

WITHOUT PREJUDICE OR PRECEDENT

Memorandum of Agreement (MOA)

**FortisBC
(the "Company")**

AND:

**MOVEUP
-(the "Union")**

(Collectively, the "Parties")

RE: Re-integration and Return to Work Telework Agreement - COVID-19 Pandemic

Telework was beneficial for a period of time due to the exceptional circumstances related to the pandemic. The previous Telework MOA, which had been extended by agreement, provided the Company and the Union the opportunity to lead through uncertainty as a result of the pandemic.

The Company continues to follow the recommendations outlined by the Government of Canada, Provincial Government and local Health Authorities. FortisBC will commence a gradual return to site for all FortisBC employees in alignment with the BC Restart Plan and FortisBC Executive Leadership Team determinations. This gradual return for FortisBC is expected to begin on September 20, 2021.

This FortisBC Re-Integration and Return to work is expected to begin on September 20, 2021 and this MOA will be in effect until December 31, 2021, at which time, should the Company determine that an extension is required, the Company will consult with the Union.

The Parties agree as follows:

1. The Company will require certain classifications and workgroups to return to their permanent headquarters 100% of the time, as per pre-COVID-19. For remaining classifications and/or workgroups, as determined by the Company, employees currently teleworking, in accordance with the Telework MOA, will return to their permanent headquarters in the following manner:

Option 1

Employees will start with one alternating week onsite as determined by the Company with the expectation to increase to a full return to the employees assigned headquarters and/or work location.

Option 2

Employees will work three days in one week as determined by the Company, then two days the following week as determined by the Company with the

expectation to increase to a full return to the employees assigned headquarters and/or work location.

2. Employees hired on or after September 18, 2021, will not be covered by this MOA and will work onsite for all scheduled shifts.
3. Where an issue with an assignment is identified, seniority will be the determining factor if required.
4. To the extent that operational requirements cannot be met with either Option 1 or Option 2, the Company will provide 72 hours' notice to the Union of modifications to the approach and/or intent to accelerate the timing of the full return to work onsite.
5. If employees are required to return their chair or monitor and are not able to safely return either in the same method they took it home, the Company will be responsible for courier costs associated with permanently returning this equipment back onsite.
6. Employees will be required to transport day to day equipment (e.g. laptop, mouse, power cords etc.) on their own time and any connection of their equipment will be completed on Company time.

As with the previous Telework MOA, when an employee is working remotely the Parties agree as follows:

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the Company has designated that the employee will telework.
2. The Company shall determine who is able to telework while taking into account the safety and well-being of employees and considering the following factors:
 - a) recommendations as outlined by the Government of Canada, Provincial Government and local Health Authorities.
 - b) the nature of the position, the job duties, and the impact on colleagues, business partners and customers.
 - c) the nature of equipment and supplies associated with the telework arrangement, including whether any net cost would be incurred by Company.

- d) the manner and frequency of contact between manager and employee.
3. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
 4. The Company may cancel individual or all Telework arrangements by notifying the Union. Generally, the Company will provide a minimum of 72 hours' notice in each circumstance. In unusual Operating circumstances, employees may be required to return to the office on shorter notice. The Company will exercise reasonableness and will take into consideration personal circumstances when employees are requested to return to the office on short notice.
 5. The provisions of all relevant workplace policies and guidelines, legislation, Terms and Conditions of Employment and/or relevant Collective Agreement provisions will continue to apply.
 6. The employee agrees to designate a workspace within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist them to identify hazards and will be responsible for completing and returning to their manager a hazard checklist that will be provided.
 7. The employee must notify their manager immediately of any job-related accidents/injuries or other circumstances that impact their ability to perform their job duties that occur in the Telework location.
 8. The cost of all required equipment and supplies provided by the Company will be paid for and maintained by the Company. The Company will approve access to the Company's network from the employee's Telework location. The Company will not reimburse any costs related to utilities, internet, modem, preferred office equipment, furniture and renovations but will provide reasonable reimbursement related to incidental expenses (e.g. paper, stationary).
 9. An employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the Telework location. This includes when an employee is required to return to the office at the Company's requirement.
 10. The employee is responsible for securing and protecting the Company's property, documents, and confidential information in the Telework workspace and will be provided with privacy and security information to review prior to commencing Telework.
 11. The employee must not conduct in-person meetings at the Telework location.

12. The employee must ensure dependent care arrangements are in place and that personal responsibilities at the Telework location are managed in a way, which allows the employee to be available to meet their work responsibilities.
13. The employee is expected to maintain the same level of professionalism during the Telework arrangement as in their normal place of work.
14. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.

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



Arlette La Freniere
FortisBC

____September 17, 2021____

Date



Cindy A. Lee
MoveUP

____September 17, 2021____

Date