU is to confirm that it is the Parties and the Trustees’ responsibility to manage and provide for the protection of the plan members in the COPE-FortisBC Pension Plan (“Electric Plan”) and the FortisBC Pension Plan for IBEW and MoveUP Members (“Gas Plan”). The Parties agree to the following:

1. The FortisBC Pension Plan for IBEW and MoveUP Members and the COPE-FortisBC Pension Plan will continue to be governed by each plan’s respective Trust Agreement and Plan Text which set out the benefits payable under each plan, along with the responsibilities of the Board of Trustees and sponsoring Parties (FortisBC, MoveUP and in the case of the gas utility plan IBEW). In particular, the fiduciary responsibility of each respective Board of Trustee to act in the best interest of plan members and the Boards’ ability to approach the Parties with any concerns regarding the operation of the pension plan will continue. These governing provisions of the pension plans can only be altered as set out in the respective plan’s Trust Agreement and Plan Text.
2. Further to the above, the Parties agree that key metrics of the plan will be measured every three (3) year in the Electric Plan, to ensure that they do not move significantly.
3. The Company will clearly define which future new hires will join the Gas Plan, and which will join the Electric Plan, consistent with which utility they are nominally hired into.
4. It is agreed that any employee who bids into a position under the Amalgamated Collective Agreement, will for the purpose of the Pension Plans, retain their identity and participation in their respective Pension Plan upon date of hire, regardless of the positions or duties they perform in the course of their employment.

**LOU #42 RE: AMALGAMATION OF FORTISBC INC. EMPLOYEES AND FORTISBC ENERGY INC. EMPLOYEES**

**Between**  
**FortisBC Inc. (“FBC” or “Electric Division”)**  
**And**  
**FortisBC Energy Inc. (“FEI” or “Gas Division”)**  
**(The “Company”)**  
**And**  
**MoveUP**  
**Canadian Office and Professional Employees Union, Local 378**  
**(The “Union”)**

**RE: Amalgamation of FortisBC Inc. Employees and FortisBC Energy Inc. Employees**

**Preamble and Purpose**

The purpose of the Letter of Understanding is to establish the process for transferring employees from the FortisBC Inc. Collective Agreement and bargaining structure into the FortisBC Energy Inc. Collective Agreement and bargaining structure, with certain transition or grand-parented rights until the expiration of the Amalgamated Collective Agreement.

As outlined and committed to by the Company throughout the “Amalgamation Discussions”, the Company is committed to maintaining jobs and opportunities across the province and it is the Company’s intent to maintain the operations in FortisBC Inc. work locations.

This Letter of Understanding sets out the rights and entitlements for FortisBC Inc. employees as a result of the amalgamation between FortisBC Energy Inc. and FortisBC Inc. under a Common Employer structure until the expiration of the Amalgamated Collective Agreement.

**DEFINITIONS:**

A “new hire” under the Common Employer will be designated as either a FBC or a FEI employee in accordance to which utility they are hired into for the sole purpose of determining the appropriate pension and subject to the terms and conditions of the Amalgamated Collective Agreement.

A new FEI hire will receive a salary as specified in Article 18 and be placed into the Gas Pension Plan.  
A new FBC hire will receive a salary as specified in Article 18 and be placed into the Electric Pension Plan.

A “grand parented FortisBC Inc. (Electric) employee, covered under the FBC Collective Agreement, at the date of implementation of this agreement, will have exceptional terms and conditions as specified under this LOU.

## **ARTICLE 5 – SENIORITY**

Full-Time Regular grand parented FBC employees shall have their seniority dovetailed with that of the FEI employees effective the date of implementation.

Part-Time Regular & Temporary grand parented FBC employees shall be credited with “hours paid” up to the date of implementation, and thereafter, the hours shall be calculated by “hours worked” and then their seniority will be dovetailed with that of the FEI employees effective the date of implementation.

Part-time regular employees shall accumulate seniority on the basis of time worked. Normal annual hours paid including but not limited to:

- Paid regular hours
- Paid medical/dental leaves
- Paid training hours
- Paid sick time
- Paid statutory holidays
- Paid annual vacation.

The Company shall provide to MOVEUP a revised seniority list showing the dovetailed employees.

The Company shall provide this list no later than 30 days from the date of implementation. The employer shall post such list for all employees to see at the normal posting places. Employees shall have 30 days to review such list and if there are disputes the employee shall contact (an H.R. Advisor) who will review the dispute and render a decision in 10 days. All decisions shall be subject to the grievance procedure under the Common Employer collective agreement.

## **ARTICLE 6 - EMPLOYEE DEFINITIONS**

### **Part-Time Regular Employee (PTR)**

- (a) A part-time regular employee shall be eligible to become a member of the COPE-FORTISBC Pension Plan on the first day of a month, not earlier than the effective date, at which time the employee
- (i) has completed at least 24 months of continuous service in which he or she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
  - (ii) is actively at work.

Pension entitlement will be prorated on the basis of hours actually worked in a given period.

### **Temporary Employee (TEMP)**

Temporary employees will receive vacation pay in accordance with Article 18 and 12% in lieu of benefits.

A temporary employee shall join the COPE-FortisBC Pension Plan on the first day of the month, not earlier than the effective date, at which time the employee:

- (i) has completed at least 24 months of continuous service in which he/she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
- (ii) is actively at work.

Pension entitlement will be prorated on the basis of hours actually worked in a given period.

The Company shall not hire or use Temporary employees to avoid the continuance, creation or filling of positions for or by Regular employees.

## **ARTICLE 7 - POSTING OF JOB VACANCIES**

The Company may invite a representative of the Union from the appropriate business unit to be present at job interviews for COPE 378 positions.

A successful applicant to a bulletined position shall not be eligible to apply for future bulletined vacancies for a period of 12 months unless agreed to by the Company.

The Company will provide to the Councilor (Chief Job Steward) and the Union Office:

- (i) A copy of each current job posting as it is posted.
- (ii) A letter which advises the final disposition of that posting.

The Company will make every effort to finalize all postings in an expeditious manner.

If in the opinion of the Joint Job Evaluation Committee a job is substantially modified it may be necessary to post it as a new position.

Such substantially modified positions will be posted unless, upon review of the incumbent's seniority, education, experience and skills, the Parties mutually agree to waive the posting.

FBC employees shall have the right to exercise their seniority for bidding rights purposes for any job posting under the Amalgamated Collective Agreement as seen in Schedule A. If an FBC employee is successful in achieving the position, and the salary rate of pay for the position is less than what they are currently receiving, the FBC employee will be red-circled.

## **ARTICLE 9 - CONTRACTING OUT**

### **9.01 Work Done by Contractors**

If it becomes necessary to consider contracting out work covered by Article 1.01, the Company will make every reasonable effort to advise the Union of the particulars at the earliest possible time, and in any event the Company will provide the Union with semi-annual updates of such particulars. The Union will be invited to provide input to and/or review all stages of the contracting out process.

- (a) The Company and the Union agree to a joint process to review potential contracting out proposals. The Company and the Union will appoint 2 representatives. It will be the COPE 378 representative's responsibility to investigate all contracting out proposals prior to the contract being awarded. The COPE 378 representative will investigate items such as:
  - the type and nature of work to be performed;
  - the reason for contracting out, including reasons why the work (all or in part) cannot be performed internally by COPE members;
  - the union status of the proposed contractor; and
  - whether the contractor has exhibited previous problems or is in good standing at FortisBC.

Managers will be notified in writing by COPE378, with a copy to the appropriate Director, of safety or job quality concerns regarding current contractors.

In case of an emergency, the Company reserves the right to review the process with the COPE378 representative after the fact.

- (b) Early consideration, following the COPE 378 representative's input, will be given to having the work performed by employees within the bargaining unit before contracting out such work. If the Company decides to contract out work, the work will be performed by an independent contractor.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **Pregnancy Leave Top UP Allowance**

- a) Employees who are on pregnancy leave and who have given birth to a child shall receive a six-week Pregnancy top-up to E.I. benefits as follows:
  - i) During the first six weeks of pregnancy leave the Company will pay a bi-weekly amount which, together with E.I. maternity benefits, will bring the employee's gross earnings up to 100% of pre-leave earnings in accordance with Appendix "B". and the Rate Calculation Period as defined in the Employment Insurance Act.
  - ii) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the Company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances – in other words, an employee is not entitled to a greater "sick leave" benefit under this Article than she would be for any other disability.
  - iii) Payment of the top-up (following the two-week E.I. waiting period) is subject to the employee submitting proof of receipt of E.I. benefits during the applicable period.
  - iv) If a medically-substantiated illness or injury related to pregnancy or childbirth continues past the six week period, the employee may be eligible for a continuance of payments through the Maternity Top-Up Plan up to the limit of the employee's sick leave entitlements in accordance with Article 16.
  - v) The disability-related portion of the maternity leave is considered part of the term of maternity leave.

### **Right to Apply**

A regular employee who terminates by not returning to work following pregnancy leave or a combination of pregnancy and parental leave, in accordance with Article 9.07 and 9.08, may obtain the right to apply for job bulletins.

- (a) In order to qualify for the right to apply for job bulletins, the employee must advise the Company of their decision to resign not later than 12 weeks from the commencement of their leave of absence as per Article 9.07 and 9.08. The Company may immediately proceed to fill the resultant job vacancy on a permanent basis.
- (b) The right to apply for job bulletins will be in effect for two years from the commencement of the employee's leave. The employee's seniority will continue to accrue to the date of their resignation and will bridge to their return to work date should they be the successful applicant in a job competition. The employee must be available to return to work within 30 days of notification of being the successful applicant in a job competition. Otherwise, the supervisor may consider them to have withdrawn from the competition.

## ARTICLE 15 - HOURS OF WORK, DAYWORKERS AND EDO TIME

### 15.01 **Workday**

- (a) Full-time Regular employees (FTR) shall work 8 hours per scheduled working day. The starting time of the workday shall be 8:00 a.m. Hours of work shall be posted at each headquarters. Variations in the starting time between the hours of 7:00 a.m. and 10:00 a.m. may be made without penalty for the efficiency of operations.
- (b) 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 60 hours per bi-weekly pay period 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. Part Time Regular (PTR) employees will be scheduled for a minimum of four hours per shift and a minimum of 24 hours bi-weekly.

Hours in addition to those previously scheduled will be offered on the following basis:

- (i) PTR Employees currently on shift will be given first right of refusal in order of seniority, then
- (ii) All other PTR Employees in order of seniority.
- (c) Temporary employees working full-time hours shall work 7½ hours per scheduled working day. The hours of work for Temporary employees working part-time hours shall be in accordance with Article 15.01 (b). After PTR employees, Temporary employees will be offered, in order of seniority, any available hours of work.
- (d) The workday will be broken by a ½ hour unpaid meal break at or near the midpoint of the workday. There is no unpaid meal break for 4 hour shifts.
- (e) Two relief periods of **15** minutes each shall be permitted in each workday, to be taken at or near the midpoint of each shift before and after the meal break. Such relief periods shall be considered as time worked. One relief period of 10 minutes shall be permitted for shifts less than six hours.

### 15.02 **Workweek**

- (a) The workweek for all Full-time Regular employees and Temporary Employees working full-time hours will be Monday to Friday. Full-time Regular employees shall bank ½ hour for each 8 hour day worked to average a 37 1/2 hour work week.
- (b) The workweek for all Part-time Regular employees and Temporary employees working part-time hours will be Monday to Friday, unless provided otherwise in this Collective Agreement.

### 15.03 **Short Term Shift Assignment**

- (a) Where, in order to overcome immediate, short-term operational or personnel difficulties, it is necessary to schedule a normal dayshift worker to shiftwork, the provisions of Article 28.01, 28.02 and 28.08 shall not apply. Where a short change occurs, the provisions of Article 29.01 shall apply and in all other cases the provisions of Article 28.06 will apply.
- (b) An employee assigned to short-term shiftwork under the provisions of Article 15.03(a) shall not be assigned to shiftwork more frequently than four times annually. Further, the aggregate

short-term shift assignments shall not exceed 12 working days annually.

**15.04 Administration of Earned Days Off (EDO) Program**

- (a) Entitlement to EDO Days is restricted to
  - (i) Full-time Regular employees, and
  - (ii) Part-time Regular employees where part-time work is based on 5 days per work week with a minimum schedule of 20 hours per work week.
- (b)
  - (i) Full-time Regular Employees will bank time for EDO Days in accordance with Article 15.02
  - (ii) For Part-Time Regular Employees, fifteen minutes of each day worked will be placed in the Employee’s EDO day bank.
  - (iii) Notwithstanding, 15.04(b) (ii), where a part time regular employee is covering a full time position on a temporary basis, they will be eligible for EDO’s in accordance with Article 15.02(a).
- (c) EDO days shall be scheduled by mutual agreement between the Employee and the manager. Where scheduling conflicts occur with departmental requirements or in single person district operations, other scheduling agreeable to the affected employee shall occur.
- (d) Any time banked for EDO days that is not taken or scheduled to be taken by December 31<sup>st</sup> of each year will be paid out by the second pay period of the following year.
- (e) It may be necessary for an employee to be assigned to relieve an employee absent on an EDO day or EDO days. Temporary promotion adjustments as set out in Article 23.05(b) will not apply.
- (f) The provisions of 15.01(a), 15.02 and 15.04 shall also apply to employees assigned to shift work under Article 28.04.

**ARTICLE 16 - SICK LEAVE AND LONG-TERM DISABILITY**

**Basic Sick Leave Plan**

- 16.01 An employee becomes eligible for paid Basic Sick Leave Benefits commencing with the date of hire.
- 16.02 Employees who are unable to work as a result of illness or accident will be eligible to receive the following benefits:

<b>Service with the Company</b>	<b>Full Regular Earnings for</b>	<b>Followed by Two-thirds (2/3) Regular Earnings for</b>
Less than 1 year	1 Month	5 Months
1 year but less than 2 years	2 Months	4 Months
2 years but less than 3 years	3 Months	3 Months
3 years but less than 4 years	4 Months	2 Months
4 years but less than 5 years	5 Months	1 Month
5 years or more	6 Months	--

16.03 The full benefit period is reinstated after one week back to active employment if a subsequent disability is unrelated and after one month back to active employment if the subsequent disability is related.

**Long Term Disability**

16.04 An employee becomes eligible for Long Term Disability protection following three months continuous service.

16.05 Long Term Disability Benefits commence after Basic Sick Leave Plan Benefits have expired. The benefit amount is as per Article 17.

16.06 Benefit Period:

<b>Service with the Company</b>	<b>Length of Benefit</b>
3 Months but less than 1 year	2 years
1 year but less than 3 years	4 years
3 years but less than 4 years	6 years
4 years but less than 5 years	8 years
5 years or more	Until normal retirement

16.07 General

The full cost of sick leave is borne by the Company. The full cost of LTD base level option 1 is borne by the Company.

16.08 Benefits under both Plans will be reduced by the amount of any benefits the employee may be eligible to receive through Canada Pension Plan Disability benefits, Workers' Compensation or similar programs. Benefits payable under individually purchased policies are, however, excluded.

16.09 Employees are not eligible for coverage under the above Plans in the following cases:

- (a) While the employee is on Pregnancy Leave
- (b) Where the employee is not on the Active Roll by reason of layoff or unpaid Leave of Absence.

16.10 For purposes of this Article, the following definitions apply:

- (a) Regular earnings is the straight time base salary rate of an employee the day prior to the first day of absence.
- (b) Month refers to any 30 consecutive calendar days.
- (c) Week refers to any five consecutive working days.
- (d) Year refers to any consecutive 365 calendar day period.

16.11 (a) **Medical Certificates**

- (i) At the request of the Company, employees will provide satisfactory medical certification substantiating any disability extending beyond five working days. In all cases where an employee has been absent, under either Plan, for a period in excess of one month, he or she must provide medical certification of his or her fitness to return to work.
- (ii) The Company will pay the doctor's fees for completion of documents related to medical certification required in (i) above.



**(b) Sick Leave Abuse**

The Union agrees that regular attendance at work is desirable and it will not condone any employee abuse of the Sick Leave provisions of the Collective Agreement. Where the Company has reasonable grounds to suspect sick leave abuse, the Company has the right to require an employee to provide a Doctor's certificate for any absence on sick leave. Furthermore, the Company may, at its discretion, require employees to undergo a medical examination by a physician of the Company's choosing.

**(c) LTD Employees Returning to Work**

- (i) The Company may post a vacancy created by a regular employee on approved sick leave where the medical information on record is inconclusive as to the ability to return to work after a reasonable period of time.
- (ii) When employees return from a period of sickness or disability after their position has been filled, the Company will attempt to place them in a regular position for which they are qualified, subject to the agreement of the Union. The position will be at the same salary level, or as near as possible to the employee's previous rate.
- (iii) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into their previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date Long Term Disability payments became effective.
- (iv) If their previously held position is occupied by a more senior employee, the employee will be entitled to exercise their bumping options and/or layoff to recall protection pursuant to Article 7.
- (v) If the employee returns after more than two years from the date Long Term Disability payments became effective and there are no placement options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 7.

**ARTICLE 17 - FLEX BENEFITS PROGRAM**

Part time employees hired prior to October 18, 2012, will be grandfathered with full-time equivalent benefits and will be eligible to participate in the Retiree Benefit Plan.

**Retiree Benefits**

Eligible employees who retire during the term of this collective agreement will receive retiree benefits per the 2006 to 2011 collective agreement as amended in the Memorandum of Agreement signed by the Parties on October 18, 2012. These Plan details will be posted on the Company electronic information site. The Parties agree that the terms of the retiree benefits will be renegotiated upon the expiry of this agreement.

## ARTICLE 18 - ANNUAL VACATIONS

Effective January 1<sup>st</sup>, 2006, regular employees will be granted annual vacation entitlements as provided below.

### 18.01 Year of Hire Vacation Entitlement

For new employees, from their date of hire, 3 weeks' annual vacation will be granted on a pro-rated basis in their year of hire.

### 18.02 Annual Vacation Entitlements

Employees will be granted vacations based on service at the previous December 31<sup>st</sup> as follows:

1 through 6	3 weeks
7 through 16 years	4 weeks
17 through 24 years	5 weeks
25 through 29 years	6 weeks
30 or more	7 weeks

18.03 For the purposes of this Article, a week of vacation shall constitute 37 ½ hours.

18.04 Vacation pay shall be based upon an employee's regular base salary rate in effect on the day preceding a paid vacation or, depending upon the vacation entitlement, 4% (2 weeks), 6% (3 weeks), 8% (4 weeks), 10% (5 weeks), 12% (6 weeks), or 14% (7 weeks) of actual gross earnings during a calendar year, whichever is the greater. Adjustments in respect to vacation pay shall be made by April 1 of the following year or upon termination.

The additional annual vacation days in article 18.06 will factor into the calculation based on an employee's current % for the annual vacation payout adjustment.

18.05 In the year prior to becoming entitled to four, five or six weeks' annual vacation, an employee shall receive an increased annual vacation based on the date his/her service anniversary occurs in that year, as follows:

<b>Service Anniversary Date (both dates inclusive)</b>	<b>Additional Annual Vacation</b>
January 1 to March 14	5 work days
March 15 to May 26	4 work days
May 27 to August 7	3 work days
August 8 to October 19	2 work days
October 20 to December 31	1 work day

### 18.06

An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to his supervisor postpone such vacation provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year.

### 18.07

An employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his supervisor, be removed from vacation and placed on sick leave as eligible under "Article 16" provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year. In either case, sickness or accident must be proved by a doctor's certificate. Sickness or accident of less than five consecutive working days duration shall not be considered under this marginal paragraph.

## **ARTICLE 19 - SPECIAL VACATION**

### **19.01 Eligibility**

- (a) Only grand-parented employees with five years or more of service at December 31, 2006 will remain eligible for Special Vacation.
- (b) Employees who complete their fifth year of service prior to December 31, 2006 shall be eligible for fifteen Special Vacation days commencing January 1, 2007. These Employees shall become eligible for a further fifteen days of Special Vacation following each subsequent five-year qualifying period.

### **19.02 Conditions Governing Special Vacations**

- (a) They shall be taken at times which are suitable to both the Company and the employee.
- (b) The allocation of Annual Vacations shall have priority over the allocation of Special Vacations.
- (c) In determining the length of a Special Vacation, a week shall mean a normal work week. Where a Statutory Holiday falls within a week taken as Special Vacation, the employee shall receive an additional day off with pay.
- (d) Special Vacation pay shall be computed on the basis of the employee's regular salary at the time the Special Vacation is taken.
- (e) Within the first 12 months following the five-year qualifying period, employees will be required to either schedule their Special Vacation to be taken within the remaining 48 months or agree to be paid out for any unscheduled Special Vacation. Payout, if elected, will be made within two pay periods of the Employee's election.
- (f) If an employee leaves the service of the Company, or retires to pension, or his employment is terminated and he is at that time entitled to a Special Vacation, they will be paid a sum equal to the amount of Special Vacation pay which they would have received if they had taken their Special Vacation in the three week period immediately preceding the date on which they leave the service of the Company, or retires to pension, or his employment is terminated. In addition, he shall be paid a sum proportionate to the service he has completed in the next five year qualifying period. Should his employment be terminated by his death, such sums shall be paid to his estate.
- (g) Absence by an employee during a five year qualifying period due to sickness or accident up to a total of 12 months or absence for any reason other than sickness or accident up to 30 consecutive days shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of 12 months, or any absence for other reasons in excess of 30 consecutive days shall result in a pro-rata reduction in Special Vacation pay but shall not affect the time allowed for Special Vacation.

## **ARTICLE 21 – OVERTIME**

Work in excess of the normal hours of work as defined in Article 15 will receive payment at 200% of the employee's hourly rate for all overtime worked.

Employees who perform overtime work, as a continuation of a regular shift, for a period of two hours shall be entitled to a meal period. Such employees will be paid 1/2 hour at the prevailing overtime rate for such meal period. Where it is not practical to provide a meal, or where the employee elects not to have a meal, they shall instead receive 3/4 of one hour's pay at the prevailing overtime rate. An additional meal period, with pay of 1/2 hour at the prevailing overtime rate shall be allowed for each additional four hours of overtime work.

### **OVERTIME BANKING**

- (a) At the employee's request, the Company shall withhold from the proceeds of the employee's pay, the overtime earnings. At a time mutually convenient to the employee and the Company, the employee may take time off with pay, to the extent his accumulated overtime permits.
- (b) Banked overtime in excess of 80 hours will be paid out on the first pay in April and the first pay in November at the employee's current rate.
- (c) Employees requesting overtime payout may do so at any time, but must direct this request in writing to the pay office. The amount specified to be paid out shall be forwarded on the following payday.
- (d) Employees will be allowed the option of placing this accumulated overtime into a pre-retirement account. Overtime accumulated in this account will be used immediately prior to entering pension status at FortisBC. Other access to this account will be limited to those employees who sever their employment relationship with the Company, or wish to utilize a one time per year lump sum contribution to RRSP accounts. Any other special consideration must be approved by the Manager, Human Resources.

## **ARTICLE 23 - SALARY ADMINISTRATION**

The Company shall pay basic salary or wage rates (hereinafter referred to as "base rates") to employees in accordance with Appendix "A" which is attached hereto and forms part of this Agreement.

- (a) Full time employees shall be paid on a bi-weekly basis and there shall be 26 such payments in a given year. For conversion purposes only, bi-weekly payments shall be calculated by dividing yearly salary in Appendix "A" by 26, and hourly rates shall be calculated by dividing the bi-weekly rate by 75 hours (1950). Salaries shall be paid every second Friday.
- (b) Part time employees will be paid on the basis of hourly wage rates. Such hourly rates will be calculated on the basis of the annual salary equivalent divided by 26 (pay dates) and then 75 (hours) (1950). Part time employees shall be paid on a bi-weekly basis every second Friday, for wages earned as at Thursday of the preceding week.
- (c) Payment shall be made by direct deposit to the bank, credit union or other financial institution of the employee's choice.

The Company will continue to compensate the grand parented Electric employees (LOU#42) with the 2019 wage rate up until March 31, 2020.

Upon order of the Amalgamated Collective Agreement, the Company will compensate all grand parented Electric employees (LOU#42) with a lump sum payment of 2% based on each employee's base salary

retroactive to January 1, 2020. This compensation is to cover the period of January 1, 2020 to March 31, 2020 and will be considered pensionable earnings.

Effective April 1, 2020, the following Salary Wage Rate will apply:

- a) Salaries, bi-weekly and hourly salary scales shall be increased by a further 2% effective April 1, 2020.
- b) Salaries, bi-weekly and hourly salary scales shall be increased by a further 2% effective April 1, 2021.
- c) Salaries, bi-weekly and hourly salary scales shall be increased by a further 2% effective April 1, 2022.

### **Salary Protection**

If a grand parented FBC employee bids into an Amalgamated Collective Agreement job classification, and the salary rate is less than what the grand parented FBC employee is currently earning under the LOU, the Company will provide salary protection to the employee.

It is agreed that the grand parented FBC employee's salary will be red circled in accordance to Article 18 of the Amalgamated Collective Agreement.

### **Temporary Promotions**

An employee required by the Company to perform work temporarily in a higher job classification than his/her normal classification, for 2 hours or less during a shift shall be paid the higher classification rate for the time worked, and if for more than 2 hours during a shift shall be paid the higher classification rate for the whole shift.

## Appendix A - Annual Salary Scale

Effective April 1, 2019

### Appendix "A" Salary Scales (MoveUP Electric)

#### Annual Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	45,222	48,990	52,760	56,529	
6	132-151	48,990	53,059	57,154	61,223	
7	152-171	52,741	56,038	59,313	62,626	65,904
8	172-191	56,414	59,957	63,478	67,002	70,523
9	192-211	60,360	64,155	67,923	71,690	75,459
10	212-231	64,587	68,643	72,677	76,709	80,740
11	232-251	69,110	73,448	77,765	82,081	86,394
12	252-271	73,946	78,589	83,207	87,823	92,442
13	272-291	79,124	84,090	89,034	93,973	98,913

#### Bi-Weekly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	1,739.29	1,884.22	2,029.21	2,174.21	
6	132-151	1,884.22	2,040.74	2,198.22	2,354.75	
7	152-171	2,028.50	2,155.30	2,281.27	2,408.69	2,534.78
8	172-191	2,169.77	2,306.03	2,441.45	2,576.99	2,712.41
9	192-211	2,321.52	2,467.50	2,612.41	2,757.29	2,902.26
10	212-231	2,484.13	2,640.12	2,795.27	2,950.35	3,105.39
11	232-251	2,658.08	2,824.93	2,990.96	3,156.98	3,322.84
12	252-271	2,844.08	3,022.65	3,200.25	3,377.81	3,555.44
13	272-291	3,043.25	3,234.23	3,424.37	3,614.33	3,804.37

#### Hourly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	23.19	25.12	27.06	28.99	
6	132-151	25.12	27.21	29.30	31.40	
7	152-171	27.05	28.73	30.42	32.12	33.79
8	172-191	28.93	30.74	32.55	34.36	36.17
9	192-211	30.96	32.90	34.83	36.76	38.70
10	212-231	33.12	35.20	37.27	39.34	41.40
11	232-251	35.45	37.67	39.88	42.10	44.31
12	252-271	37.92	40.30	42.67	45.03	47.41
13	272-291	40.58	43.13	45.66	48.20	50.72

2%

**Effective April 1, 2020**  
**Appendix "A" Salary Scales (MoveUP Electric)**

**Annual Salary Scale**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	46,126	49,969	53,815	57,660	
6	132-151	49,969	54,120	58,297	62,448	
7	152-171	53,796	57,159	60,499	63,878	67,222
8	172-191	57,542	61,156	64,747	68,342	71,933
9	192-211	61,567	65,438	69,281	73,123	76,968
10	212-231	65,879	70,016	74,131	78,243	82,355
11	232-251	70,492	74,917	79,320	83,723	88,122
12	252-271	75,425	80,161	84,871	89,580	94,290
13	272-291	80,707	85,772	90,814	95,852	100,892

**Bi-Weekly Salary Scale**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	1,774.08	1,921.90	2,069.79	2,217.69	
6	132-151	1,921.90	2,081.55	2,242.18	2,401.85	
7	152-171	2,069.07	2,198.41	2,326.90	2,456.86	2,585.48
8	172-191	2,213.17	2,352.15	2,490.28	2,628.53	2,766.66
9	192-211	2,367.95	2,516.85	2,664.66	2,812.44	2,960.31
10	212-231	2,533.81	2,692.92	2,851.18	3,009.36	3,167.50
11	232-251	2,711.24	2,881.43	3,050.78	3,220.12	3,389.30
12	252-271	2,900.96	3,083.10	3,264.26	3,445.37	3,626.55
13	272-291	3,104.12	3,298.91	3,492.86	3,686.62	3,880.46

**Hourly Salary Scale**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	23.65	25.63	27.60	29.57	
6	132-151	25.63	27.75	29.90	32.02	
7	152-171	27.59	29.31	31.03	32.76	34.47
8	172-191	29.51	31.36	33.20	35.05	36.89
9	192-211	31.57	33.56	35.53	37.50	39.47
10	212-231	33.78	35.91	38.02	40.12	42.23
11	232-251	36.15	38.42	40.68	42.93	45.19
12	252-271	38.68	41.11	43.52	45.94	48.35
13	272-291	41.39	43.99	46.57	49.15	51.74

2%

Effective April 1, 2021

Appendix "A" Salary Scales (MoveUP Electric)

Annual Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	47,049	50,969	54,891	58,813	
6	132-151	50,969	55,203	59,463	63,697	
7	152-171	54,872	58,302	61,709	65,156	68,567
8	172-191	58,693	62,379	66,042	69,709	73,372
9	192-211	62,798	66,747	70,667	74,586	78,508
10	212-231	67,197	71,416	75,613	79,808	84,002
11	232-251	71,902	76,416	80,907	85,398	89,884
12	252-271	76,933	81,764	86,568	91,371	96,176
13	272-291	82,321	87,487	92,631	97,769	102,910

Bi-Weekly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
	112-131	1,809.56	1,960.34	2,111.19	2,262.04	
6	132-151	1,960.34	2,123.18	2,287.02	2,449.89	
7	152-171	2,110.45	2,242.38	2,373.44	2,506.00	2,637.19
8	172-191	2,257.43	2,399.19	2,540.09	2,681.10	2,821.99
9	192-211	2,415.31	2,567.19	2,717.95	2,868.69	3,019.52
10	212-231	2,584.49	2,746.78	2,908.20	3,069.55	3,230.85
11	232-251	2,765.46	2,939.06	3,111.80	3,284.52	3,457.09
12	252-271	2,958.98	3,144.76	3,329.55	3,514.28	3,699.08
13	272-291	3,166.20	3,364.89	3,562.72	3,760.35	3,958.07

Hourly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	24.13	26.14	28.15	30.16	
6	132-151	26.14	28.31	30.49	32.67	
7	152-171	28.14	29.90	31.65	33.41	35.16
8	172-191	30.10	31.99	33.87	35.75	37.63
9	192-211	32.20	34.23	36.24	38.25	40.26
10	212-231	34.46	36.62	38.78	40.93	43.08
11	232-251	36.87	39.19	41.49	43.79	46.09
12	252-271	39.45	41.93	44.39	46.86	49.32
13	272-291	42.22	44.87	47.50	50.14	52.77



2%

Effective April 1, 2022

Appendix "A" Salary Scales (MoveUP Electric)

Annual Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	47,990	51,988	55,989	59,989	
6	132-151	51,988	56,307	60,652	64,971	
7	152-171	55,969	59,468	62,944	66,459	69,938
8	172-191	59,867	63,626	67,363	71,103	74,839
9	192-211	64,054	68,082	72,080	76,078	80,078
10	212-231	68,541	72,845	77,125	81,404	85,682
11	232-251	73,340	77,944	82,525	87,105	91,682
12	252-271	78,472	83,399	88,300	93,199	98,100
13	272-291	83,968	89,237	94,483	99,725	104,968

Bi-Weekly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	1,845.75	1,999.55	2,153.41	2,307.28	
6	132-151	1,999.55	2,165.64	2,332.76	2,498.89	
7	152-171	2,152.66	2,287.23	2,420.91	2,556.12	2,689.93
8	172-191	2,302.58	2,447.17	2,590.89	2,734.72	2,878.43
9	192-211	2,463.62	2,618.53	2,772.31	2,926.06	3,079.91
10	212-231	2,636.18	2,801.72	2,966.36	3,130.94	3,295.47
11	232-251	2,820.77	2,997.84	3,174.04	3,350.21	3,526.23
12	252-271	3,018.16	3,207.66	3,396.14	3,584.57	3,773.06
13	272-291	3,229.52	3,432.19	3,633.97	3,835.56	4,037.23

Hourly Salary Scale

Job Group	T.S.K. Point Range	Entry Level	Six Month	1 Year	2 Year	3 Year
5	112-131	24.61	26.66	28.71	30.76	
6	132-151	26.66	28.88	31.10	33.32	
7	152-171	28.70	30.50	32.28	34.08	35.87
8	172-191	30.70	32.63	34.55	36.46	38.38
9	192-211	32.85	34.91	36.96	39.01	41.07
10	212-231	35.15	37.36	39.55	41.75	43.94
11	232-251	37.61	39.97	42.32	44.67	47.02
12	252-271	40.24	42.77	45.28	47.79	50.31
13	272-291	43.06	45.76	48.45	51.14	53.83

## **ARTICLE 24 - JOB CLASSIFICATIONS - DESCRIPTION ADMINISTRATION**

24.01 The Company will prepare and maintain detailed job descriptions, a copy of which will be provided to the Union and employees.

Job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible.

24.02 Employees may be required to perform other duties from time to time. These duties may be omitted from the job description provided such duties do not significantly affect the value of the job. Such job descriptions shall express as clearly as possible the education, experience and skills required to do the job. All job descriptions prepared and maintained by the Company shall bear the date of their last revision.

### **24.03 Joint Job Evaluation Process**

The job evaluation process below will remain in place until a new joint Job Evaluation process is created. During the term of this collective agreement, the Company and Union agree to work towards a new job evaluation framework.

- (a) Should the Company determine that a new job classification is required and, as a result, a new salary scale is required, then the Company will implement an interim salary scale for the job. The Company and the Union will determine, through the Joint Job Evaluation Committee, the actual salary scale for the job.
- (b) The incumbent(s), the Company or the Union may request that a job be reviewed by the Joint Job Evaluation Committee. Eligibility for re-evaluation will be met by satisfying one of the following conditions:
  - (i) A collection of tasks which has not been rated on the joint Job Evaluation Plan.
  - (ii) A change has occurred in an existing job which it is felt will lead to a change in the evaluation of the job.
  - (iii) A minimum of 12 months in the position is required prior to an employee requesting a job evaluation to remove a TBR (To Be Reviewed) rating. Once the new job has existed for 12 months, it must be evaluated within six months.
- (c) The incumbent(s) will obtain a Job Fact Sheet from Human Resources and submit the completed Job Fact Sheet to the Joint Job Evaluation Committee.

### **24.04 JOINT EVALUATION COMMITTEE**

- (a) The Joint Job Evaluation Committee shall consist of four persons, two appointed by the Company and two appointed by the Union. The Committee will select a rotating chair every six months.
- (b) The Joint Job Evaluation Committee will meet once every four months or more frequently at the call of the Chair. The Committee will meet to review changes in duties and/or responsibilities in existing jobs and to review new "to be reviewed" jobs. The Committee will establish the appropriate point rating for the job using the "Factor

Grade-Point Conversion Table" as outlined in the Joint Job Evaluation Plan. In the event that the Committee is unable to agree, then the dispute will be submitted to a single arbitrator as per Article 3 Amalgamated Document.

- (c) Should the Joint Job Evaluation Committee be required to interview incumbents of jobs being reviewed then that interview will be conducted by one Company committee member and one Union committee member.

24.05 Should the Parties be unable to agree on the rates of pay for any new job or be unable to agree on the rates of pay for an existing job where the duties and responsibilities have changed, then the matter will be referred to a single arbitrator whose decision shall be final and binding. Each Party will pay the expenses incurred in connection with the presentation of its own case and will share the expenses and fees of the Board.

24.07 In establishing rates of pay, an arbitrator will be guided as follows:

- (a) the arbitrator will establish rates in accordance with one of the listed pay grades in Appendix "A" except that an arbitrator may establish a pay grade higher than the highest pay grade set out in Appendix "A" if such is appropriate but such higher pay grade, when established, will bear the appropriate relative relationship to the existing pay grades;
- (b) the arbitrator in making this decision will consider all the changes in job duties and/or responsibilities which have occurred in the job since the previous job description was prepared and which established the previous pay classification level, or the job duties and/or responsibilities contained in the job description of any new job;
- (c) the arbitrator can compare the duties and responsibilities of any job in dispute with the duties and responsibilities of any other job covered by the Agreement in arriving at the decision except that the comparative jobs may be specifically limited by mutual agreement of the Parties.

## ARTICLE 31 - COPE-FORTISBC PENSION PLAN

### 31.01 Joint Committee (Former LOU WKP OTEU-95-2)

Pension Chair - The Parties agree that the COPE-FortisBC Pension Plan Joint Committee of trustees shall consist of six trustees of whom three shall be appointed by the Company and three shall be appointed by the Union. The Chairperson shall be on a rotational basis among the trustees or as otherwise determined by the trustees.

The salary and expenses incurred by the Company appointees while serving as a trustee shall be borne by the Company. The salary and expenses incurred by Union appointees while serving as a trustee shall be borne by the Union. Employees appointed as trustees shall, however, have their salaries maintained by the Company.

### 31.02 Contribution Rate (Former Article 17.06 )

Effective February 1, 1992 the provisions of the West Kootenay Power Staff Union Pension Plan for OPEIU Union Employees, 1992 shall come into effect. Effective February 1, 1995, the Company's contribution rate will be increased by 2.8% of base pay to provide for a reduction of the same amount in members' contributions.

### 31.03 OPEIU Pension Plan Amendments

The OPEIU Pension Plan will be amended to reflect the following:

- The PPSUE and OPEIU 1992 Pension Plan will be consolidated with an accrual rate of 1.1 for pre 1982 service effective February 1, 1997. The cost of the consolidation will be borne by the Company.
- an integration level of 75% of YMPE effective February 1, 1997
- Addition of "85 point rule" effective February 1, 1997
  - only actual service with the Company will count towards the 85 points (i.e. there is no "grow-in" provision);
  - there is no minimum age requirement to be eligible for the unreduced early retirement benefits; and
  - the early retirement reductions will be determined from the member's earliest unreduced retirement date.
- Effective February 1, 1998 change the definition of final average earnings from the best of 60 months to the best of 36 months.
- The equivalent of Rate 9 will be utilized to offset the employee portion of the cost of the 85 point rule/integration/final average earnings of the OPEIU 1992 Pension Plan.
- Effective February 1, 2000 the OPEIU 1992 Pension Plan shall be amended to allow an employee the opportunity to retire with full basic pension at the earlier of age 60 or the age at which the member's age plus service equals 80. The Parties accept the cost estimate of this change to be 0.8% of payroll. Effective February 1, 2000, employee contributions will rise by 0.8% of payroll to support this change.

- Effective February 1, 2000 the definition of plan earnings in the OPEIU 1992 Pension Plan shall be amended to read:
  - 80% of earnings up to the Canada Pension Plan's "year's maximum pensionable earnings" plus 100% of earnings in excess of that maximum. The Parties accept the cost estimate of this change to be 1.4% of payroll. The costs of this change will be implemented as follows: for the year February 1, 2000 to January 31, 2001, employee contributions will rise by 1.4%. Effective February 1, 2001, Company contributions will rise by 0.7% and employee contributions will decrease by 0.7%.

Effective February 1, 2002, Company contributions will rise by the remaining 0.7% and employee contributions will decrease by 0.7%.

The Parties confirm that the provisions of the OPEIU – WKP Pension Plan in respect of the January 1, 2000 actuarial valuation will apply (A4.02A).

#### 31.04 Pension Eligibility

- (a) Full-time Regular employees shall be eligible to join the COPE-FortisBC Pension Plan in accordance with Article 6.02.
- (b) Part-time Regular and Temporary employees shall be eligible to join the COPE-FortisBC Pension Plan on the first day of a month, not earlier than the effective date, at which time the employee
  - (i) has completed at least 24 months of continuous service in which he or she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
  - (ii) is actively at work.

Pension entitlements will be prorated on the basis of hours actually worked in a given period.

**LOU #2 - RE: EMPLOYMENT OF STUDENTS**

(Formerly Letter of Understanding No. 95-1)

Students employed during the regular holiday period of the educational institution to which they have been admitted or are attending shall be employed for a duration not exceeding four (4) months and must intend to return to their educational institution. During this period students may be assigned, transferred, demoted or terminated as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted. Students shall not be entitled to Floating Statutory Holidays, sick leave, long term disability or any of the benefit plans outlined in Article 17 of this collective agreement.

In the case of a general reduction or layoff of bargaining unit employees at specific headquarters, students shall be terminated before regular employees are displaced. The Company will provide 2 days notice or pay in lieu of notice to students terminated prior to the normal expiration of their work term.

Compensation for students performing work under the COPE certification shall be at the Job Group 5 entry level. If there is a requirement to have students work at a higher level than Job Group 5 it is agreed that the parties will meet to determine the appropriate job group level.

Students must become and remain members of the Union as a condition of employment as outlined in Article 2 of this agreement.

Students will qualify for designated stat holidays provided they are on active rolls at the time of such holiday. Students will receive 8.0% of gross earnings in lieu of Statutory Holidays and Vacation.

The Company will endeavor to advise the Union with at least 2 weeks advance notice prior to employment of students.

Amended: December 4, 2013

**LOU #3 - RE: CALL-OUT REST PERIOD**  
(Formerly Letter of Understanding No. 95-3)

On very rare occasions, COPE staff are called out to work in conjunction with I.B.E.W. crew call-outs. On these occasions, if necessary, the following will apply:

- (i) Where an employee commences overtime work earlier than four (4) hours prior to his regular shift he shall be allowed a five (5) hour rest period immediately preceding the start of his regular shift. If the employee's regular shift is scheduled to commence before expiry of the five (5) hour rest period he will be permitted to remain at rest for the rest period and will be paid his standard hourly rate for the hours of his regular shift which falls within the rest period. The employee will receive his standard hourly rate for the remainder of his regular shift which he works.
- (ii) Where the employee is directed by his supervisor to return to work before he has completed his five (5) hour rest period he shall be compensated at the overtime rate for the time worked during the balance of time remaining in the five (5) hour rest period.
- (iii) Where an employee returns to work for his regular shift or works into a regular day without rest time, and without his supervisor's authorization to do so, the provisions of (ii) will not apply.

The COPE agreement, however, does not address the issue of rest periods following emergency call-outs.

The Company in its determination to treat all employees fairly, during an emergency call-out, is prepared to pay COPE staff as per the above.

Amended: December 4, 2013

**LOU #4 - RE: JOINT JOB EVALUATION SYSTEM**  
(Formerly Letter of Understanding No. 96-1)

In order to clarify the time line associated with a Job Evaluation Request from start to finish, the Union agrees to the following:

- (1) A Job Request Form be filled out by the incumbent, asking for this review. The Date on this Form is the basis for all future compensation arising from such evaluation.

Under our present system of the Joint Committee meeting at least twice per year, there is no reason for any Job Review Request not to be completed in any given calendar year. The responsibility is upon the incumbent to ensure that the job fact sheet and all dates required is returned to the Job Evaluation Coordinator in a timely fashion.

The Job Evaluation Coordinator is responsible to ensure that the incumbents are advised of upcoming Committee Meetings so that their information is available for review by this committee.

Should by chance any impediments to the above, which are beyond the control of the incumbent to facilitate a timely review, then the Language of the Collective Agreement Article 24.06 will apply for date of compensation.

The Job Request Form should be supplied by the Job Evaluation Committee Chair.



## **LOU #5 - RE: COMMUNITY AMBASSADOR**

FortisBC PowerSense Community Ambassador's will represent FortisBC Inc. PowerSense at community events and energy initiatives within communities throughout the FortisBC service area to promote energy efficiency and energy conservation programs. The parties recognize that the FortisBC PowerSense Community Ambassador's are a unique group of temporary part time employees who are hired on an as required basis and who require increased flexibility due to varied working hours and work days that are even specific. The parties agree to the following terms:

1. FortisBC PowerSense Community Ambassador's will be hired as temporary part time, Job Group 6.
2. A work day consists of any consecutive hours up to 7.5 hours, exclusive of lunch period, and may be scheduled between 6:00 and 22:00 at straight time rates. Time worked in excess of 7.5 hours per day or 37.5 hours per week will be compensated at overtime rates in accordance with the Collective Agreement.
3. A work week shall consist of up to 37.5 hours, consisting of up to five days, Monday through Sunday. Days worked in excess of five days in a work week will be compensated at overtime rates in accordance with the Collective Agreement.
4. Due to the nature of the work performed, regular weekend work is required. There is no limit on the number of weekends the FortisBC PowerSense Community Ambassador's work. FortisBC PowerSense Community Ambassador's will be assigned as permanent headquarter. Due to the nature of their work, they may work in various locations. Article 22.06 will not apply should the location they are working not require an overnight stay.
5. The Company will post the schedules at least two weeks in advance. If, due to legitimate business needs, it becomes necessary to vary a schedule with less than two weeks notice, the Company will ask for volunteers. Where no employee voluntarily accepts such a shift change, the Company will vary the schedule in an equitable manner and those impacted by the change will receive the following premiums:

Change in hours of work on a pre-scheduled day:

- 48 hours notice – no penalty
- Less than 48 hours notice –overtime pay for the difference in shift
- In the case of a cancelled shift with less than 48 hours notice, a minimum of 2 hours will be paid.

Change in scheduled days off:

- Minimum of one week's notice – no penalty
- Less than one week's notice – compensated at overtime rates for hours worked on scheduled days off.

6. FortisBC PowerSense Community Ambassador's will receive vacation pay in accordance with Article 18 of the COPE Collective Agreement and 12% in lieu of benefits.
7. All other terms and conditions outlined in the COPE/FortisBC Collective Agreement will apply.
8. Either party may discontinue this LOU with 30 days written notice to the other party.

Amended: December 4, 2013

**LOU #7 - RE: CO-OPERATIVE EDUCATIONAL STUDENTS**  
(Formerly Letter of Understanding No. 96-3)

This will confirm the conditions with respect to the hiring of students under a Co-operative Education Program.

1. For the purposes of this letter, a co-op student is a student who is enrolled as an undergraduate, in a co-op program at a recognized College or University at all times during the period of employment.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work. The employment of Co-op Educational Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement.
3. Any co-op student employed under this Letter of Understanding, will have a maximum employment period that matches their education institution program. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
4. Co-op students may be re-employed provided there is at least one co-op period of absence between periods of employment. In such instances, the co-op student will advance one level on the salary schedule noted below.
5. Co-op students will not be entitled to sick leave and will not participate in the benefits outlined in Article 17 or the Pension Plan. Co-op Education Students will not be entitled to apply for regular or temporary COPE bulletined positions.
6. Co-op students will qualify for designated stat holidays provided they are on active rolls at the time of such holiday. Co-op students will receive 8% of gross earnings in lieu of vacation and Statutory Holiday pay.
7. Either Party retains the right to discontinue participation in Co-operative education programs with four months notice to the other.
8. The COPE will be advised of the student's name, position and department prior to placement. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

<u>WORK TERM</u>	<u>PAY GROUP</u>
1	Group 5 Entry level
2	Group 5 6 mo. level
3	Group 5 1 yr. level
4	Group 5 2 yr. level

Amended: December 4, 2013

**LOU #8 - RE: FLEXIBLE WORK WEEK**  
(Formerly Letter of Understanding WKP-OPEIU 97-1)

During the current set of negotiations, discussions centered around the feasibility of compressed work schedules.

While neither the Company nor the Union had specific proposals to present during contract talks, it was agreed that the topic warranted further dialogue and investigation.

The parties therefore accept that specific requests for compressed work arrangements which are supported by the employee(s) and supervisor(s) will be a subject of discussion and perhaps mutual acceptance by the parties during the term of this agreement.

Amended: December 4, 2013

**LOU #11 - RE: TECHNICIAN/TECHNICAL ANALYST (INFORMATION SYSTEMS)**

Progression Schedule

	<b>Technician 1</b>	<b>Technician 2</b>	<b>Technician 3</b>	<b>Technical Analyst 1</b>	<b>Technical Analyst 2</b>
<b>Requirements</b>	Job Group 8	Job Group 9	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology
<b>Experience (external to FBC) to start in Position</b>	None	2 Years	4 years	N/A	N/A
<b>Experience (internal) before progression to next level</b>	2 Years	2 Years	2 Years	2 Years	N/A
<b><u>Notes</u></b>					
<b>1</b>	The skill levels outlined in the table represent the minimum experience and educational requirements in the above schedule for the given job group and must be achieved prior to advancing to the next level.				
<b>2</b>	New employees would not normally be hired into a position higher than JG 10- 2 year level. The exception to this would occur if a higher level position was vacant and no qualified personnel were available in house.				

Amended December 4, 2013

**Programmer/Systems Analyst (Information Systems)**

Progression Schedule

	<b>Application Programmer 1</b>	<b>Application Programmer 2</b>	<b>Analyst 1</b>	<b>Analyst 2</b>	<b>Analyst 3</b>
<b>Requirements</b>	Job Group 8	Job Group 9	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology
<b>Experience (external to FBC) to start in Position</b>	None	2 Years	4 years	N/A	N/A
<b>Experience (internal) before progression to next level</b>	2 Years	2 Years	2 Years	2 Years	N/A
<b>Notes</b>					
<b>1</b>	The skill levels outlined in the table represent the <u>minimum</u> experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.				
<b>2</b>	New employees would not normally be hired into a position higher than JG 10- 2 year level. The exception to this would occur if a higher level position was vacant and no qualified personnel were available in house.				

Amended December 4, 2013

**LOU #12 - RE: DRAFTER**

## Progression Schedule

	<b>Drafter 1</b>	<b>Drafter 2</b>
<b>Requirements</b>	Job Group 7	Job Group 8
<b>Minimum Education</b>	High School plus successful completion of design courses, such as Architectural & Building Engineering Technology, AutoCAD or Solidworks or educational equivalent.	1 year drafting certification program and design courses such as Architectural & Building Engineering Technology, AutoCAD or Solidworks or educational equivalent.
<b>Experience (external to FBC) to start in position</b>	None	2 years
<b>Experience (internal) before progression to next level</b>	2 years	<u>N/A</u>
<b><u>Notes</u></b>		
<b>1</b>	The skill levels outlined in the table represent the minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.	
<b>2</b>	New employees would not normally be hired into a position higher than JG 8- 2 year level.	
<b>3</b>	Educational equivalency will be determined by the Company.	

Amended December 4, 2013

**LOU #13 - RE: DESIGN TECHNICIAN/TECHNOLOGIST/ ENGINEER TECHNOLOGIST  
/AMFM DATA INTEGRITY COODINATOR**

Progression Schedule (for Generation, Stations, Transmission and Distribution)

	<b>Design Technician 1</b>	<b>Design Technician 2</b>	<b>Design/Engineer Technologist</b>
<b>Requirements</b>	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 year electrical or mechanical engineering technical diploma or educational equivalent.	2 year electrical or mechanical engineering technical diploma or educational equivalent.	2 year electrical or mechanical engineering technical diploma or educational equivalent
<b>Experience (external to FBC) to start in position</b>	None	2 years	4 years
<b>Experience (internal) before progression to next level</b>	2 years	2 years	N/A
<b>Notes</b>			
<b>1</b>	The skill levels outlined in the table represent the minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.		
<b>2</b>	New employees would not normally be hired into a position higher than JG 11 - 2 year level. The exception to this would occur if a higher level position was available and there were no qualified personnel available in house.		
<b>3</b>	Educational equivalency will be determined by the Company.		

Amended December 4, 2013

**LOU #14 RE: MATERIAL SERVICES (Buyer, Inventory Analyst, Material Coordinator)**

Progression Schedule

(Formerly Letter of Understanding WKP-OPEIU 2000-2)

<b>Requirements</b>	<b>Job Group 9</b>	<b>Job Group 10</b>	<b>Job Group 11</b>	<b>Job Group 12</b>
<b>Minimum Education</b>	Supply Management Training with minimum of 3 technical courses and all soft skill seminars and all Business Management Seminars through PMAC or educational equivalent.	Supply Chain Management Diploma as per the PMAC program or educational equivalent.	Completion of Year 2 of the Strategic Supply Chain Management Leadership Program (SSCMLP) through PMAC or educational equivalent.	Completion of the Strategic Supply Chain Management Leadership Program (SSCMLP) and CPP designation (name may change) through PMAC or educational equivalent.
<b>Experience (external to FBC) to start in Position</b>	2 years	4 years	6 years	8 years
<b>Experience (internal) before progression to next level</b>	2 years	2 years	2 years	N/A
<b>Notes</b>				
<b>1</b>	The skill levels outlined in the table represent the minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.			
<b>2</b>	New employees would not normally be hired into a position higher than JG 10- 2 year level. The exception to this would occur if a higher level position was vacant and no qualified personnel were available in house.			
<b>3</b>	Educational equivalency will be determined by the Company.			

Amended December 4, 2013



**LOU #15 - RE: SENIORITY CALCULATION FOR PART-TIME REGULAR EMPLOYEES ON LEAVES OF ABSENCE**

Listed in Article 14 of the Collective Agreement.  
(Formerly Letter of Understanding No. 2007-1)

- 1) The parties agree that Part-Time Regular employees who take an approved Leave of Absence pursuant to Article 14 shall accrue seniority during such leave. The rate of seniority accrual shall be the same as the rate of seniority accrual during the 52 calendar weeks prior to the week in which the employee last works immediately prior to commencement of their leave. If the employee's last shift is mid-week the calculation period would conclude at end-of-day on the previous Saturday.
- 2) The total work hours accumulated by the employee during this 52 week calculation period will be divided by 52 for a weekly average. This average will be the rate of accrual during the employee's Leave of Absence.
- 3) In the event the employee has less than 52 weeks of continuous service the calculation period will be the employee's total length of service.
- 4) This Letter of understanding may be rendered void by either the Company or the Union giving the other party at least thirty calendar days prior written notice of such termination.
- 5) The parties agree that this letter is to take effect on a go-forward basis effective January 1, 2008.
- 6) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth therein in writing, and shall so apply.

Amended December 4, 2013

## APPENDIX "C" - COPE JOB TITLES

### Job Group 5

Clerical Assistant  
Coop IS Technician

System Scheduler, SCC  
Technician 2 (IS Technical Progression)

### Job Group 6

Community Ambassador  
Mail Room Coordinator/First Aid

### Job Group 7

Accounts Payable Clerk  
Administrative Assistant  
Administrative Assistant – Asset Records  
Cash & Banking Coordinator  
Drafter 1 (Drafter Progression)

### Job Group 8

Application Programmer 1 (IS Application Progression)  
Asset Assistant  
Compliance Coordinator  
Drafter 2 (Drafter Progression)  
Engineering Assistant  
Facilities Coordinator  
Financial Assistant (TBR)  
Fleet Analyst (TBR)  
IT Data Coordinator  
Land Assistant  
Payroll Assistant (TBR)  
Project Coordinator  
Scheduling Assistant – System Control Centre  
Quality Assurance Analyst  
Technician 1 (IS Technical Progression)  
Training Coordinator (TBR)  
Customer Information Systems (CIS) Coordinator (TBR)  
Engineering Assistant

### Job Group 9

Application Programmer 2 (IS Application Progression)  
Business Assistant  
Buyer (Material Services Progression)  
Contracts Assistant (TBR)  
Energy Efficiency Representative  
Environmental Technician  
Net Ops Coordinator  
Payroll Administrator

### Job Group 10

Analyst 1 (IS Application Progression)  
AMFM Data Integrity Coordinator (Designer Progression)  
Application Programmer  
Business Analyst, Material Management (TBR)  
Buyer  
Compliance Analyst  
Customer Service Systems Analyst (TBR)  
Data Integrity Analyst  
Data Integrity Coordinator  
Design Technician 1 (Designer Progression)  
Engineering Technologist (Designer Progression)  
Financial Analyst  
Generation Scheduler  
Inventory Control Analyst (Material Services Progression)  
Material Coordinator (Material Services Progression)  
Operations Telecommunications Tech  
Planner Scheduler  
Technician 3 (IS Technical Progression)

### Job Group 11

Accounting Services Representative  
Analyst 2 (IS Application Progression)  
Design Technician (Designer Progression)  
Technical Analyst 1 (IS Technical Progression)  
Monitor & Evaluation Analyst

### Job Group 12

Analyst 3 (IS Application Progression)  
Budget & Forecast Analyst  
Business Analyst- Financial Systems  
Business Analyst- Materials Management  
Business Systems Analyst  
Contracts Specialist  
Corporate Reporting Analyst (TBR)  
Design Technologist (Designer Progression)  
PowerSense Energy Management Technical Advisor  
Engineering Technologist

Field Design Specialist  
Inventory Control Analyst  
Material Coordinator  
Protection & Control Technologist  
Revenue & Margin Analyst (TBR)  
Sr. Data Integrity Coordinator (Design  
Progression)  
Technical Advisor, C&EM

Technical Analyst 2 (IS Technical  
Progression)

**Job Group 13**

Sr. Systems Analyst  
Sr. Technical Analyst

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