

MEMORANDUM OF AGREEMENT – May 29, 2023

Between: FortisBC Energy Inc. And FortisBC Inc. (Customer Service Centres)

And: MoveUP (Canadian Office and Professional Employees Union, Local 378)

The Union and the Company met for collective bargaining arising after a Notice to Bargain dated May 27, 2022 and concluded with a Memorandum of Agreement on February 3, 2023. The parties then met in mediation and on May 29, 2023 both the Union and Company agreed to the Mediator's recommended terms of settlement. This Memorandum of Agreement represents the changes included in the February 3rd, 2023, Memorandum as well as the amendments contained within the Mediator's recommendation.

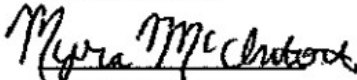
The Union Bargaining Committee unanimously recommends this tentative settlement for ratification as per the following:

1. All provisions of the previous Collective Agreement (with a term of April 1, 2017 to March 31, 2022) shall remain the same except for the changes set out herein.
2. This Memorandum of Agreement is subject to ratification by the Union membership. Results of the ratification vote will be communicated immediately to the Company following the vote.
3. All provisions of the renewed Collective Agreement or in this Memorandum of Agreement will become effective on the date of ratification unless specified otherwise.
4. The parties recognize that the implementation of the collective agreement will take some time as there are numerous changes to operational matters that need to be implemented. Specifically changes related to sick leave and benefits will be implemented as soon as feasibly possible.
5. Lump sum payments will be paid via an off-cycle payment.
6. All proposals not addressed herein will be considered withdrawn.
7. Any amendment to this Memorandum of Agreement must be confirmed in writing by both parties.
8. If this Memorandum is ratified, the Company agrees to provide the Union with a draft copy of the resultant Collective Agreement within thirty (30) days of the date of completion of the ratification vote and the Union will have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Company. The parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

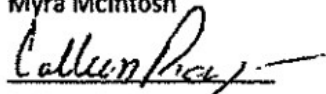
MEMORANDUM OF AGREEMENT

DATED AT Burnaby, British Columbia, this 29th day of May 2023.

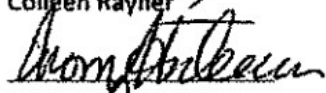
FOR THE UNION



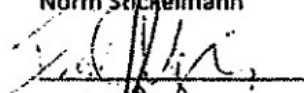
Myra McIntosh



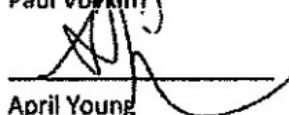
Colleen Rayner



Norm Stichelmann

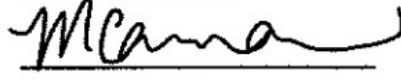


Paul Volkin

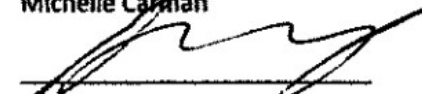


April Young

FOR MANAGEMENT



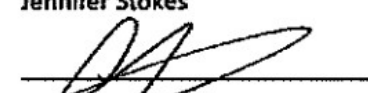
Michelle Carman



Amar Mangat



Jennifer Stokes



Colla Murchie

MEMORANDUM OF AGREEMENT

Amend

Housekeeping

1. Cover Page and duration to be amended to reflect duration of the collective agreement.
2. Footer throughout to reflect new duration of collective agreement
3. Delete underlining from last agreement of new language
4. Correct any numbering bullets or lettering out of sync
5. Correct any spelling, punctuation, and grammar so long as it does not change the intent of the agreement.
6. Provide uniformity and spacing for headers and sub-headers in the collective agreement
7. Sub-headers consistency - some have every word capitalized some do not (and, at, of)
8. Replace Employer with Company throughout the collective agreement (LOU #2, LOU #3, LOU#7)
9. Manager or Supervisor – consistency if they are the same
10. Print in a larger font
11. For consistency capitalize
 - o Company
 - o Union
 - o Party or Parties
 - o Agreement and Collective Agreement – when referring to the CA
 - o Job Steward, Union Representatives
12. Gender neutral language throughout the collective agreement
13. Where there is the symbol % it is also spelled out - six percent (6%)
14. Where there are dollar amounts – two dollars and fifty cents (\$2.50)
15. Where it is referenced “COPE” change to MoveUP (Canadian Office and Professional Employees Union, Local 378)
16. Where it is referenced “Labour Relations Department” or “Human Resources Department” change to People Department
17. Change all references from “Pregnancy Leave” to “Pregnancy/Maternity Leave”

Where the Company or Union do not agree to a specific housekeeping change in the revised agreement, the language will remain as it was in the expired agreement.

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Amend

1.04 Activities of the Union on Company Time

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. The Union shall advise management as to who represents the Union as Union Officers, Job Stewards and Union Representatives.

Job Stewards may carry out their Union duties relative to the Agreement on Company time in the town in which the Steward is located, subject to their Supervisor's approval. The approval for Stewards to conduct Union duties on Company time shall not be unreasonably withheld and is subject to business needs. These duties and responsibilities shall include, but are not limited to the following activities:

- a. Investigating issues pursuant to Article 3;
- b. Posting Union bulletins and/or notices on the designated bulletin boards;
- c. Participation in Job Steward Meetings;
- d. Orientation of new employees (as outlined in Article 1.06 (b)); and,
- e. Attending Joint Company/Union committee meetings.

*Note:

1. Where an employee requires the support of a Steward, they normally will receive the support of a Steward based out of the same headquarter location.
2. Occasionally, for issues that are significantly private to an employee, an employee may receive the support from a Steward that is not based at the employee's location. In such cases, the Steward will support via video or telephone.

Amend

1.06 Bulletin Boards and Communications

- (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 MoveUP meetings, MoveUP elections, job bulletins to fill vacancies in the MoveUP office and notices of appointment, all notices shall be submitted to the Company for approval before being posted, subject to that approval not being unreasonably denied.

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Move from Article 1.11 and Amend as follows

1.06

(b) The Company shall provide each employee with a copy of the Collective Agreement within ninety (90) calendar days of a revised ~~agreement~~ Agreement being ratified and signed by both ~~parties~~ Parties. ~~New employees shall be provided with a copy of the Collective Agreement during new employee onboarding and training at the time of their hire.~~ In addition, the Company will allow up to one-half (1/2) hour of paid time at the Company's employee orientation sessions for a Job Steward ~~Union Representative~~ to meet with new employees for the purpose of informing them of their rights and obligations as Union members. Where the onboarding and training session is greater than ~~fifteen~~ twelve (12) employees, the Job Steward will be provided with one (1) hour to meet with the employees. New employees shall be provided with a copy of the Collective Agreement prior to the Job Steward introduction session

~~(b) The Company shall provide standard remote access to Connector to Union Representatives who are assigned to the bargaining unit.~~

Amend

1.08 **No Discrimination**

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 the Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, ~~age~~, sex, sexual orientation, gender identity or expression, or age of that person or any other grounds under the BC Human Rights Code.

Amend

1.09 **Bargaining Unit Work**

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.

Amend

1.10 **Excluded Assistant**

Any person or persons holding the job or position of Secretary Assistant to the Customer Service Centres Managers or the Director ~~of Customer Care~~ for the Company's customer service centres shall be exempt from the bargaining unit represented by MoveUP-.

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Delete Article 1.11

Amend

1.12 Joint Consultation Committee

- (a) A consultation committee shall be established in accordance with Section 53 of the BC Labour Relations Code.
- (b) At the request of either ~~party~~Party, the ~~parties~~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~~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~~work-related skills and to promote workplace productivity.

Amend

1.13 Indemnity

~~The Company will indemnify and hold harmless Company employees from legal liabilities imposed upon them arising from their normal course of employment in the case of gross negligence or willful misconduct by an employee.~~

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.

Amend

1.14 Company Communication Equipment

- a. Union Representatives and Stewards will be allowed the use of the ~~Employer's~~ Company's equipment, including telephones, fax machines and e-mail for purposes of business correspondence between the Union office and the Employer only.
- b. The Company shall provide standard remote access to the Company's ~~intranet~~Connector to Union Representatives who are assigned to the bargaining unit.

MEMORANDUM OF AGREEMENT

Amend

- 1.16** 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 LOU 5 and 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.

In the event of a lawful picket line at an employee's regular work location, employees will make themselves available to work at an alternate location as directed by the Company.

Amend

3.01 Grievance Steps

Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement will be dealt with in the following manner. The employees shall continue to work until such grievance is settled.

The definition of "working days" for the purpose of this Article is to mean Monday to Friday.

3.02 Informal Discussion

Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's Supervisor, not later than ~~(15) {fifteen}~~ working days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The employee may choose to have their job steward present during such discussion.

Unless otherwise agreed to, the Supervisor will respond to the employee's concern within (10) ten working days. If a job steward was present for the informal discussion, they will also be provided a response within (10) ten working days.

3.03 Step 1

- (a) Should a concern be unresolved, the complaint may be submitted by the ~~j~~Job ~~s~~Steward/Union Representative to the immediate Manager in writing, with a copy to the immediate Manager, the Union, and to the Labour Relations Department, not later than (15) fifteen working days from the date the concern was first discussed under the informal discussion procedure, and will be considered a Step 1 grievance.
- (b) The immediate Manager (or nominee) will discuss the grievance as required with the ~~j~~Job ~~s~~Steward and/or Union Representative and render a written decision to the Union Representative with copies to the ~~j~~Job ~~s~~Steward, the grievor and Labour Relations Department within (10) ten working days of the date of the referral at Step 1.

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3.04 Step 2

- (a) Should a grievance be unresolved at Step 1, the Union may refer the matter to Step 2 by writing to the Site Manager, with a copy to the Labour Relations Department, within (15) fifteen working days of receipt of the decision at Step 1.
- (b) Within ten working days of receipt of the Union's referral to Step 2, the Site Manager will discuss the grievance with representatives of the Union and the grievor and render a decision in writing within ten working days of the discussion.

3.05 Step 3

- (a) If the ~~P~~parties are unable to resolve the dispute the Union may refer the matter to Step 3 within (15) fifteen working days of the Step 2 response, by writing the appropriate Director and the Manager, Labour Relations (or delegates).
- (b) Within ~~(15)~~ fifteen working days of receipt of the Union's referral to Step 3, the appropriate Director and the Manager, Labour Relations will discuss the grievance with representatives of the Union.
- (c) Within ~~(10)~~ ten working days of the discussion of the grievance between the appropriate Director and the Manager, Labour Relations and representatives of the Union, the appropriate Director will render a decision to the Union and the grievor in writing.
- (d) Within (30) thirty working days of receipt of the written reply at Step 3, the Union may refer the grievance to arbitration as set out in Article 3.06 or -to Alternate Dispute Resolution as set out in Article 3.14

3.06 Arbitration

- (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 of the names put forward. Nevertheless, the Union and the Company shall, within five 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.

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- (b) The arbitrator shall be requested to render a decision within a period of one 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 (1/2) one-half of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

3.07 Time Limits and Processing

- (a) Time limits set out in Article 3 may be extended by written agreement between the two Parties.
- (b) The processing of any grievance may begin with Step 2 by mutual agreement of the Parties.

3.08 Policy Grievances

- (a) 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:
- (b) The Union shall refer the grievance in writing to the Manager, Labour Relations. The Company who shall refer the grievance in writing to the Union Representative President, or Union Vice President of Utilities. Within (15) fifteen 15 working days of the referral, arrange along with the appropriate Director (or designate) to hear the Union's grievance and the Party in receipt of the grievance will arrange to hear the grievance and render a written decision within (10) ten working days of the meeting.
- (c) If the grievance remains unresolved it may be submitted to a third party pursuant to Articles 3.06 Arbitration, or 3.14 Alternate Dispute Resolution.

3.09 Suspension and Termination Grievances

Grievances concerning ~~termination or~~ suspension of an employee may be submitted directly to Step 2, Article 3.04 within (15) fifteen working days of the ~~termination or~~ suspension.

Grievances concerning termination of an employee may be submitted directly to Step 3, Article 3.05 within (15) fifteen working days of the termination.

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3.10 Job Selection Grievances

Grievances concerning job selection shall be initiated by the employee or jJob sSteward/Union Representative within (15) fifteen working days of announcing the successful candidate for the position. A selection grievance will commence at Step 1.

3.11 Attendance of Grievor at Grievance, Arbitration and Alternative Dispute Resolution Meeting

The grievor shall be allowed the necessary time off with pay to attend investigative/grievance meetings with the Company, including their arbitration or Alternative Dispute Resolution hearing, to a maximum of 7.5 hours per day at straight time, excluding travel time, cost of transportation and cost of board and lodging.

3.12 Attendance of Job Stewards at Grievance Meetings

A jJob sSteward (and/or other Union Representative) will be present (in-person, videoconference, or teleconference) at any or all stages of the grievance procedure. The jJob sSteward will be paid their regular pay to attend these meetings (but will not be eligible for overtime or extra pay as a result of the grievance meeting). A jJob sSteward will be present (in-person, videoconference, or teleconference) at all disciplinary meetings.

3.13 Grievances Held In Abeyance

Upon mutual agreement, the Parties may hold any grievance in abeyance.

3.14 Alternate Dispute Resolution (ADR)

The Parties recognize that there are times when an expedited alternate dispute resolution process ~~arbitration~~ may be desirable, and therefore, agree that the following process may be used as a substitute for the formal arbitration grievance procedure outlined in this article of the Collective Agreement.

- a) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
- b) The Parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation. Should the Parties agree to a non-binding process, if they fail to reach an agreed to resolution, either Party may refer the matter to formal arbitration.
- c) Each Party to the ~~arbitration~~ADR will be responsible for its own costs and will share equally the cost associated with the Arbitrator.

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- d) The offices of the Union or the Company will be used for the process on an alternating basis.
- e) No legal counsel will be used by either Party. The Union will designate and use a Union Representative. The Employer will use employees of their Labour Relations Department.
- f) 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.
- g) 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.
- h) Within (1) one week of the hearing, the Parties will provide an agreed statement of facts to the arbitrator.
- i) 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.
- j) In such case that the arbitrator must write a decision, such decision shall be one to five pages long and to the point.
- k) 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.
- l) 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.

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- 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.
- m) The Parties will mutually agree upon the mediator/arbitrator. 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) thirty days written notice must be provided to the other Party. Such termination shall be done by a letter addressed to the mediator/arbitrator, and jointly signed by the Parties' representatives. The Parties will attempt to find a suitable replacement as expeditiously as possible.
- n) This agreement is without prejudice to the Parties' application and interpretation of Article 3.
- o) The Parties will attempt to pre-schedule one-day hearings quarterly.

Amend

- 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 Company's IntranetConnector.-

Amend

- 4.05** (a) If an employee with five or more years of seniority in the bargaining unit resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit, they 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~~Union of intent to reinstate within two years of their return to the bargaining unit; and,
 - ii. the employee satisfies all other terms and conditions of reinstatement as determined by the ~~union~~Union.
- (b) This article does not in any way diminish the Company's rights with respect to the employee's probationary period.

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Amend

5.01 Probationary Period

- (a) Any new employee entering the Company in jobs covered by the Union's certification will be considered as probationary for a period of 975 regular hours worked and the Company may terminate their employment for suitability reasons, except as provided in Article 1.08.
- (b) In consultation with the Union, the Company may elect to extend the probationary period by a further period of up to four-hundred eighty-seven and a half regular hours worked~~three (3) months~~ by notifying the employee and the Union in writing any time prior to the expiration of the applicable probationary period set out in Article 5.01(a) above. The letter extending the probationary period will outline the reasons for such extended probationary period. A copy will be provided to the employee and the Union.
- (c) ~~FTR and PTR p~~probationary employees are not eligible to bid on temporary positions during the probationary period.

Amend

5.02

- (b) An employee has the right to request the reason for any meeting with management. Should the meeting be disciplinary in nature, or should the meeting become disciplinary, the employee shall be advised in advance of the meeting that they have the right to request the presence of a Job Steward (in-person, videoconference, or teleconference).

Amend

5.02

- (d) ~~FortisBC-CSC The Company's~~ electronic media (including Internet access and e-mail) must not be used to access deliberately, download, store, copy or transmit any materials that FortisBC deems to be inappropriate, which includes (but is not exclusive to) pornographic, racist or sexist material, ~~or any other materials that may be deemed to be in contravention of the Company's Code of Conduct Policy.~~ The ~~P~~parties further agree that any such activity is considered just cause for ~~termination without compensation~~ discipline, up to and including termination. This agreement does not prejudice either party with respect to discipline for any other types of offences ~~and is subject to the grievance process.~~

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Amend and add header

5.05 Personnel Files

- (a) Employees may review their own personnel files. This may be done by making a written request to a ~~Human Resources Advisor~~People Department Business Partner. 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 Advisor~~People Department Business Partner or their designate. It is understood that the file or any of its contents may not be removed from the designated area. Employees shall receive a copy of their employment file if requested.

Amend

5.06 Job Abandonment

Following a reasonable attempt from the Company to contact an employee who is absent from work for more than three (3) consecutive shifts without approval, the Company will notify the Union. Within five (5) business days of such notification to the Union, if a resolution has not occurred, the employee shall be considered to have abandoned their position and will be deemed to have resigned. Reasonable attempts may include, but are not limited to phone call, text, email, registered mail, or in some cases a wellness check. The Union reserves the right to file a grievance over any resignation processed under this Article.

Amend

- 6.02 (a) Except as otherwise provided in this Agreement, job vacancies shall be posted on the appropriate electronic bulletin board and shall close five 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 posting will not be removed from the electronic bulletin board until a successful candidate has been notified. Late applicants who have been on annual vacation or sick leave during the posting period of five working days will be considered provided their application is received prior to the successful candidate being notified.

Amend

- 6.03 (a) Preference in selection for vacant jobs within the bargaining unit shall be given to the most suitable applicant provided the employee meets the Company's minimum requirements of the job. Suitability will be determined by such factors as performance, attendance, ability, competence, skills and qualifications. If these factors are determined to be relatively equal between applicants, then seniority will be the determining factor.

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- (b) If there are no applicants within the unit who are suitable, then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the minimum requirements for the job.
- (c) For all Leader classifications, subject to any performance and/or attendance concerns, job selections shall be made giving equal weight to each of the following six factors:
 - Seniority
 - Expertise
 - Leadership ability
 - Problem solving & results orientation
 - Customer Focus
 - Business understanding & alignment

Amend

- 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 and placed at their former rate of pay, including any applicable general increases outlined in Article 18.03.

Amend

6.07 Temporary Assignments

- (a) For the purposes of this Article, a temporary assignment is defined as a position with a minimum duration of one (1) partial day and a maximum duration of eighteen (18) months unless otherwise specifically agreed by the Parties.

Notwithstanding the above, 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.

Add new

- 6.09** An Employee, in consultation with the Union, may request that the Company change their employment status from FTR or PTR, to the status of UPTR. Should the Company agree to the change, the employee's new status will be reflected in the following seniority list.

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Employees will be provided with a job letter confirming their new salary, hours of work, probation, and benefits.

Delete Article 8 in its entirety

Amend

9.01 Bereavement leave of absence of up to five days, three days with pay and two days without pay, shall be granted to an employee upon application in the event of a death of a spouse, son, daughter, step-child, mother, mother-in-law, father, father-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, or grandparents grandparent-in-law, grandchild, step-grandchild, or adopted child of the employee and for legitimate personal reasons acceptable to the Company. Employees that are eligible for bereavement leave may also be eligible for the Funeral Attendance benefit based on the criteria outlined in Article 9.02.

Amend

9.03 **Court Leave**
An employee who is subpoenaed as a witness and appears, or who attends for, or serves on jury duty shall continue to receive their salary, provided such court action is not occasioned by the employee's private affairs. The Company may require the Employee to provide proof of the requirement to attend. Should the employee be compensated for their attendance, they shall report the amount to the Company, and the Company will deduct that amount from the employee's payroll.

Amend

9.04 (a) Wherever possible, employees shall schedule medical and dental appointments for themselves outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their health-sick leave allowance-bank or their pay where the period of absence from work is two (2) hours or less. Medical and dental appointments requiring an absence from work beyond two (2) hours will result in the excess over two (2) hours being deducted their from sick leave allowance ~~from their health leave bank~~ or from pay (if their sick leave allowance 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 at least 3-days' 1 weeks' notice for non-emergent appointments and as much notice as they can for emergent 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 scheduled days off, or where it will

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~~have the least impact on their work schedule, near the end of a working day or lunch time~~ to help minimize the impact of medical or dental appointments.

Amend

9.05 Personal Leave

- (a) Regular employees may be granted a leave of absence for up to three months without pay upon application to their Supervisor insofar as the proper operation of the service will permit. All leaves of absence must be approved by the Company. During the leave of absence, the employee will not accrue vacation. The employee may continue benefit coverage but must pay the full premium costs prior to commencing the leave of absence. During an approved leave, an employee may not perform work for another employer or contractor, unless under exceptional circumstances and agreed to by the Company.
- (b) The Company will consider requests for leave in excess of 9.05 (a) in exceptional circumstances.

Amend

9.06 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 her share, if any, of the costs. Maternity leave cannot start earlier than thirteen (13) weeks before the expected date of birth, and no later than the actual date of birth.
- (b) Employees requesting both pregnancy and parental leave must apply for them both at the same time.
- (c) No less than thirty (30) days prior to the commencement of the leave, the employee must notify their supervisor (or designate). The notice will indicate the start date for the leave, the number of weeks for which the leave is being requested and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- (d) The period of leave can be shortened after commencement of the leave upon a further 30 days' notice.

MEMORANDUM OF AGREEMENT

- (e) Any extension of leave beyond the total leave of 52-78 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.

Amend

9.07 Parental Leave

- (a) To request parental leave only, an employee must notify their supervisor 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.
- (b) If this leave is in conjunction with the pregnancy leave, notice must have been received at the same time the pregnancy leave was requested.
- (c) 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 35-61 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 37-62 consecutive weeks of unpaid leave beginning after the child's birth and within 52-78 weeks after that event, and
 - iii. for an adopting parent, up to 37-62 consecutive weeks of unpaid leave beginning within 52-78 weeks after the child is placed with the parent.

Any requests for this leave must be accompanied by legal documentation of the birth or adoption.

- (d) To change to an earlier return date, employees must notify their immediate supervisor (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.

MEMORANDUM OF AGREEMENT

Amend

9.08

- (f) The first stage of top-up (currently the ~~two~~one-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.

Amend

9.08

- (g) The second stage of the top-up (following the ~~two~~one-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.

Add new

9.09 Gender Transition Leave

An Employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence related to a physical and/or emotional change related to gender transition shall be granted a leave of absence for the duration supported by the medical certificate. Sick leave benefits may apply as set out in Article 10.

The Employee is encouraged to speak with the Employer and the Union to share how best they may be supported in returning to the workplace.

Add New

9.10 First Responders Leave

Subject to business needs and circumstances, an Employee who is a volunteer emergency and rescue worker may receive up to five (5) days unpaid leave per calendar year to provide emergency services when dispatched and where sufficient supportive documentation and confirmation of their service is provided. In accordance with LOU #12 (Ad-Hoc Vacation Requests), Employees may request to use vacation banks for compensation while on First Responders Leave.

Amend in its entirety

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

- 10.01** ~~A-Full-time and part-time~~ regular employees becomes eligible for paid sick leave benefits after accumulating ~~90 consecutive days of employment~~ ~~three months of service~~ with the Company.

Sick Leave entitlements for Temporary and ~~Unscheduled part-time regular~~ employees are set out in Article 19, and Student employee entitlements are set out in LOU #7.

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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

Period of Service with the Company at Previous July -January 1	Full Regular Earnings For	Followed By 70% of Regular Earnings For
3 mos <u>90 consecutive days of employment</u> 1 yr less 1 day	1 week	14 weeks
1 yr - 2 yrs less 1 day	2 weeks	13 weeks
2 yrs - 3 yrs less 1 day	3 weeks	12 weeks
3 yrs - 4 yrs less 1 day	4 weeks	11 weeks
4 yrs - 5 yrs less 1 day	5 weeks	10 weeks
5 yrs - 6 yrs less 1 day	6 weeks	9 weeks
6 yrs - 7 yrs less 1 day	7 weeks	8 weeks
7 yrs - 8 yrs less 1 day	8 weeks	7 weeks
8 yrs - 9 yrs less 1 day	9 weeks	6 weeks
9 yrs - 10 yrs less 1 day	10 weeks	5 weeks
10 yrs - 11 yrs less 1 day	11 weeks	4 weeks
11 yrs - 12 yrs less 1 day	12 weeks	3 weeks
12 yrs - 13 yrs less 1 day	13 weeks	2 weeks
13 yrs - 14 yrs less 1 day	14 weeks	1 week
14 yrs or more	15 weeks	0

b) Employees who had less than 90 consecutive days of employment ~~three months service as~~ at the previous ~~January~~July 1st, or who were not employed by the Company at the previous ~~July~~-January 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~~-January 1st, and ending on ~~June~~ December 31st~~30th~~.

10.04 For ~~the~~ purposes of ~~the~~-this 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.

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 15 week period.

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- 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 employee will remain on their existing claim until the earlier of when they are able to return to work, or they exhaust the fifteen (15) week allowance from the prior year. ~~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 five days may be used for this purpose in any plan year; and
 - c) use of this provision is limited to a maximum of four separate occurrences per plan year; and
 - d) no more than two days may be taken for each occurrence.
- 10.08**
- a) If an employee has received 15 weeks of paid sick leave benefits and returns to active duty, the employee will have his/her entitlement as at the previous ~~July~~ January 1st, reinstated after one month's service in the case of a new disability, and after three months' service in the case of the same or a related disability.
 - b) If a disabled employee has exhausted his/her paid sick leave benefits prior to the expiry of the 15 week elimination period for Long Term Disability, s/he 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 maternity leave,
 - b) disabilities covered by any Workers' Compensation Act,

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- 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 two 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 or nurse practitioner, substantiating any disability extending beyond three working days. Additionally, employees may be required to provide a Medical Certificate from a licensed physician or nurse practitioner, substantiating any frequent absences, and the Company will inform the Union of such requests. 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 clause '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 and the Company. 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** 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 medical certificate for any absence on sick leave until such time as the request is no longer reasonable. In consultation with the Union, the Company may, at its discretion, require employees to undergo a medical examination by a physician of the Company's choosing.

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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.

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 (WCB) payments, the Company will pay the difference between such payments up to a maximum of eighty-five (85%) of the employee's normal thirty-seven and a half (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 s/he would have received for a normal thirty-seven and a half (37.5) hour 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.

Amend

11.06 First Aid Premium

Full Time Regular Employees who possess a Level 1 or 2 First Aid Certificate, and who are designated to act as First Aid Attendant(s) in addition to their normal job responsibilities, shall receive a monthly rate allowance of not less than the following rates:

Level	Designated Allowance	Non-designated Allowance
1	\$75.00 per month	\$25.00 per month
2	\$125.00 per month	\$50.00 per month

Part-time and Unscheduled part-time employees who possess a Level 1 or 2 First Aid Certificate, and who are designated to act as First Aid Attendant(s) in addition to their normal job responsibilities, shall receive an hourly premium for each hour worked of not less than the following rates:

Level	Designated Premium	Non-designated Premium
1	<u>\$0.50 per hour</u>	<u>\$0.15 per hour</u>

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2 \$0.80 per hour \$0.30 per hour

Hourly First Aid Premiums are paid at the same hourly rate whether working regular hours or overtime (i.e. no pyramiding of the premium). Further, the total monthly premiums paid to a Part Time Regular or Unscheduled part-time employee will not exceed the Full Time Regular monthly allowance in the relevant level (i.e. Level 1 or Level 2) and category (i.e. designated or non-designated).

Upon approval, designated and non-designated First Aid Attendants will be granted a paid leave of absence for this training and, as well, the Company will prepay full course ~~costs~~ including examination fees for both the initial certification and subsequent renewals.

Amend in its entirety

ARTICLE 12 - RESPECTFUL WORKPLACE

12.01 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.

12.02 Definitions

Bullying

Includes any inappropriate pattern of conduct or comments by a person toward an employee which the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated. Bullying may, but is not limited to, taking the form of verbal aggression or insults, calling someone derogatory names, harmful hazing, or initiation practices, vandalizing personal belongings, and spreading malicious rumours.

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, gender identity or expression, or any other characteristic prohibited by legislation.

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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, gender identity, gender expression, mental or physical disability, 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.

Informal Resolution Process

Informal Resolution Process is a process other than a formal investigation to resolve an incident reported under this article, such as, but not limited to, a facilitated meeting between the appropriate parties.

Sexual Harassment

Is a form of harassment that includes any unwanted attention of a sexually-oriented nature that one ought reasonably to have known would be unwelcome, or cause offense or harm; any implied or express promise of reward for submitting to a sexually-oriented request or advance; any implied or express threat of reprisal for refusing to submit to an implied or express sexually-oriented request; or any behaviour, verbal or physical, of a sexually-oriented nature that interferes with the workplace, or creates a threatening or hostile workplace.

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12.03 Reporting Procedure

The Company and the Union agree that any allegation of bullying, harassment or discrimination 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 bullying, harassment or discrimination should make every effort to tell the offending party to stop such behavior, prior to proceeding with an informal or formal complaint. Should the employee like the assistance of their supervisor, union representative or colleague with this process, they may request such assistance.
- (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 Advisor, who will advise the Union before proceeding with their investigation~~ in consultation with their Union Representative, may submit their complaint in writing via the Company's Respect in the Workplace Incident Form. The Company will review the complaint and evaluate whether there is a prima facie violation of this article. ~~Where no prima facie violation is determined, the Company may refer the matter to an informal resolution process. Where a prima facie violation of this article is determined, the~~ 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.
- (e) Good faith actions of a manager or supervisor relating to the management and direction of employees, such as: assigning work, providing feedback to employees on work performance, taking reasonable disciplinary action, attendance management, or a difference of opinion do not constitute harassment or discrimination.

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Amend Article 13

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 <u>National Day for Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day <u>Remembrance Day</u>
Victoria Day	Remembrance Day <u>Christmas Day</u>
Canada Day	<u>Christmas Day</u> Boxing Day
	<u>Boxing Day</u>

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 or Monday at the Company's option. Where Christmas Day and Boxing Day fall on a Saturday and Sunday, the holidays will be observed on Thursday and Friday, or Monday and Tuesday at the Company's option.

13.03 Statutory Holiday Pay for Regular Part-time and Temporary Employees

Paid Holiday pay for regular part-time employees and Temporary employees shall be paid bi-weekly as a percentage of vacationable earnings. The percentage paid shall be ~~4.85~~ 4.85.2% based on ~~12-13~~ paid holidays.

13.04 Employees 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.

Amend

Article 14.01 Vacation based on Service

Vacation entitlements for full-time regular employees 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.

Where an employee changes employment status during a calendar year, the Company will advise the employee of any outstanding pay or time off balances and the employee's new

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vacation pay and time off will be pro-rated as applicable. In no case will an employee receive greater than one (1) year's total entitlement in a calendar year.

Amend

14.04 Payment Of Vacations

- (a) 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 six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of their current year's vacationable earnings, whichever is the greater. 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.

Amend

14.07 Time Off Bank (Temporary/Part time/Unscheduled Part time Employees)

~~Any banked dollar amount for Pay in Lieu for Annual Vacation~~ pay shall be deposited into a Time Off Bank (TOB).

Requests for time off from the TOB shall be subject to operational requirements, and may be taken at a time that is mutually agreeable between the employee and their Manager.

Employees must use current hourly time bank(s) prior to scheduling time off from the TOB.

An employee may be granted time off from the TOB on the prior understanding that they can be recalled to work without penalty to the Company.

Cash withdrawals may be made from the TOB by the employee at any time during the course of the year on giving ten working days written notice to Payroll.

All balances remaining in the TOB at year end will be paid/cashed out in January of the following year.

Amend

15.07 Shift Sign-Up

Shifts shall be of two weeks duration. All shift sign ups for regular employees shall be bid by seniority. Each regular employee is encouraged to submit a standing request for preferred shift(s). If an employee is absent during the signup period, or does not have sufficient seniority to get any of the shifts on their standing application, their shift(s) will be scheduled by

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management. The Company will endeavor to publish and post up-to-date seniority lists two (2) weeks prior to the release of the shift bid.

Unscheduled Absences and Unanticipated Workloads:

- (a) When a full workday is required due to the unscheduled absence of a FTR or PTR employee, PTR employees not scheduled to work shall be offered in seniority order the available shift. If no PTR employees accept the shift, the shift shall be offered to temporary employees.
- (b) Additional hours required for part of a day due to an unscheduled employee absence will be first offered to PTR employees in order of seniority, on duty and continuous with their shift. It will then be offered to ~~non-un~~scheduled PTRs in order of seniority, unless the requirement is less than four hours, in which case Temporary employees on shift may be utilized.
- (c) Additional hours due to unanticipated workloads will first be offered to the senior, immediately available PTRs and Temporary employees in that order, prior to offering additional hours to employees for whom it would attract overtime.
- (d) The above "additional hours" rules supersede Article 15.06 of the collective agreement, but is not intended to waive the overtime premium where required by Article 16.

Amend

15.08 Shift Premium

All shift hours between 2000 and 0700 hours shall attract a ~~twelve percent~~ (12%) shift premium.

Amend

16.01 Overtime Rates and Eligibility

(a) 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%), except an employee who works more than 7.5 hours in order to complete a customer call shall be paid straight-time rates until such call is completed.

(b) Overtime will be approved with Preference-preference for scheduled overtime to will be given to senior full time and part time regular employees within a classification. Further to this, an employee who is on an attendance management program and who was off work due to illness in the week prior to overtime being offered, will be added to the bottom of the overtime sign up list, and may not be offered overtime if the requirement is met. Employees whose absenteeism is the result of a disability that is recognized via a formal accommodation plan shall be placed on the overtime list in accordance with seniority.

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Amend

16.07 Meal Provisions

- (a) Where an employee is required to work less than two hours beyond their regular shift, a one half (1/2) hour unpaid meal period will be allowed.
- (b) Where an employee is required to work three hours or more, the Company will provide a meal or reimburse the employee for reasonable meal expenses incurred.

Amend

16.08 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 carpool~~car pool~~ arrangements, "normal means of transportation" shall be deemed to include carpools~~car pools~~.
- (c) For purposes of this Article, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their supervisor during their scheduled shift that they will be required to continue working beyond their scheduled quitting time.

Amend

18.03 General Increases

- (a) Salaries and bi-weekly scales shall be increased by:
 - ~~i. 1.00% on the latter of April 1, 2017 or on the third day following the date of ratification~~
 - ~~ii.i. 3.751.00% on April 1, 20182023~~
 - ~~iii.ji. 3.01.25% on April 1, 20192024~~
 - ~~iv-iii. 2.51.50% on April 1, 20202025~~
 - ~~v-iv. 2.51.50% on April 1, 20212026~~

Wage increases shall not be applied to LOU 2 grand-parented customer service employees wage scale

Effective April 1, 2023, increase of \$0.25 per hour to salary scale group 3 steps 3 & 4

Lump Sum:

Full-Time Regular Employees, including LOU 2 grand-parented customer service employees, will receive a non-pensionable lump sum amount of \$2,500.00 (less applicable taxes), which will be paid on or before the second pay following ratification to all employees that are active on the date of ratification.

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Temporary, Part-Time and Unscheduled Part-Time Employees, including LOU 2 grand-parented customer service employees, will receive a non-pensionable lump sum amount of \$1,500.00 (less applicable taxes), which will be paid on or before the second pay following ratification to all employees that are active on the date of ratification.

Amend

18.04 Hiring Rates

- (a) Employees, including those from other Unions within the Company, ~~are to~~ shall normally be hired at the lowest rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including the third increment. Higher starting rates than the third increment may be paid in exceptional cases provided agreement is reached between the Company and the MoveUP.
- (b) A person who has previously worked for the Company and is rehired into the same job classification as they 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. At the Company's discretion, if the rehired employee gained further related experience since they last left the Company, they may be placed at a higher step than the step they were on when they left the Company, and the Company will notify the Union of such circumstances.
- ~~(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 two years, the individual will be treated as a new employee pursuant to Article 18.04 (a).~~

18.09 Employee Incentive Pay

Subject to any Scorecard gateway, all employees will be eligible to participate in the Employee Incentive Plan provided that written objectives for the year are approved by the Manager.

Awards under this plan will be based on corporate, departmental, team and individual performance during the year. The plan is designed to align the interests of the Company and employees and to reward superior performance.

The Company will provide employees with information each year on the relevant performance targets and objectives that will be in place for that year.

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Target Incentive Payments will be 3.5% of regular earnings with actual payments ranging from 0% to 5% depending on the actual performance achieved.

Regular earnings ~~is~~ **are** defined as the base rate earnings for the employees normal job classification (i.e. normal classification is the job the employee owns).

Employees must be employed by the Company on December 31st to be considered under this program.

For new employees, the payout in the first year will be prorated based on the number of months worked except that employees starting after September 30th will not be eligible until the next year.

Amend

19.02 Part-Time Regular (PTR)

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.

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 37.5 hours bi-weekly or 18.75 hours per week. At the end of any bi-weekly sign-up period where the minimum of 37.5 hours bi-weekly is not scheduled, the employee(s) working those schedules shall have the right to choose layoff under the terms of the ~~collective~~ Collective agreement ~~Agreement~~.

The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan.

Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.

Amend

19.03 Temporary

An employee hired on an as-and-when required basis.

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.

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Temporary employees will not be entitled to any benefits provided under this Agreement. However, employees whose period of employment exceed 485 hours of accumulated service, will be paid an additional 6% in lieu of sick leave and benefits.

Temporary employees that have completed 90 consecutive days of employment are entitled to up to five (5) paid sick days per calendar year. These days are to be paid based on an average days' earnings.

Amend

19.04 Unscheduled Part-Time Regular Employee (UPTR)

- a. A UPTR is an employee hired to fill a part-time position of an ongoing nature while working variable hours in support of customer service.
- b. This agreement as it applies to PTR employees shall apply equally to UPTR employees, except as expressly provided below:
 - i. Article 15.06 shall not apply. UPTR employees will work a minimum four (4) consecutive hours to a maximum 7.5 consecutive hours in any day.
 - ii. The Company will endeavor to provide two (2) weeks' notice of their shifts and to provide as much advance notice as reasonably possible of shift changes. Each UPTR employee is encouraged to submit a standing request for preferred shifts.
 - iii. Article 19.02 shall not apply. UPTR employees will normally work a minimum of 37.5 hours bi-weekly and a maximum of 60 hours bi-weekly.
 - iv. Article 15.07 (d) shall not apply. The "additional hours" associated with Article 15.07 (a), (b) and (c), and Article 16.01 (b) supersede the restrictions in (iii) above, but are not intended to waive the overtime premium where required by Article 16.
 - v. UPTR employees will be eligible for any benefits under Article ~~8 and~~ 10 after their completion of 975 hours of accumulated service.
 - vi. UPTR employees that have completed 90 consecutive days of employment but have not yet completed 975 hours of accumulated service shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.
 - vi. ~~Within 3 months of ratification, the Company will convert existing temporary employees to UPTR. The Company will consider any requests from temporary employees not wishing to convert to UPTR.~~

MEMORANDUM OF AGREEMENT

Amend

21.01 ~~Medical Coverage and~~ Extended Health Care Benefits

- (a) All regular employees, spouse and dependent children are eligible as per the Company's benefit eligibility guidelines for coverage under ~~the B.C. Medical Service Plan and~~ the Company's Extended Health Care Plan.
- ~~(b) All eligible persons shall receive the basic medical and surgical coverage provided by the B.C. Medical Services Plan.~~
- (b) All eligible persons shall ~~also~~ be covered by the Extended Health Care Plan in effect at the time of this agreement. The plan will pay 80% of all eligible expenses per person or family each calendar year. The lifetime maximum benefit payable during the lifetime per person is \$500,000.00. The Company shall provide to employees a pay direct prescription card.
- (c) Extended Health Care benefits to include standard vision care to a maximum of \$200 per employee and dependent every 24 months.
- (d) Further to the above, the coverage will also include eye examination coverage up to a maximum of \$100.00 every two (2) years.
- (e) Eligible new regular employees are covered effective the first day of the month immediately following three months of continuous service.
- (f) Premiums for ~~both plansthe plan~~ will be paid 100% by the Company for Full-time regular employees, and 80% by the Company and 20% by the employee for part-time regular employees.
- (g) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

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

Amend Benefits Policy to reflect the following changes which will not appear in the collective agreement:

Health Spending Account in the amount of \$250 per year

Paramedical practitioners to a combined calendar year maximum of \$1,000

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These benefit increases will be effective after the date of ratification as soon as the Company can reasonably implement the changes.

Amend

21.05 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)
 - (i) 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.
 - (ii) 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 (a) vi (2), and 7.03.
- (c) 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 (a) vi (2) and 7.03.

Amend and update signing date

ARTICLE 22 – DURATION OF AGREEMENT

This agreement shall take effect and be binding upon the Company and the Union for the period commencing April 1, ~~2017-2022~~ and ending on ~~March 31, 2022~~ March 31, 2027 and thereafter until terminated as follows:

Either party may at any time within four 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.

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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.

The parties agree to exclude the operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF the Company and the Union have caused their proper Officers and Representatives to affix their hands this ~~3rd~~²⁷ day of February, ~~2017~~ 2023.

Amend

SCHEDULE "B" – SALARY SCALES

Update Hourly Salary scales based on agreed to General Wage Increases and salary scale group 3 steps 3 & 4 special increase.

~~The Parties agree to merge the CSR and Senior CSR classifications into the CSR classification with the following changes becoming effective on the latter of April 1, 2017 or the first of the month following ratification.~~

~~The Company will move the CSR classification to Group 3 and re-classify all Senior CSR's to CSR's.~~

~~The Company will add a new minimum step to Group 3.~~

~~The Company will move CSR's as follows:~~

~~Employees already within the Group 3 range will remain at their same wage rate and their length of service dates will remain unchanged.~~

~~Employees in the first step of Group 2 will move to the new minimum step of Group 3 and their length of service date will reset.~~

~~Employees in the final step of Group 2 will move to the next higher step on their next length of service date.~~

~~Employees grand-parented under LOU 2 and LOU 10 would receive a change in title only.~~

MEMORANDUM OF AGREEMENT

Amend

Letter of Understanding #2

Respecting the amalgamation of certain employees from FBC into the FEI - Customer Service Centres ("CSC") collective agreement and bargaining unit structure

Preamble and Purpose:

The purpose of LOU 2 is to establish the process for transferring employees from the FBC collective agreement and bargaining structure to the CSC collective agreement and bargaining structure, with certain transition or grand-parented rights.

This LOU will supersede and supplement the rights and entitlements that flow from the COPE-CSC collective agreement and sections 35, 37, 38 and 54 of the Labour Relations Code.

This LOU constitutes an adjustment plan between FBC and COPE, fulfilling the requirements of section 35, 37, 38 and 54 of the Labour Relations Code.

All matters outstanding under the COPE-FBC collective agreement on the date of ratification that concern grand-parented employees shall be resolved under the terms of, and by the parties to, the CSC collective agreement, including this LOU. Any liability flowing from the resolution or adjudication of such shall be borne by FBC or FEI as appropriate to the particular circumstances of each matter.

Definitions:

A "new hire CSC employee" is a FBC or FEI employee, who is hired into the new amalgamated CSC bargaining unit after the date of ratification.

A "grand-parented customer services employee" is a FBC employee, covered under the FBC collective agreement, who works for the electric utility in the Trail contact centre or the billing group in Kelowna, at the date of ratification of this agreement, and as such they will have exceptional terms and conditions ("grand-parented customer services rights") as specified under this LOU. FBC and CSC will provide COPE with a complete list of grand-parented customer services employees who will be transferring to the CSC bargaining unit after the date of ratification. The list shall be provided and shall be included in this LOU as Appendix A.

Grand-parented customer services rights are extinguished upon leaving the Trail Contact Centre and billing group in Kelowna.

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Application:

All new hire CSC employees shall be subject to all the terms and conditions of the CSC collective agreement. This includes joining the “Pension Plan for Employees of FortisBC Energy Inc.”, as it applies to employees of the CSC bargaining unit.

~~Effective the 1st of the month following the date of ratification, the grand-parented customer service employees, as specified in Appendix A of the signed amalgamation agreement, shall be amalgamated into the CSC bargaining unit, and shall become subject to the terms and conditions of the CSC collective agreement, except as specifically outlined below.~~

Article 4 – Seniority

~~Full-Time Regular grand-parented customer services employees shall have their seniority dovetailed with that of the CSC employees effective the date of ratification.~~

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

~~The employer shall provide to COPE a revised seniority list showing the dovetailed employees.~~

~~The employer shall provide this list no later than 30 days from the date of ratification. 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 CSC collective agreement.~~

Article 6 – Posting of Job Vacancies

Grand-parented customer services employees shall maintain their right to exercise their seniority for bidding rights purposes for any FBC (Electric Division) regular positions.

FBC (Electric Division) employees at the date of ratification, who do not appear on Appendix A, shall be able to exercise their seniority for bidding rights purposes only for any regular positions in the Trail Customer Services Centre or in the billing group in Kelowna. Such employees will be considered a new hire CSC employee.

Article 7 – Layoff & Recall

In the event of layoff, grand-parented customer services employees may use their seniority for bumping into FBC (Electric Division) positions.

Grand-parented customer services employees laid off shall be placed on a separate recall list for a period of three years for FBC (Electric Division) positions.

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Article 10 – Paid Sick Leave Allowance

Grand-parented customer services employees shall be entitled to the Sick Leave and Long Term Disability as defined below*:

SICK LEAVE AND LONG TERM DISABILITY

Basic Sick Leave Plan

A grand-parented customer services employee becomes eligible for paid Basic Sick Leave Benefits commencing with the date of hire.

Grand-parented customer services employees who are unable to work as a result of illness or accident will be eligible to receive the following benefits:

	Full Regular	Followed by Two-thirds (2/3)
Service with the Company:	Earnings for:	Regular Earnings for:
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	

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

A grand-parented customer services employee becomes eligible for Long Term Disability protection following three months continuous service.

Long Term Disability Benefits commence after Basic Sick Leave Plan Benefits have expired. The benefit amount is 70 percent of regular monthly earnings regardless of service.

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Benefit Period:

Service with the Company	Length of Benefit Period
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 year	8 years
5 years or more	Until normal retirement

General

The full cost of both Plans is borne by the Company.

Benefits under both Plans will be reduced by the amount of any benefits the grand-parented 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.

Grand-parented customer services employees are not eligible for coverage under the above Plans in the following cases:

- (a) While the grand-parented customer services employee is on Maternity Leave
- (b) Where the grand-parented customer services employee is not on the Active Roll by reason of layoff or unpaid Leave of Absence.

For purposes of the above, the following definitions apply:

- (a) Regular earnings is the straight time base salary rate of a grand-parented customer services 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.

*Note: Clause 10.07, (Dependent Child Sick Leave), of the CSC collective agreement will not apply to grand-parented customer services employees.

Article 11 – Health & Safety

Grand-parented customer services employees who have been receiving first aid premiums, shall continue to receive such premiums and the following premium rates shall apply:

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First Aid Premiums

The Company recognizes the following levels of First Aid Certification and will pay a corresponding premium rate for holders of Designated First Aid, and Relief First Aid positions.

	Designated Attendant	Relief Attendant	Transportation Premium
Level 3	\$300/mo.	\$150/mo.	included
Level 2	\$200/mo	\$100/mo	\$25/mo
Level 1	\$100/mo	\$75/mo	\$25/mo

Designated and Relief First Aid Attendants will be granted a paid leave of absence for this training and, as well, the Company will prepay full course costs including examination fees for both the initial certification and subsequent renewals.

Article 13 – Statutory Holidays

Grand-parented customer services employees, who had 120 days of continuous service since their date of hire, shall once in each year be entitled to a floating statutory holiday.

This holiday will be scheduled at the mutual convenience of the Company and the grand-parented customer services employee.

Article 14 – Vacations

Effective January 1, 2012, annual vacation for grand-parented customer services employees shall be administered as per the language in Article 14 of the CSC collective agreement, except that annual vacation entitlements for grand-parented customer services employees shall continue to be based on the following table:

Years of Service	Vacation Entitlement	Vacation Pay
1 through 6 years	3 weeks	6%
7 through 16 years	4 weeks	8%
17 through 24 years	5 weeks	10%
25 through 29 years	6 weeks	12%

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30 or more

7 weeks

14%

Special Vacations

Employees who are eligible for Special Vacation will maintain their entitlement as described below.

Eligibility

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

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, he will be paid a sum equal to the amount of Special Vacation pay which he would have received if he had taken his Special Vacation in the three-week period immediately preceding the date on which he leaves 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.

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- (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 15 – Hours of Work

~~The Company may maintain a weekly scheduling cycle, which may apply to both grand-parented customer services employees and new hire CSC employees in the Trail Contact Centre.~~

Grand-parented customer services full-time employees shall be entitled to “E” Days, as listed below:

Administration of "E" Days

- (a) Entitlement to Equalization ("E") Days is restricted to
- (i) Regular Full-time grand-parented employees, and
 - (ii) Regular Part-time grand-parented employees where the part-time work schedule is based on five days per work week with a minimum schedule of 20 hours per work week.
- (b) (i) Regular Full-time grand-parented employees will bank time for “E” Days by banking 1/2 hour for each eight hour day worked to average a 37 1/2 hour work week.
- (ii) For Regular Part-Time grand-parented employees, fifteen minutes of each day worked will be placed in the grand-parented employee’s “E” day bank.
- (c) "E" days shall be scheduled by mutual agreement between the grand-parented customer services employee and the manager. Where scheduling conflicts occur with departmental requirements or in single person district operations, other scheduling agreeable to the affected grand-parented customer services employee shall occur.
- (d) Any time banked for "E" days that is not taken or scheduled to be taken by December 31st 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 a grand-parented customer services employee absent on an "E" day or "E" days.

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Article 16 – Overtime

Grand-parented customer services employees shall continue to have overtime banks as listed below.

- (a) At the grand-parented customer services employee's request, the Company shall withhold from the proceeds of the grand-parented employee's pay, the overtime earnings. At a time mutually convenient to the grand-parented employee and the Company, the grand-parented 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 grand-parented customer services employee's current rate.
- (c) Grand-parented customer services 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) Effective the 1st of the month following the date of ratification of this LOU, grand-parented customer services employees will no longer have the option of placing this accumulated overtime into a pre-retirement account. For those employees who have overtime accumulation in this account, overtime accumulation from 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 Human Resources.

Article 17 – Headquarters – Travel Allowance & Living Expenses

Grand-parented customer services employees shall be entitled to the following, in the event that they move to a FBC (Electric Division) position as the result of exercising their seniority bidding rights or layoff and recall rights.

Moving Entitlements

1. Headquarters

For the purposes of determining moving expenses, each grand-parented customer services employee will have an established headquarters which will be the location where the grand-parented employee normally works, reports for work, or the location to which he returns between jobs and will be a permanently established Company place of business unless otherwise specifically agreed by the Parties.

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2. Moving Expenses

Full-time regular grand-parented customer services employees will be reimbursed for moving expenses when the grand-parented customer services employee's established headquarters is changed for reasons set out in paragraph 2.1 or 2.2.

Moving expenses will be paid in accordance with paragraph 3.1 (full expenses) or 3.2 (limited expenses) when all of the following conditions have been met:

- (i) The grand-parented customer services employee must be moving from, and to, a full-time regular position; and
- (ii) The grand-parented customer services 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 20 road miles 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 grand-parented customer services employee must initiate his move to the new residence within three months of moving to his new headquarters; and
- (vii) The grand-parented customer services employee must submit his claim for all moving expenses, including supporting documentation, within 12 months of moving to his new headquarters, unless a longer period is agreed to in writing by the Manager, Labour Relations.

2.1 Full moving expenses will be paid in accordance with paragraph 3, where the change in headquarters within FortisBC results from:

- (i) The location of the grand-parented customer services employee's headquarters being changed by the Company, except as limited by paragraph 2.3.
- (ii) A move as a result of the grand-parented customer services employee being displaced under Article 7- Layoff and Recall.
- (iii) A move as a result of the grand-parented employee receiving a promotion. Such payment is limited to a maximum of one move every five years.

2.2 Limited moving expenses will be paid in accordance with paragraph 8(b) where the change in headquarters results from a move as a result of the grand-parented customer services employee voluntarily transferring to a job of equal or lower salary level. Unless otherwise agreed by the Company, grand-parented customer services employees in such

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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. Limited moving expenses will also be paid where, as a result of layoff or bumping, an grand-parented employee changes headquarters.

2.3 A grand-parented customer services 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.

2.4 The grand-parented customer services 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 grand-parented customer services employee voluntarily leaves the employment of the Company within one year of the date of the move.

3. Full moving expenses

3.1 Full moving expenses are defined as follows:

a) Moving

(i) Costs of:

- packing and unpacking of household furniture and equipment;
- mover's charge;
- insurance against damage to household effects in transit;
- storage of household furniture and equipment which is being moved to the grand-parented employee's new residence for up to one month, or for such longer period as may be approved by the Manager, Labour Relations.

(ii) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding \$400.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes, and utility hookups, etc.

(iii) The employer will be responsible for:

- 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.
- placing of the insurance on his household effects in transit.
- obtaining reimbursement from carriers for any damage to effects in transit.

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b) Travelling and Living Expenses

The Company will pay all reasonable charges for:

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

3.2 Limited expenses are defined as follows:

a) Moving

(i) Costs of:

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

(ii) The employer will be responsible for:

- 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.
- placing of the insurance on his household effects in transit.
- obtaining reimbursement from carriers for any damage to effects in transit.

b) Travelling and Living Expenses

The Company will pay all reasonable charges for:

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

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Article 18 – Salary Administration

Salary Protection

It is agreed that Grand-parented customer services employees' salaries will be frozen at their individual rate of pay at the date of ratification. In the event that a Grand-parented employee's rate of pay is surpassed by the Step 4 rate for their job classification as outlined in Schedule B, they will be placed at Step 4 of the salary range for their job as outlined in Schedule B. As such, they will no longer be eligible for the annual lump sum payment as set out below.

Non-pensionable lump sum payments will be paid to all Grand-parented employees that are active on each date as follows:

- i. April 1, 2023 in the amount of \$750.00
- ii. April 1, 2024 in the amount of \$750.00
- iii. April 1, 2025 in the amount of \$750.00
- iv. April 1, 2026 in the amount of \$750.00

~~Effective the latter of April 1, 2017 or on the third day following the date of ratification, salaries and biweekly salary scales shall be increased by 1.0%.~~

~~Effective April 1, 2018, salaries and biweekly salary scales shall be increased by 1.0%.~~

~~Effective April 1, 2019, salaries and biweekly salary scales shall be increased by 1.25%.~~

~~Effective April 1, 2020, salaries and biweekly salary scales shall be increased by 1.5%.~~

~~Effective April 1, 2021, salaries and biweekly salary scales shall be increased by 1.5%.~~

Grand-parented customer services employees are not eligible for Employee Incentive Pay.

Previous wage tables deleted.

Article 19 – Employee Definitions

The following employee definitions will continue to apply to grand-parented customer services employees:

Regular Full-Time grand-parented customer services employee

- An employee hired to fill a regular, continuing full-time position. After completion of the established waiting period as set out in the Benefits plan documents or as otherwise provided in this LOU, the employee is entitled to all benefits set out in this LOU.

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Regular Part-Time grand-parented customer services employee

- An employee hired to work regular hours or days but who works less than full time hours on a regular and continuing basis. After completion of the established waiting period as set out in Benefits plan documents or as otherwise provided in this LOU, the employee is entitled to all benefits set out in this LOU.
- Any periods of paid absence, excluding Long Term Disability, will be prorated in accordance with time worked. Stat Holidays will be prorated on the basis of hours actually worked to regular hours available for work in the month preceding the Stat Holiday.

~~Temporary grand-parented customer service employees (who appear on Appendix A, as "Temp Hourly") on the 1st of the month following the date of ratification will maintain the definition and entitlements (as outlined in Article 6.04 of the 2006-2011 FBC-COPE Collective agreement) until the expiry of their temporary position.~~

~~Any Temporary grand-parented customer services employee transferred to a new position in the CSC bargaining unit, or rehired into the CSC bargaining unit, shall not have grand-parented customer services rights, and shall be covered by the terms and conditions of the CSC collective agreement.~~

Article 21 – Benefit Plans

All grand-parented customer services employees have moved to the FEI Flexible Benefits Plan as per Article 17.04 of the January 1, 2014 to December 31, 2018 FBC (Electric Division) Collective Agreement, on the same specified effective date and under the same terms of and conditions agreed for the FBC (Electrical Division) employees.

Retiree Benefits

For grand-parented customer service employees, effective January 1, 2013, the "Retirement Benefit Plan – EHSA" as per FortisBC Energy Inc shall apply to all future retirees.

(Note: December 1, 2012, would be the last retirement date that a grand-parented customer services employee could retire on the existing FBC Retiree Benefits plan).

Pension Plans

Grand-parented customer services employees shall remain under the current terms and conditions of the FBC-COPE pension plan. The current language outlined in Article 31 of the 2006-2011 FBC-COPE Collective Agreement shall continue to apply.

Dispute Resolution:

All disputes about the interpretation, application or operation of this LOU will be referred to a single

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arbitrator for resolution by arbitration in accordance with the provisions of the Labour Relations Code. The Parties to the arbitration will appoint a mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

Delete

LOU #3 - Re: Alternative Dispute Resolution Process

Delete Existing LOU #4 and replace with as follows:

Alternate Work Location Framework

It is understood that the Company may wish to have employees provide customer services from home, an alternate work location or provide other remote work arrangements (all collectively referred to as Alternate Work Location or Program hereafter) to support business needs.

The Company and the Union will work together to develop detailed Alternate Work Location Guidelines (the Guidelines) that will provide employees the opportunity to work from home or another alternate location with manager approval, based on their role type and business requirements.

The framework to provide customer services from an alternate work location, on which the Guidelines will be based, is as follows:

1. Annually, the Company will confirm and/or identify the expected operational capacity to support Alternate Work Location arrangements for the year. Operational Capacity means the Company's ability to provision customer services from location(s) other than FortisBC sites (i.e. MoveUp CSC employee headquarter sites).
2. Operational capacity will be determined based on business needs and facilities considerations.
3. Annually, the Company will identify the number and nature of the Alternate Work Location arrangements expected to be available to employees. These arrangements may include, but are not limited to; remote and onsite hybrid, long term remote (6 months or greater) and temporary remote (ex. less than 6 months, project related, etc.). **The Union will be provided with a copy of the operational capacity each year.**
4. Generally, Alternate Work Location opportunities are expected to be available to most job classifications and any exclusions will be clearly identified by the Company as part of the annual identification of the operational capacity for the Program.
5. Eligibility criteria shall include appropriateness of Alternate Work Location, attendance and performance as set out in the Guidelines.
6. The Alternate Work Location program shall not require any employee to work from home.

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7. Either Party may terminate this Letter of Understanding by giving 120 days' written notice. To the extent that the Union provides the Company with such notice, and where the Company may be faced with facilities constraints, the Company may request additional time to address such constraints. The granting of requests for additional time will not be unreasonably withheld by the Union.

The Company and the Union recognize the introduction of the Alternate Work Location framework will require time to review and assess the ongoing feasibility of the program. Recognizing that the Guidelines supporting the Program may need to evolve as it progresses, an Alternate Work Location Committee ("the Committee") will be formed to collaborate on the ongoing review of the guidelines for the Program and as such, to provide recommendations and enact changes for the sustainment and improvement of the program over time.

The Committee will consist of three members representing the Union and three members representing the Company.

Within four (4) weeks of ratification, each party will identify their respective Committee members. Further, the Company will identify the expected operational capacity for 2023 and provide the Union with such information.

During the first year of implementation, the Committee will meet no less than every three months, unless otherwise agreed to by the Parties.

Committee Expectations and Responsibilities

- The Committee will collaborate with one another in a timely manner to ensure that both employee and business needs are considered in the Guidelines
- The Committee may solicit feedback from employees from time to time and where reasonable and appropriate
- The Committee will meet regularly as needed, and agreed upon, to consider and address ongoing changes or improvements to the Guidelines
- The Committee will meet a minimum of once per year after the first year of implementation for as long as this LOU is in place.
- The Committee will provide the Vice President responsible for Customer Service at FortisBC (or assigned delegate) with recommendations on proposed changes or enhancements to the Guidelines for approval
- Approval from the Vice President responsible for Customer Service at FortisBC (or assigned delegate) regarding recommended changes from the Committee will be timely and will not be unreasonably withheld
- The Committee will have the ability to implement such approved changes to support the success of this program
- In the event that the Committee is unable to reach an agreement on Guideline changes, an Alternate Dispute Resolution process may be used

MEMORANDUM OF AGREEMENT

The Following Guidelines are related to LOU #4 but will remain outside of the Collective Agreement

MoveUp CSC Alternate Work Location Guidelines

Overview

The MoveUp CSC Alternate Work Location Guidelines provide guidance and clarity around the eligibility, practices, expectations and the administration of the provision of customer services from a work location that is not the designated headquarters of the MoveUp CSC employee.

The provision of customer service from a remote location is based on the foundational requirement that business needs continue to be met and the alternate location is safe; that is, productivity, collaboration, and customer service levels are all sustained and services can be provided in a manner safe to the employee. The arrangement is founded on mutual trust (employer/employee) and guided by FortisBC values of respect, safety, customer-centricity, collaboration, and progressiveness. The health and safety of FortisBC employees is a priority, and managers and employees must work together to support these guidelines.

Definitions

Alternate Work Location means a location designated by the employee other than the employee's assigned headquarter site and is most likely the employee's home and is a location approved by the Manager.

Employee means MoveUp CSC employee.

Manager means the direct Manager of the MoveUp CSC employee.

Operational Capacity means the Company's ability to provision customer services from location(s) other than FortisBC sites (i.e. MoveUp CSC employee headquarter sites). For each year the Company will identify the number and nature of the remote arrangements expected to be available to employees.

Fully Remote means an arrangement where the employee works their assigned/scheduled shifts from their Alternate Work Location for a minimum period of six months, unless otherwise informed of training, meetings, or shifts required to attend~~ed~~ to from their headquarter location.

Hybrid Remote means an arrangement where the employee alternates between onsite and their alternate work location in increments of one week or more **for a minimum period of six months.**

Temporary Remote means an arrangement where the employee works their assigned/scheduled shifts from their Alternate Work Location, unless otherwise informed of training, meetings, or shifts required to attend~~ed~~ to from their headquarter location. This arrangement is intended to support a project or other business need that may have uncertain timing or unique business needs.

Eligibility Considerations

MEMORANDUM OF AGREEMENT

Subject to the operational capacity identified by the Company, which may vary from year to year, most MoveUP CSC classifications are expected to be eligible to participate.

While the majority of classifications and employees may be eligible to participate, there may be operational limits on the total number of employees that limit participation in the program each year.

Alternative work location agreements are specific to the role and are not transferrable to other jobs the employee may take on during their employment with FortisBC. If an employee changes jobs, they will need to complete a new agreement (if applicable) based on the new role's requirement.

During an employee's probationary period, employees may be required to work from a FortisBC location for some or all of the probationary period.

Alternate work location arrangements resulting from an Accommodation will be treated on a case by case basis, using these guidelines where appropriate.

General Terms and Conditions for Participation

- 1. Participating in remote work requires the mutual agreement of the Employee and Company. It is not an entitlement. Open, ongoing communication about performance, team goals, workplace environment, attendance, scheduling changes, training, and technology are key. The Employee's work duties and responsibilities while working from home will include the normal functions of their current job description. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a remote work arrangement.
- 2. The suitability of work options will vary according to specific operational requirements or employee circumstances. Employees must be performing satisfactorily and have good attendance prior to being approved and must maintain their performance and attendance in order to continue the remote work arrangement.
- 3. The employee must complete the Remote Work Program Employee Self-Assessment form and self-assess their home or Alternate Work Location workspace as suitable, and attest that they are able to meet all the required security, privacy and regulatory requirements while working remotely.
- 4. Participation in the Alternate Work Location Program must be a commitment between the employee and business of a minimum six months, unless agreed upon by the Union and Company. After that, it can be canceled by either FortisBC or the employee by providing the other party with a minimum of 3 weeks' notice. After the notice period, the employee will return to their headquarter location.
- 5. There is a continued and ongoing expectation that all Employees working remotely will continue to perform their work as efficiently and effectively as they would have done on site, and that they will participate in the performance review and planning process.

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Managers of remote Employees will continue to coach, support and manage to outcomes as they would manage Employees on-site.

6. The employee must ensure dependent care arrangements are in place and that personal responsibilities at the remote work location are managed in a way, which allows the employee to be available to meet their work responsibilities.

7. From time to time, employees may be asked to work from the office to be able to participate in certain activities intended to increase collaboration, team culture, team bonding, and training effectiveness. As much notice as possible will be provided to employees. Employees are responsible for covering any cost to travel between the alternate location and the FortisBC headquarter location when required to attend an on-site work commitment.

8. Team meetings, training and coaching sessions will require the employee's camera to be enabled and on for the duration of the session. Options for employees will be available to maintain privacy of their camera background should they so choose.

9. The Employee will be responsible to secure and protect the property, documents and information belonging to the Company. Information must be managed and disposed of in accordance with FortisBC privacy and security guidelines. The Employee will promptly report to their team manager, any circumstances or incidents which may comprise the confidentiality of any property, documents or information in connection with their employment.

10. The employee must not conduct in-person meetings at the remote work location.

11. The employee is expected to maintain the same level of professionalism during the remote work arrangement as in their headquarter location.

12. A signed acknowledgement form must be completed by the employee and will be provided to each employee in advance of the start of work from their designated Alternate Work Location.

Alternate Work Space Requirements, Logistics and Costs

13. The employee agrees to designate a work space within the Alternate Work 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. The employee must notify their manager immediately of any job related accidents that occur in the Alternate Work location.

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14. The Employee agrees that the Company reserves the right to enter the alternate work location for the purpose of inspecting the designated workspace within the remote location. This inspection will be conducted with two (2) members of the local joint occupational health and safety committee, including one (1) worker representative and one (1) Company representative. This investigation visit will be conducted during working hours and a minimum of one weeks' notice will be provided.

15. Employees must ensure they are working safely and ergonomically and abiding by the WorkSafeBC Working Alone or in Isolation regulations. Employees must also agree to abide by any and all relevant WorkSafeBC requirements

16. Employees may not work from outside of the Province on a temporary or permanent basis. Unless otherwise agreed to, Employees must remain within a two hour driving distance from their headquarter location.

17. An Employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the ~~office headquarter location~~ and the remote work location. This includes when an employee is required to return to the ~~office headquarter location~~ on a day previously identified as a remote work day.

18. The cost of all equipment and supplies provided by the Company will be paid for and maintained by the Company including the following:

- Desktop Computer or Laptop
- Two monitors (for hybrid arrangements, this may mean that one monitor will remain onsite and one monitor placed at the alternate work location)
- Mouse
- Keyboard
- Camera
- Headset
- Power cords and connection cables

Any other costs not listed here will not be paid for by FortisBC.

19. Employees are expected to maintain the work at home workspace including items such as homeowner or tenant insurance, utilities and High Speed Internet access with a minimum download speed of 25 Mbps

20. Employees are responsible for the maintenance of their own equipment. Printers will not be provided as printing and maintaining physical documents at a remote location is discouraged.

21. The Employee will ensure that working from home (i.e. operating a home office) does not breach the terms of their household insurance policies. The Company will not bear the

MEMORANDUM OF AGREEMENT

cost of any increases in premiums that may occur if engaging in a working from remote work. 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. 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 bylaws.

22. In the event an employee working from home experiences technical disruption or power outage while performing work, such disruption will be reported to their immediate manager or workforce team, and the employee may be required to temporarily relocate to their FortisBC Location to continue work, provided the employee can relocate to that location before the end of their scheduled shift.

23. Working from home, and/or having a home office may have tax implications for the employee. The Employee is responsible for working with the Canada Revenue Agency to get the information they need.

24. The Employee is expected to take reasonable care of any equipment provided by the Company that is stationed at their alternate work location and when they cease to participate in the Program, the Employee is responsible for arranging the safe return of Company equipment to the headquarter location.

Process for Awarding Remote Work Opportunities and Annual Changes

25. The Company may use the posting process, shift bid process, temporary appointments or a combination for awarding remote work opportunities, depending on the nature of the remote work opportunity.

26. To the extent that more employees are eligible than the number of remote work opportunities available, the Company will use the selection criteria outlined in Article 6.03.

Early or Unexpected Employee Withdrawal from Program

27. The Company may remove an employee from the program at any time for the following reasons:

- Change to role that results in work needing to be performed on-site;
- Persistent and/or sustained unresolved technical issues;
- Performance, attendance, behavioural issues and/or policy breaches; or
- Validated safety concerns.

28. The following steps shall apply should the Company identify an employee for removal from the program:

- a. The Company will notify the Union of the circumstance
- b. The Employee's direct Manager (or assigned delegate) will notify the employee and discuss the situation, including providing the effective date for the change

MEMORANDUM OF AGREEMENT

c. The manager arranges for a workstation at their assigned work location for their role. Due to space constraints, Employees may be provided a workstation at a temporary location until space becomes available.

29. An employee may withdraw from the program on their own accord. The following steps apply should an employee initiate a request to withdraw:

a. Employee informs manager that due to changes in personal circumstances, their home workspace is no longer suitable and/or does not meet all criteria set in the Employee Self-Assessment form and must work full time site.

b. Manager arranges for a workstation at their assigned work location for their role. Due to space constraints, Employees may be provided a workstation at a temporary location until space becomes available.

Renew

LOU #5 – Re: Continuing Service Levels

Amend

Letter of Understanding #6

Re: Modified Work Weeks for Customer Service Employees Supporting the Emergency Team

Pursuant to Article 15.10 of the Collective Agreement with FortisBC (Customer Service Centres), the Company and the Union agree to implement modified work week schedules for the Customer Service Leaders (“CSLs”) and Customer Service Representatives (“CSRs”) who are regularly scheduled to support the Emergency team, and to vary certain terms and conditions of the Collective Agreement as they apply to those modified work weeks.

The Company and the Union agree that a modified work week for CSLs and CSRs who are regularly scheduled to support the Emergency team will allow for the availability of leadership and support for Emergency team staff during non-peak hours. The Emergency team is staffed 24-hours per day, seven days per week.

The Parties agree as follows:

1. Modified Work Week Schedule:

A full-time regular CSL’s or CSR’s modified work week will be made up of three 10-hour shifts and one 9.5-hour shift, all of which include a 30-minute unpaid lunch break. Shifts will be scheduled as follows, and, subject to paragraph 2 below, are payable at straight time.

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10-hour Shifts (3 per week)	9.5-hour Shift (1 per week)	Weekly Paid Hours
0:00 – 10:00	0:00 – 9:30 or 0:30 – 10:00	37.5
14:00 – 24:00	14:00 – 23:30 or 14:30 – 24:00	37.5

Days of work within the modified work week schedule will be consecutive.

Where operationally feasible, the Company shall endeavor to schedule shifts such that no employee will have a shift schedule that includes both Saturday and Sunday.

2. Overtime Rates

All hours worked in excess of the regularly scheduled shifts noted above (i.e. 9.5 or 10 hours per day) will be paid at the rate of double time (200%), except that as per Article 16.01, a CSL or CSR who works longer than these shifts in order to complete a customer call shall be paid at straight-time rates until such a call is completed.

Article 16 continues to apply for overtime for employees who work in excess of 37.5 hours per week

Approved overtime worked will be paid out in accordance with Article 16.06.

3. Lunch Breaks & Rest Breaks

Lunch breaks and rest breaks will be scheduled in accordance with Article 15.05.

4. Time Off

a) Entitlements

CSLs or CSRs working a modified work week will have time off entitlements calculated as follows:

i. Annual Vacation

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

ii. Statutory Holidays

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

iii. Sick Leave

Each CSL or CSR will be credited with 37.5 hours of Sick Leave for each week of sick leave specified in Article 10.

iv. Other Time Off

MEMORANDUM OF AGREEMENT

For all other leaves in the Collective Agreement, a "day" shall be considered 7.5 hours and a "week" shall be considered 37.5 hours.

b) Other

CSLs or CSRs working a modified work week who are absent for time off as noted above will have absences calculated on the basis of hours utilized to a maximum of 9.5 hours per day.

5. Shift Premium

Shift premiums will be paid in accordance with Article 15.08 of the Collective Agreement.

~~Either party may terminate this Letter of Understanding by giving 30 days' written notice.~~ Reversion to a regular full-time shift schedule will not result in any additional cost to the Company.

Amend

**Letter of Understanding #7
Re: Employment of Students**

General Terms

1. All students will be required to become and remain COPEMoveUP members for the duration of their work ~~term~~.

2. COPEMoveUP will be advised of the student's name, position, and department prior to placement.

~~3. All student positions shall not be subject to the job posting procedures in the collective agreement.~~

~~4. Employees hired as students will not accrue seniority and will not be entitled to apply for regular or temporary COPE-affiliated bulletined positions.~~

-

~~3.~~ 5. Students shall not be entitled to sick leave, long term disability or any of the benefit plans outlined in this collective agreement except where expressly stated in this LOU.

~~4. 6.~~ The terms described in this Letter of Understanding shall apply for the term of the Collective Agreement unless modified by mutual agreement of the Parties.

~~6. Either Party retains the right to discontinue participation in this LOU with four (4) months notice to the other.~~

MEMORANDUM OF AGREEMENT

Co-op Students

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/~~COPE~~-MoveUP CSC Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Employer 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. Employees hired as Co-op students will not accrue seniority and will not be entitled to apply for regular or temporary MoveUP-affiliated bulletined positions.
4. After completing 90 consecutive days of employment, Co-op Students shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.
5. Co-op student positions shall not be subject to the job posting procedures in the collective agreement.
6. ~~53~~. 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 employer 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.
7. 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.
8. No more than four (~~64~~) co-op students would be hired in any four (4) month period without mutual agreement.

MEMORANDUM OF AGREEMENT

9. Co-op students will be entitled to 4% in lieu of vacations, and ~~4.85.2%~~ in lieu of statutory holidays. Co-op students extended and employed longer than the four (4) months period shall be entitled to an additional 6% in lieu of ~~welfare~~ benefits.

10. 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:

WORK TERM	PAY GROUP
1	Group 2 Minimum
2	Group 2 Maximum
3	Group 2 Maximum
4	Group 3 Maximum
5	Group 3 Maximum

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

General Students (Non Co-op Students)

1. 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/~~COPE~~ MoveUP CSC Collective Agreement. A General Student (Non Co-op Students) is an employee hired to fill a part-time position of an ongoing nature while working variable hours in support of customer service. The employment of Students shall not be utilized by the Employer to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement.
2. This agreement as it applies to PTR employees shall apply equally to General Student (Non Co-op Students) employees, except as expressly provided below:
 - i. Article 15.06 shall not apply to General Student employees. General Student employees will work a minimum of three (3) consecutive hours to a maximum of seven and one half (7.5) consecutive hours in a day.
 - ii. General Students will be entitled to percentage in lieu vacation pay in alignment with Article 14.06 (Temporary Employees), 5.2% in lieu of statutory holidays, and an additional 6% in lieu of benefits.

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After completing 90 consecutive days of employment, General Students shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.

- iii. General Student employees will be provided an opportunity to submit in good faith a standing availability form to address scheduling restrictions related to education. Where there is a change in the education circumstance, the student employee may submit a change in their standing availability with a minimum of two (2) weeks' notice where possible. Where no revised form is submitted, the current availability will stand. Subject to business needs, the Company will endeavor to schedule in accordance with the standing availability restrictions of the General Student employee. The Company may require documentation to validate and confirm the nature of the availability restriction.

General Students are eligible to participate in the voluntary Shift Flexibility pilot (LOU #14) as it may be available.

- iv. The Company will endeavor to provide two (2) weeks' notice of their shifts and to provide as much advance notice as reasonably possible of shift changes.
- v. General Student employees will normally work a minimum of ~~37.5~~twenty (20) hours bi-weekly and a maximum of sixty (60) hours bi-weekly. To the extent that the Company has scheduled in accordance with an availability restriction of a General Student employee, bi-weekly hours assigned to that employee may be accordingly reduced.
- vi. General Students may be eligible for additional shifts but will not be offered such shifts until the process outlined in Article 15.07 has taken place.

~~2. 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.—~~

- 3. In the case of a general reduction or layoff of bargaining unit employees General sStudents 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.—~~
- 4. ~~Salary levels for students will be the minimum of the Job classification to which they are assigned.~~Starting salary levels for students will be the minimum of the Job classification to which they are assigned. Students will receive salary increases in accordance with Articles 18.02 and 18.03.

MEMORANDUM OF AGREEMENT

5. ~~5. ——— Students will be entitled to 4% in lieu of vacations and 4.8% in lieu of statutory holidays.~~
6. 5. ——— If a General Student employee ceases to be a student for six (6) months, they must either apply to a Regular role or Temporary role (if one is available). If no other role is available to post into, the employee will be considered to have resigned.

Regular Employees with 12 months or more of service may request to move into a General Student role. If Management approval is provided, the following will apply to the Employee:

1. They will be paid in accordance with Article 18.08 and will receive salary increases in accordance with Articles 18.02 and 18.03
2. They will maintain their seniority date
3. Participation in the pension plan shall be subject to plan eligibility and requirements

Delete

LOU # 8 Emerging Workplace Issues

Renew

LOU #9 – Re: Rescheduling Due to Unscheduled Absences

Delete

LOU # 10 Transition of Work – Construction Service Centre

Amend

Letter of Understanding #11

RE: Calculation of Sick Leave Entitlement for Part-time Employees

The process for calculating sick leave entitlement in hours for part-time employees will be as follows;

1. Regular employees with > **1 year's** service as of ~~July~~-January 1:
 - a) Divide the employee's regular hours for the 12 month period preceding ~~July~~-January 1st by ~~1958-1950~~ hours to determine their full-time equivalent (FTE).
 - b) The FTE figure will then be multiplied by the full-time sick leave entitlement according to Art.10.02 ~~(a)~~ to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
2. Regular employees with >**3 months' and < 1 year's** service as of ~~July~~-January 1:

MEMORANDUM OF AGREEMENT

- a) Divide the employee's regular hours from their date of hire to ~~June 30th~~December 31st by the corresponding full-time hours in that period to determine their FTE.
 - b) The FTE figure will then be multiplied by the full-time sick leave entitlement according to Art.10.~~02 (a)~~ to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
3. Regular employees with **<3 months' service** as of July-January 1:
- a) Employees with less than ~~3 months'~~90 Days service are not eligible for paid sick leave per Art. 10.~~01~~ of the Collective Agreement.
 - b) Employees who become eligible for paid sick leave on or after July-January 1, but who do not have 90 days of consecutive employment~~3 months' service~~ on July January 1 will be assigned the budgeted figure of 0.6 FTE.
 - c) The FTE figure (0.6) will then be multiplied by the full-time sick leave entitlement according to Art.10.~~02 (a)~~ to determine the part-time entitlement.
 - d) Paid overtime is not included in regular hours.
4. Transfers:
- a) Regular employees who permanently transfer from full-time to part-time status during the plan year will not have their sick leave entitlement adjusted until the following July-January 1st.
 - b) Regular employees who permanently transfer from part-time to full-time status during the plan year will have their sick leave entitlement adjusted to the equivalent of 1.0 FTE upon transfer.
 - c) Sick leave ~~and health leave bank~~ hours already taken will be deducted from the entitlement.

The process described above is for the purposes of calculating Part-Time sick leave entitlement only, and does not change the eligibility requirements set out in the Collective Agreement.

Renew

LOU #12 – Re: Vacation Scheduling

MEMORANDUM OF AGREEMENT

Delete

LOU #13 – Re: Job Evaluation

ADD NEW

Letter of Understanding #14

LOU #14 Re: Shift Flexibility

During Collective Bargaining, the Parties discussed increased shift flexibility to support both employee and business needs. In that regard, during the life of the Collective Agreement the Company will put forth a voluntary Shift Flexibility Pilot (“Pilot”) as set out below:

-
Eligibility

- a. The Pilot will be limited to employees in the Customer Service Representative, Collections Representative, Customer Service Leader and Collections Leader classifications
- b. The Pilot will apply to PTR, FTR, and General Student employees
- c. The Pilot will apply to all work locations, subject to (a) above

-
Shift Details

- d. Employees participating in the Pilot may be offered shifts that reduce the minimum hours worked requirement as set out in Article 15.06 (d) from four (4) to two (2) consecutive hours to a maximum of seven and one half (7.5) non-consecutive hours in any day, allowing for the opportunity for split shifts within a workday
- e. Employees participating in the Pilot will be entitled to one paid fifteen (15) minute rest period in each workday where they are scheduled to work at least four (4) hours. Employees will be entitled to two (2) paid fifteen (15) minute rest periods where they are scheduled to work seven and one half (7.5) hours or more in a workday
- f. To the extent a portion of the split shift is greater than a consecutive five (5) hours, an unpaid thirty-minute meal break will be scheduled. In all other cases, where the workday hours are greater than five (5) hours, the unpaid thirty (30) minute meal break will be assumed to occur within the period between the split shifts
- g. Employees participating in the Pilot may accept Overtime and Extra Time so long as it does not conflict with their scheduled shifts. In the circumstance where the additional hours occur in the middle of the split shift, the rest period as defined in Article 16.04 shall commence following the end of the split shifts in the workday. Overtime/Extra Time is not

MEMORANDUM OF AGREEMENT

required to be consecutive, and breaks may be adjusted accordingly. Overtime rates will apply as set out in Article 16.01 (a).

Number of Shifts & Process

h. Split shifts are not expected to exceed 20% of the total number of shifts included in the Shift Bid and the Company will consult the Union if employee interest and business needs support a higher percentage during the course of the Pilot.

i. Split shifts will start and end within a sixteen (16) hour period.

j. Shifts in this Pilot will be offered as part of a formal shift bid in alignment with the existing Night Shift bid process. This occurs in advance of the comprehensive Shift Bid that applies to all other non-UPTR shifts.

General students will not participate in the shift bid and may be assigned split shifts in accordance with availability and business requirements.

k. Any unfilled split shifts will be cancelled.

The Shift Bid Committee will meet on at least a quarterly basis for the first year of the Pilot and thereafter on an annual basis to review and recommend any changes as necessary to support the success of the Pilot. In advance of the meeting, the Company will provide the Shift Bid Committee with data related to the number of employees participating in the Shift Flexibility pilot and an overview of the impact to the other available shifts.

Either party may terminate this Pilot with notice. Notice of termination of this Pilot must be in accordance with the Shift Bid timeline to ensure appropriate business coverage and notice to Employees.

ADD NEW

Letter of Understanding #15

Re: Introduction of Employer's Health Tax (EHT) and BC Medical Services Plan (MSP)

During 2022/2023 Collective Bargaining between FortisBC and MoveUP over the renewal of the Customer Contact Centres (CSC) collective agreement, the Union agreed to the Company's proposal to eliminate all references in the collective agreement to MSP.

The reason for the elimination of the reference to MSP is due to changes in Provincial laws. Healthcare in BC is now primarily funded through the EHT, not the MSP. The deletion of the references to MSP in the Collective Agreement also reflects that the Employer no longer manages employee MSP accounts on behalf of the employee. Employees can now manage their accounts directly with the province. For example, an employee can add or remove a dependent from their MSP directly with the province.

MEMORANDUM OF AGREEMENT

Should the Province of British Columbia re-introduce MSP premiums, or an equivalent program during the life of the Collective Agreement, the language of the collective agreement will revert to that from the 2017-2022 agreement wherever it makes reference to MSP, and the name of the new equivalent program, if different from MSP, will replace those references.