

MEMORANDUM OF AGREEMENT

BETWEEN:

FortisBC Energy Inc., and FortisBC Inc.

(hereinafter collectively referred to as the "Company")

AND:

MoveUP, Local 378 of the Canadian Office and Professional Employees Union

(hereinafter referred to as the "Union")

WHEREAS:

- A. The Parties are bound to a Collective Agreement effective from April 1, 2018 through June 30, 2023 (the "Collective Agreement").
- B. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

The Parties agree that the Collective Agreement is renewed for a term of five (5) years from July 1, 2023 to June 30, 2028, with the changes set out in the Memorandum of Agreement subject to the following conditions:

- 1. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals. Results of the ratification vote will be communicated immediately to the Company following the vote.
- 2. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
- 3. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from the date of ratification unless specifically stated otherwise.
- 4. All items not addressed herein will be considered withdrawn on a without prejudice basis.
- 5. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

6. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.
7. If this Memorandum is ratified, the Union agrees to provide the Company with a draft copy of the resultant Collective Agreement both in hard-copy and digital form within ninety (90) calendar days of the date of completion of the ratification vote. The Company agrees it shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within one hundred twenty (120) calendar days of the date of completion of the ratification vote.

Signed at Surrey, B.C. this 18th day of September, 2024.

For the Union



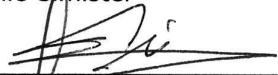
Norm Stickelmann



Lea McNaughton



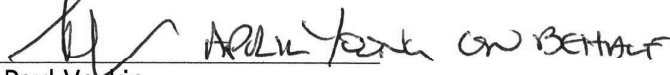
Michelle Simister



Charlie Lee



April Young




Paul Voykin


For the Company



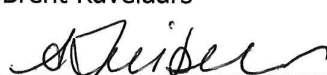
Darwin Anderson




Cindy Peden



Brent Kavelaars



Adrienne Twibill



Colin Murdoch

BARGAINING PROTOCOL AGREEMENT

BETWEEN: FortisBC Energy Inc. and FortisBC Inc.
(the "Company")

AND: Canadian Office and Professional Employees Union, Local 378 (MoveUP)
(the "Union")

(To Be Resolved Prior To Commencement of Collective Bargaining)

WHEREAS:

The parties are in the process of commencing collective bargaining to renew their collective agreement (expiry June 30, 2023).

The parties wish to enter into this bargaining protocol agreement to determine the process which will guide collective bargaining.

NOW THEREFORE IT IS AGREED:


Exchange of Proposals

1. Bargaining proposals shall contain sufficient information to convey their intent but need not be expressed in actual collective agreement language. However, if a proposed article from the collective agreement is to be amended the parties agree to underline all new language and strike-through all removed language.

Ratification

1. It is agreed that any matter settled during bargaining is not binding on the parties until such time as a complete Memorandum of Agreement is concluded and ratified by their respective stakeholders.
2. Union Ratification Process: Where a Memorandum of Agreement is reached, the Union will submit it for ratification in accordance with the applicable provisions of the Union's Constitution and By-Laws.
3. Company Ratification Process: Where a Memorandum of Agreement is reached, the Company will submit it for ratification to its Executive Team.
4. The terms and conditions outlined in this section are subject to other means under the BC Labour Relations Code of reaching a binding agreement.

THIS AGREEMENT made as of the 27th day of October 2023.



Colin Murdoch
For the Company



Paul Voykin
for the Union

Company to Union Proposals for Discussion

January 15, 2024

7A'd
Jan 15/2024
@ 10:35 am

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Housekeeping



Amend - Housekeeping

1. Cover Page and duration to be amended to reflect duration of the new agreement.
2. Footer throughout to reflect duration of renewed agreement.
3. Delete underlining from language that was new as of the creation of the last agreement.
4. Correct any spelling, punctuation, and grammar so long as it does not change the meaning of the language from what was intended by the Parties.
5. Replace Employer with Company
6. For consistency:
 - o Company
 - o Union
 - o Party or Parties
 - o Agreement and Collective Agreement – when referring to the CA
 - o job steward, union representative
 - o manager
 - o employee
 - o Article
7. Gender-neutral pronouns throughout the agreement (they/their)
8. Where there is the symbol % it is also spelled out, e.g., "six percent (6%)"
9. Numbers 0-9 to be spelled out, numbers 10+ to use numerals unless dates, years, or scores.
10. Decapitalize all-caps text in Article 14.08 (a) and (b).
11. Part-Time Regular (e.g., 6.09, 18.01, LOU 34, LOU 42 15.02, 15.04 LOU 15.)
12. Full-Time Regular (e.g., 6.09, 15.07, LOU34 5, LOU 42 15.02.)
13. Fix numbering convention for consistency (15.08 change "1) 2)" to "a) b)"
14. COPE-FortisBC Pension Plan changed to Union-FortisBC Pension Plan
15. Change COPE to MoveUP – Appendix C Job Titles
16. Change HRD to People Department or other at Company's preference.
17. Update job groups to reflect any changes that have been made since the last Collective Agreement.
18. Correct any numbering bullets or lettering out of sync.
19. Provide uniformity in spacing for headers and sub-headers.
20. Make capitalization consistent in sub-headers.
21. Where there are dollar amounts – two dollars and fifty cents (\$2.50)
22. Manager or Supervisor – consistency if they are the same
- 22-23. The parties agree to update SCHEDULE A with all roles that have been created and evaluated since the last round of bargaining

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.



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.

Handwritten signature in blue ink and initials 'PV' in black ink.

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 1.06 d)

Amend

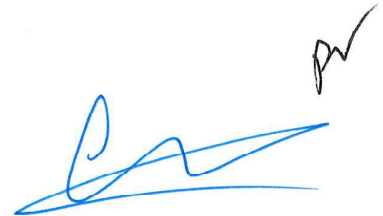
1.06 BULLETIN BOARDS AND COMMUNICATION

- d) The Company shall provide standard remote access to ~~Connector~~ the Company's Intranet to Union Representatives who are assigned to the bargaining unit.

TA-d

Jan 24/2025

@ 10:35am



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.


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

Re: Article 1.08

Amend

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

15
Jan 15/2024
@ 10:35am

 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 3.13

Amend

SECTIONS ~~103-104~~ AND 87


3.13 Notwithstanding all of the foregoing provisions of this Article, at any time after the commencement of Step 1, the procedure set out in Section ~~103-104~~ of the Labour Relations Code of British Columbia (Bill 84 - 1992) may be implemented as follows:

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

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

TA'd Jan 25/2024

@ 10:35 am

PV 

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Jan 15/2024

@ 10:35 am

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 3.15

Amend

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

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

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



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

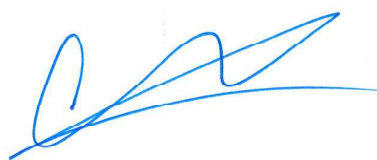
And: MoveUP (Local 378, Canadian Office and Professional Employees Union)

Re: Article 4.02

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 ~~Connector~~ Company's intranet.

TA:d
Jan 15/2024
@ 10:35 am

 PV

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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


Re: Article 6.02

Amend

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

TA-d Jan 15/2024

@ 10:35 am

 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Union @
2:23pm
Feb 28/2024

Union			
Number	Affected Article/MOU	Date: 28 Feb 2024	Time:
ER6	Article 6.02	<i>Union Counter to Er proposal re 6.02(e)</i>	

The Union is presenting the following proposals without prejudice and reserves the right to add to, withdraw, or modify these proposals during negotiations. The Collective Agreement between the Parties shall remain the same, except as modified during these negotiations. All agreements between the Parties shall remain tentative until ratified by the Union's members.

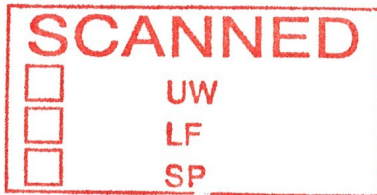
ARTICLE

6.02

- e) The Company agrees that the Manager (or their designate) responsible for making the selection to a job vacancy will conduct placement interviews with at least the 3 most senior qualified applicants for the job. Where the most senior qualified candidate has held the same position for a period of not less than four consecutive weeks within the prior 24 months prior to the posting date, and there have been no circumstances or reasons to cause the Company to believe that the employee cannot perform the role at an appropriate level of performance, then the Company is not required to interview the 3 most senior qualified applicants for the job, it may be awarded to the senior qualified candidate.

Where the Company awards an employee a role without interviewing as above, that employee will not be required to serve the trial period as per Article 5.01(e).

TA'd @ 4:33pm
Feb 28/2024



Paul Vogt [Signature]

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

**FortisBC
PROPOSALS 2023
Union Proposals (UP Item)**

RECEIVED FROM
UNION

1:34 PM

2024/05/28

Union			
Number	Affected Article/MOU	Date:	Time:
UP#25	Article 6.03 e	28 May 24	
		New	

The Union is presenting the following proposals without prejudice and reserves the right to add to, withdraw, or modify these proposals during negotiations. The Collective Agreement between the Parties shall remain the same, except as modified during these negotiations. All agreements between the Parties shall remain tentative until ratified by the Union's members.

ARTICLE

6.03

TA'd July 10, 2024 @ 3:51 PM

e) Where an employee is placed on a progression, at the request of the employee or the Company, the employee may be evaluated in order to demonstrate that their level of knowledge, ability, performance, and qualifications are sufficient to fully perform the job, in which case they shall be deemed qualified in the job.

The employee may request to be evaluated no more than one (1) time in a calendar year. A request must be submitted in writing to the Company, who will inform the Union when it is received. Requests for evaluation made by employees for evaluation will not be unreasonably denied.

Evaluations shall be conducted fairly and impartially. The Company will clearly explain the method of the evaluation will be clearly explained to the employee and/or the Union upon request. If a written test is used to assess technical knowledge, the Company will provide the Union will be provided with a copy of the test and the answer key upon request. The Union will maintain the test and answer key in a confidential manner, i.e. it may not be provided or disclosed to a Company employee. If the Company does not deem the employee qualified after the evaluation, they will provide written reasons for their decision. An employee deemed qualified for a role is not automatically deemed qualified for any other role within the Company.

Paul Vign

E&OE
Signed off this _____ day of _____ 20____

For the Union

For the Employer

PROVIDED TO UNION
2024/02/28
4:25 PM

Company to Union Proposals for Discussion

February 28, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 6.08

Amend

- 6.08 a) A FTR or PTR employee in a hierarchical* classification may be promoted to a higher level in that classification, at the same location, within the same work group, without that job being bulletined, provided; there is no vacancy, the promotion goes to the senior qualified employee and the number of employees in the work group does not increase. The Union shall be notified in writing of all instances where promotions are made under this clause.

*Hierarchical classification is defined as:

Accounts Payable Clerk
Asset Management Analyst
Business Analyst
Engineering Drafter
Measurement Accounting Chart Analyst
Financial Accounting Clerk
GIS Drafter
Integrity/Corrosion Analyst
Operations Process Analyst
Operations Support Representative (OSR)
Planning and Design Technicians / Planning and Design Technologist 1
Quality Analyst
Systems Analyst
Technical Analyst
Technician - Corrosion Control
Technologists – Instrumentation and Communications
Technologists – Capacity Planner Planning
Technologist – SCADA
Technologist – Measurement
Technologist - MRS Compliance
Technologist – GIS

TA'd Feb 28/2024
@ 4:34 pm

Paul
Vogel



- b) For purposes of the above hierarchical classifications, "work group" is defined as that group of employees who participate on the same shift schedule or, where no shift schedule exists, on the

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

same vacation schedule. The position of Work Leader, if it exists, is not included in the hierarchy and any vacancy must be bulletined.

A handwritten signature in blue ink, consisting of a stylized, cursive name that appears to be 'J. A. P.' followed by a large, sweeping flourish.

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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


Re: Article 9.04

Amend

9.04 PUBLIC OFFICE

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

TA'd Jan 15/2024
@ 10:35 am

 PV

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 9.07

Amend

9.07 PREGNANCY LEAVE

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

TA'd Jan 15/2024

@ 10:35am



PV

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TA'd Jan. 15/2024

@ 10:35am

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 9.08

Amend

9.08 PARENTAL LEAVE

- a) To request parental leave only, an employee must notify their manager in writing no less than 30 days prior to the commencement of the leave. The notice must include the start and end dates. During parental leave, ~~the B.C. Medical Services~~, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees shall have the option of prorating the reimbursement amounts over the period of six months.
- b) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B.C. as follows:
 - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy/maternity leave taken unless the employer and employee agree otherwise;
 - ii) for a parent, other than an adopting parent, who does not take pregnancy/maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children; and,
 - iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child or children are placed with the parent.
- d) To change to an earlier return date, employees must notify their immediate manager (or designate) in writing no less than 30 days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

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Company to Union Proposals for Discussion

January 15, 2024

TA'd Jan 15/2024
@ 10:35am

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 9.09

Amend

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

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

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

CW PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd July 17/2024
@ 3:08 pm

Company to Union Proposals for Discussion

July 17, 2024



Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 9

Amend

ARTICLE 9 - LEAVES OF ABSENCE

9.01 BEREAVEMENT LEAVE

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

9.02 FUNERAL ATTENDANCE

One half (1/2) day shall be granted without loss of pay to attend a funeral as pallbearer or mourner, provided such absence does not interfere with the efficiency of the department. Such leave shall not be unreasonably withheld.

9.03 JURY DUTY

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

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

CH 22

9.04 **PUBLIC OFFICE**

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

9.05 **MEDICAL/DENTAL APPOINTMENTS**

- a) Wherever possible, employees shall schedule medical and dental appointments outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their sick leave or their pay where the period of absence from work is two (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 from sick leave or from pay (if paid sick leave is exhausted). Managers at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.
- b) The Union agrees that employees should cooperate with their ~~Managers~~ managers by providing as much notice as they can of pending medical and dental appointments; this is to facilitate replacement staff and scheduling of work. Furthermore, the Union will encourage its members to make every effort to schedule their appointments on PDO ~~or FDO~~ days, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.

9.06 **LEAVES OF ABSENCE WITHOUT PAY**

- a) Regular employees may be granted a leave of absence without pay upon application to their Manager where such leave of absence does not exceed fourteen (14) calendar days, insofar as the proper operation of the service will permit. All leaves of absence must be approved by the Company. Examples of the types of reasons that may be considered are; to participate in cultural events or attend to family responsibilities outside of the country.
- b) Employees who have completed five (5) or more years of service shall, on request, receive ten (10) scheduled working days leave of absence per year without pay. All days taken in any

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

calendar year must be consecutive, (exclusive of other scheduled days off), i.e. one (1) occurrence per year only. The leave of absence shall be scheduled at a time mutually agreeable between the employee and the Company and such agreement will not be unreasonably withheld.

- c) It is agreed that an employee cannot request or be granted a leave of absence, for reasons other than pregnancy/parental leave, until all of their outstanding vacation entitlement has either been taken, or is scheduled to be taken.
- d) After ten (10) calendar years of service an employee will be entitled to a one-(1) time unpaid long service leave of up to twelve (12) months. No alternative paid employment may be undertaken by an employee during this leave. This leave is subject to the terms and conditions set out in Article 20.02.

9.07 PREGNANCY LEAVE

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

9.08 PARENTAL LEAVE

- a) To request parental leave only, an employee must notify their manager in writing no less than thirty (30) days prior to the commencement of the leave. The notice must include the start and end dates. During parental leave, ~~the B.C. Medical Services~~, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees shall have the option of prorating the reimbursement amounts over the period of six (6) months.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

- b) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B.C. as follows:
 - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (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 sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children; and,
 - iii) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.
- d) To change to an earlier return date, employees must notify their immediate manager (or designate) in writing no less than thirty (30) days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

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

- a) The Parties agree that regular employees who are on pregnancy leave and who have given birth to a child shall receive a six (6)-week EI top-up as follows:
- b) Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee's last working day prior to commencing pregnancy leave.
- c) The top-up shall be to 70% or 100% of regular earnings (per the employee's entitlements under Article 10.02) and shall commence with the date of birth.
- d) Regular earnings for purposes of this Article are defined as the employee's base rate earnings for ~~her~~ their regular job (not necessarily the job ~~she is~~ they are in when commencing pregnancy leave) and do not include any premium payments.
- e) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances - in other words, an employee is not entitled to a greater 'sick leave' benefit

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

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under this Article than she would be for any other disability.

- f) The first stage of top-up (currently the ~~two-one~~ (1) week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- g) The second stage of the top-up (following the ~~two-one~~ (1) week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- h) Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the FortisBC top-up retroactively.
- i) Should the employee's birth-related disability continue beyond the six (6) week top-up period, the company will continue the appropriate top-up amount for so long as the birth-related disability continues, or until EI entitlements are exhausted, or until 'sick-leave-equivalent' entitlements are exhausted (per Paragraph e, above), whichever first occurs.
- j) The disability-related portion of the pregnancy leave is considered part of the term of pregnancy leave specified by Article 9.06.
- k) Should the employee continue to be disabled as a result of complications from the childbirth at the end of the pregnancy leave period, the LTD provider's ~~fifteen~~ (15)-week waiting period is deemed to run concurrently with the employee's pregnancy leave from the date of childbirth.
- l) The FortisBC claims management process will be used to assess all medically-related absences except for the six (6)-week period immediately following the date of childbirth. Absences immediately following this six (6)-week period will not be subject to the normal five (5)-day waiting period for claims management.
- m) The employee is not eligible for paid sick leave allowances for a disability not related to childbirth unless the disability was pre-existing to the period of pregnancy leave.

9.10 GENDER TRANSITION LEAVE

- a) 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 alignment will be granted a leave for the duration supported by the medical certificate. Sick leave benefits may apply as set out in Article 10.

9.11 OTHER LEAVES

- a) Employees may be eligible for other leaves as per the BC Employment Standards Act.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 10.17

Amend

10.17 LTD EMPLOYEES RETURNING TO WORK

- a) When employees return from a period of sickness or disability after their positions have been filled, the Company will attempt to place them in a regular position for which they are qualified ~~in accordance with HMR-01-08~~, subject to agreement of the Union. The position will be at the same salary level, or as near as possible to the employee's previous rate.
- b) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into their previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date long term disability payments became effective.
- c) If their previously held position is occupied by a more senior employee, the employee will be entitled to exercise their bumping options pursuant to Article 7.02 and/or layoff to recall protection under Articles 7.02(d), and 7.03.
- d) If the employee returns after more than two years from the date long term disability payments became effective and there are no placements options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 7.02(d) and 7.03.

TA'd Jan 15, 2024
@ 10:35am

 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.



**FortisBC
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date: <i>Jan 15, 2024</i>	Time: <i>3:30pm</i>
UP#9 ER #11	Article 11.05 Article 11.02	<i>Amend</i>	

The Union is presenting the following proposals without prejudice and reserves the right to add to, withdraw, or modify these proposals during negotiations. The Collective Agreement between the Parties shall remain the same, except as modified during these negotiations. All agreements between the Parties shall remain tentative until ratified by the Union's members.

ARTICLE 11.00

11.02 PERSONAL PROTECTION

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

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

11.05 EMPLOYEES WORKING AT NIGHT

- a) Except as provided in Article ~~16.10~~ 16.12, when employees other than regular shift workers (Emergency Operations Centre, Gas Control, etc.) are required to work overtime later than 22:00 hours:
 - i) the Manager shall, if requested by the employee, make arrangements for an escort to their motor vehicle or public transit or,
 - ii) if the employee is travelling by foot or to an insecure public transit destination, the Manager may, if requested by the employee, have the employee driven home by Company personnel or by taxi, at the Company's expense.
- b) The Union and the Company agree to meet to discuss any extraordinary circumstances that may affect the safety of regular shift workers whose shift or overtime ends between dusk and dawn.

TAd @ 3:30pm

Signed off this 15th day of January 2024

For the Union *Paul Vajin*

For the Employer *[Signature]*

TA'd Jan. 15/2024
@ 10:35 am

Company to Union Proposals for Discussion

January 15, 2024



Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 12.05

Amend

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

a) **WORKING HOURS**

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

b) **WORK DAY**

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

c) **WORK WEEK**

Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays

d) **STATUTORY HOLIDAYS**

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for ~~12~~¹³ days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

e) **SHIFT PREMIUMS**

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

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

f) **LUNCH BREAKS**

The lunch break will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

g) **WORK BREAKS**

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

h) **OVERTIME PAYMENTS**

All time worked in excess of the hours specified in Article ~~12.04~~12.05 shall be paid for at the rate of double time. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and statutory holidays shall be paid at the rate of double time. All time worked on annual vacation shall be paid for at double time plus regular salary.

i) **OVERTIME BANKING**

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

j) **SIGN-UPS**

- i) A majority of any group of shift workers may elect to sign-up on a seniority basis to establish the choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.
- ii) Shift sign-up shall be by seniority as defined in Article 4 or by criteria determined by a simple majority of the group concerned, subject to approval by the Company and the Union. Once established, the sign-up criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up.

k) **NOTICE OF RELIEF**

- i) To provide relief coverage for unscheduled leaves of absence due to sickness, accidents, etc., the Company may request an employee to temporarily change their shift. When shift employees' scheduled shifts are changed, 2 calendar days notice will be provided. If less notice is given, up to the first two of the changed shifts, occurring consecutively, shall be at double time rates as follows:

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

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The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

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



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 13.01

Amend

ARTICLE 13 - STATUTORY HOLIDAYS

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

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day <u>National Day for Truth and Reconciliation</u>
Easter Monday	<u>Thanksgiving Day</u> <u>Remembrance Day</u>
Victoria Day	<u>Remembrance Day</u> <u>Christmas Day</u>
Canada Day	<u>Christmas Day</u> <u>Boxing Day</u>
	<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.

TA'd Jan 15/2024
@ 10:35am

 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

provided to Union
9:46 am.
Feb 27, 2024

Company to Union Proposals for Discussion

February 27, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 13.03 V3

Amend

13.03 Statutory holiday pay for part-time regular and Temporary employees shall be paid in accordance with Article 19.02 (g) of this Agreement.

TA'd Feb 28/2024
@ 2:10 PM

Paul Vayri 

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

February 28, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 14.03 c)

Amend

14.03 PAYMENT OF VACATIONS

- c) Adjustments arising out of the percentage application will be made ~~in the first quarter~~ in or before pay period eight (8) 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.

TA'd e 4:33pm
Feb 28/2024

Paul
Vaples



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Provided to Union.
@2:55pm Feb 27/2024

Company to Union Proposals for Discussion

February 27, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 14.03 e)

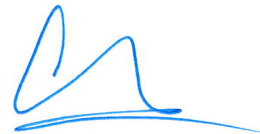
Amend

14.03 PAYMENT OF VACATIONS

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

TA'd Feb 28/2024
@ 2:10pm

Paul Veyli



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 14.05

Amend

14.05 SCHEDULING VACATIONS


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

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

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

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

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

TA-d. Jan 15, 2024
@ 10:35 am
 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Union			
Number	Affected Article/MOU	Date: 10 July 24	Time:
UP#21	Article 14	<i>Amend</i>	<i>11:45 am PV</i>

The Union is presenting the following proposals without prejudice and reserves the right to add to, withdraw, or modify these proposals during negotiations. The Collective Agreement between the Parties shall remain the same, except as modified during these negotiations. All agreements between the Parties shall remain tentative until ratified by the Union's members.

14.02 ANNUAL VACATION ENTITLEMENTS AND PAY

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

- a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of six percent (6%) of gross earnings less any pay actually received for vacation taken.
- b) Vacation Entitlement Vacation Pay:

Vacation Entitlements and Pay

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

14.03 PAYMENT OF VACATIONS

- a) Provided an employee has not triggered a pro-ration under 14.08, payment for vacations will be made at an employee's rate of pay at the time the vacation is taken, or depending upon their vacation entitlements, at the rate of 6%, 8%, 10%, or 12% of their current year's earnings, whichever is the greater.
- b) Where an employee has triggered a pro-ration under 14.08, vacation entitlement any pay will be governed by the applicable clause.
- c) Adjustments arising out of the percentage application will be made ~~in the first quarter~~ in or before pay period eight (8) of the following year. Notwithstanding the foregoing, banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.
- d) Upon termination of service all employees will receive final vacation pay prorated on the basis of an anniversary date of 1 January.

TA'd July 10, 2024 @ 3:53pm

[Signature]

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

14.04 **BROKEN VACATIONS-VACATION SCHEDULING**

- a) Vacations may be taken in broken periods but normally at least two (2) weeks of the year's entitlement must be taken as a continuous period.
- b)
 - i) Employees shall select their vacation periods in order of seniority as defined in this Agreement within their work group as defined in Article 6.08(b).
 - ii) ~~However,~~ Only one (1) vacation period shall be selected by seniority until all employees in the signing work group have selected one (1) period.
 - iii) Subsequently, all employees in the signing work group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.
- c) Annual vacation periods shall not conflict with essential departmental requirements. However, agreement to schedule time off shall not be unreasonably withheld by the Company. Employees must take all of their annual vacation (including PDOs) before the end of the calendar year.
- d) Time off will be taken from the following banks in succession until they are depleted. It is understood between the Parties that current vacation and PDOs carried over from Jan 1st to March 31st shall be taken out of the bank first before using the table below. This shall not affect grand-parented banks.

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

- e) Where an employee may be in a temporary assignment during the vacation booking period or will be in a temporary assignment in the coming calendar year, they are encouraged to work with their regular manager and temporary manager to resolve any conflicts or concerns regarding their vacation requests.

14.05 **RE-SCHEDULING VACATIONS**

Re-scheduling annual vacation periods shall not conflict with essential departmental requirements. However, agreement to schedule time off shall not be unreasonably

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withheld by the Manager Company. Employees must take all of their annual vacation (including PDOs) before the end of the calendar year.

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

~~Time off will be taken from the following banks in succession until they are depleted. It is understood between the Parties that current vacation and PDOs carried over from Jan 1st to March 31st shall be taken out of the bank first before using the table below. This shall not affect grand-parented banks.~~

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

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

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

14.07 **RELIEVING ON HIGHER-GROUPED JOB**

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

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

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

In any case where an accumulation of such absences exceeds six (6) calendar months in a calendar year, vacation entitlement for ~~that the following~~ calendar year will be reduced by 1/6 for each full calendar month of absence in excess of six (6) months. During the year an employee is away due to illness where their vacation entitlement would be reduced in accordance with Article 14.08(a) or 14.08(b), the employee may elect to:

- i) carry over enough regular vacation days up to a maximum of their following year's entitlement, to bring them to a full vacation entitlement year, or

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- ii) elect to have their current regular vacation balance paid out at the current year end.
- b) **ABSENCES OTHER THAN STATUTORY LEAVE, SICK LEAVE, LONG TERM DISABILITY, WCB AND ANNUAL VACATION.**

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

- c) It is understood that Article 14.08 vacation pay pro-ration will not apply to full-time regular employees during months seven (7) to nine (9) of pregnancy/parental leave providing the employee returns to full-time status and remains on full-time status through December 31 in the year in which they return. This understanding is without prejudice to the position of the Parties in the relationship of pregnancy/parental leave to other provisions of the Collective Agreement.

d) Employees who have taken their annual vacation entitlement and subsequently leave the Company's service part way through the year will be required to reimburse the Company for any portion of that year's annual vacation already taken.

~~14.09~~ **INLAND/COLUMBIA VACATION ENTITLEMENT**

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

~~14.1009~~ **CANCELLATION OF VACATION**

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

~~14.110~~ **PAST SERVICE CREDITS**

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

~~14.1211~~ **SUBSTITUTION OF LEAVE(S)**

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

- a) Only paid leaves that are scheduled for more than five (5) days are eligible for substitution.
- b) In the case of Annual Vacation (AV), only the first fifteen (15) days of AV in any vacation year are eligible for substitution.

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- c) Substitution will only apply if the employee has a very serious illness, such that they require admission to a medical ward. This does not include an overnight stay in Emergency.
- d) The employee must provide the Company with a medical certificate from their physician or equivalent hospital documentation.

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 16.09

Amend

16.09 OVERTIME BANKING

(Excluding LOU #42 Grand Parented Electrical Employees)

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

TA-d Jan 15/2024

@ 10:35 am

 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Feb 28, 2024
@ 2:10 pm

Company to Union Proposals for Discussion

February 27, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 16.11 b) iii)



Amend

16.11 MEAL PROVISIONS

- a) Where an employee is required to work less than 2 hours beyond their regular shift, a 1/2 hour unpaid meal period will be allowed.
- b) An employee will be paid for a 1/2 hour meal period at double time and the Company will provide a meal or reimburse the employee for reasonable meal expenses incurred:
 - i) where the actual overtime worked, exclusive of any meal period is 2 hours or longer before or after the regular day or shift;
 - ii) where an employee is called in and works 4 hours overtime;
 - iii) where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift, the first meal period, regardless of when or if it is actually taken, will, for the purposes of scheduling the subsequent break, be considered to have been taken immediately after the regular shift (resulting in this second overtime meal being earned 4.5 hours after the end of the regular shift);
 - iv) where an employee misses a paid meal period to which they are entitled they shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- c) Where work is prescheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the Company will not be required to provide lunch or pay for a meal time if taken.

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Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 16.15

Amend

16.15 STANDBY ARRANGEMENTS

- a) An employee scheduled on standby, whether or not they carry an electronic device-pocket pager, will be paid for two (2) hours at straight time for the 24 hour period commencing daily at 08:00 Monday to Thursday inclusive, 3 hours at straight time for the 24 hour period commencing at 08:00 Friday, and 4 hours at straight time for the 24 hour period commencing at 08:00 on a Saturday, Sunday or Statutory Holiday.
- b) Where possible, standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours' notice of standby duty, they will be under no compulsion to accept such duty.
- c) No employee will be compelled to accept standby on 2 consecutive weekends or on 2 consecutive holiday weekends.
- d) Standby premiums will be paid in the pay period in which they are earned.

TA'd

January 15, 2024

@ 3:37pm

 Paul Veyri

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

January 15, 2024


Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 16.17

Amend

- 16.17 Employees who are assigned an ~~electronic-paging~~ device for the purpose of providing telephone consultation (as opposed to being on standby; ready and able to report to work) shall be compensated at the rate of one hour at straight time for each calendar day of such assignment and shall in addition receive the pay for telephone consultation specified by Article 16.16.

TA'd Jan 15/2024
@ 10:35 am
 PV

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Feb 28/2024
@ 2:10 PM

Company to Union Proposals for Discussion

February 27, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 17.04

Amend

17.04 Expense Claims

- a) Employees traveling on Company business or working away from their established headquarters will be reimbursed for reasonable expenses, as set out below, by submitting the appropriate Company form:
- (i) Accommodation expenses for which receipts are required.
 - (ii) Meal expenses will include actual expenses incurred for all meals and gratuities. Receipts are required.
 - (iii) Personal vehicle mileage expenses subject to Article 17.05 and other travel expenses, which will include taxis and parking.
 - (iv) Miscellaneous expenses where incurred will include telephone, laundry, valet, and any other reasonable expense. Any one item in excess of \$15 will be explained and supported by receipts.
- b) At the request of the employee, the Company shall instead of the provisions of Article 17.04 (a) (i) (ii) and (iv) above, pay an allowance to cover the employee's increased expenses of \$100 per overnight stay for the period the employee is traveling on Company business or working away from their established headquarters.
- c) At the request of the employee, the Company shall instead of the provisions of Article 17.04 (a) (ii) and (iv) (including the \$15 per night miscellaneous) pay an allowance of \$65 per overnight stay.
- d) Expenses incurred while on Company business in the USA shall be reimbursed in ~~American~~ Canadian funds at no loss to employees.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Jan 15/2024
@ 3:37pm

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 17.06

Amend

17.06 Moving Expenses

- a) Moving expenses for regular employees will be paid in accordance with Article 17.07 (full expenses) or 17.08 (limited expenses) when all of the following conditions have been met:
 - (i) The employee must be moving from, and to, a regular position; and
 - (ii) The employee must actually incur a change in residence; and
 - (iii) The new headquarters must be further from the original residence than was the previous headquarters; and
 - (iv) The new headquarters must be more than 25 km away from the original residence; and
 - (v) The new residence must be closer to the new headquarters than is the old residence to the new headquarters; and
 - (vi) The employee must initiate their move to the new residence within three months of moving to their new headquarters; and
 - (vii) The employee must submit their claim for all moving expenses, including supporting documentation, within 12 months of moving to their new headquarters, unless a longer period is agreed to in writing by the Manager, ~~Human Resources~~Talent Acquisition.
- b) An employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
- c) The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Company for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Company within one year of the date of the move.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

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- d) Where an employee is granted a transfer for compassionate reasons under the provisions of this clause, the matter will be discussed with the Union, and the Company at its discretion may pay all or part of the employee's moving expenses.
- e) An employee who is directed by the Company to change their headquarters or who becomes redundant due to automation, new equipment or new office procedures, shall be eligible, under the following conditions, for reimbursement for realtor's commission in selling their present home and legal fees in purchasing a new home in order to take another Company job:
 - i) the employee has been notified in writing that the change of jobs is of a continuing nature;
 - ii) a change of headquarters is involved and the new headquarters is outside municipal boundaries of the present headquarters and where the Parties agree that it is not practical for the employee to commute daily to their new headquarters;
 - iii) the employee and/or the employee's spouse is the registered owner of the home being vacated;
 - iv) costs are actually incurred and the employee provides receipts;
 - v) the employee has a minimum of 4 years accredited service with the Company; and,
 - vi) the employee continues to work for the Company for a minimum of 1 year.

Paul Vepi

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TAd Jan 15/2024
@ 10:35am

Company to Union Proposals for Discussion

January 15, 2024



Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 17.07

Amend

17.07 Full Moving Expenses

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

- a) The location of the employee's headquarters being changed by the Company, except as limited by Article 17.07(c).
- b) A move as a result of the employee being displaced under Article 7, Layoff and Recall.
- c) A move as a result of the employee receiving a promotion under Article 6. Such payment is limited to a maximum of one move every five years.
- d) Costs covered will include:
 - i) packing and unpacking of household furniture and equipment;
 - ii) mover's charge;
 - iii) insurance against damage to household effects in transit;
 - iv) storage of household furniture and equipment which is being moved to the employee's new residence for up to one month, or for such longer period as may be approved by the Manager, ~~Human Resources~~ Talent Acquisition.
- e) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding \$500 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes, and utility hookups, etc.
- f) The Company will be responsible for:
 - i) making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

for approval to the Manager, Human Resources.

ii) placing of the insurance on his household effects in transit.

iii) obtaining reimbursement from carriers for any damage to effects in transit.

g) The Company will pay all reasonable charges for:

i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.

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



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA id Jan 15, 2024
@ 3:37 pm

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.



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

Re: Article 17.08

Amend

17.08 Limited expenses

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

- a) Costs covered will be as follows:
 - i) packing and unpacking of household furniture and equipment;
 - ii) mover's charge;
 - iii) insurance against damage to household effects in transit;
- b) The Company will be responsible for:
 - i) making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, **Human Resources Talent Acquisition**.
 - ii) placing of the insurance on his household effects in transit.
 - iii) obtaining reimbursement from carriers for any damage to effects in transit.
- c) The Company will pay all reasonable charges for:
 - i) Transportation of entire family via air, rail or car. If the employee's own car is used, standard mileage rates will prevail. This includes meals, lodging enroute and normal living expenses.
 - ii) In the event that the employee precedes their family to the new location, the Company will pay their personal living expenses for up to one month in order to find reasonable living accommodation.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

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

Paul Vafi

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Feb 28/2024

@ 2:00 PM

Company to Union Proposals for Discussion

February 27, 2024

Paul
Vogli

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 18.01

Amend

18.01 SALARIES

- f) ~~All new hires, re-hires, and employees changing status from temp (hourly) to regular (salary) shall be paid by direct payroll deposit.~~

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

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Jan 15/2024

Company to Union Proposals for Discussion

@ 10:35 am

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 19.02

Amend and retain footnote re: 'legacy employees' in (h)

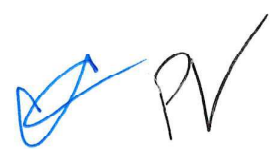
19.02 **PART-TIME REGULAR (PTR)**

- a) An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature.
- b) Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 60 hours per bi-weekly pay period except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status. A PTR employee will normally be scheduled a minimum of 24 hours bi-weekly. At the end of any bi-weekly sign-up period where the minimum of 24 hours is not scheduled, the employee(s) working those schedules shall have the right to choose layoff under the terms of the collective agreement.
 - i) An assigned regular schedule will be established by the Company at the time of hire and will be for a minimum period of 2 weeks.
 - ii) Within an assigned schedule the days worked and the daily/weekly hours may differ.
- c) A manager may change an established schedule but must provide 2 weeks notice of any change.
- d) Notice of change is not required where a schedule is varied by mutual agreement between the employee and the manager.
- e) The employee will participate in Benefit Plans in accordance with Article 21, and in the applicable Pension Plan.
- f) Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.
- g) Annual vacation and statutory holiday pay shall be paid bi-weekly as a percentage of gross bi-weekly earnings. The percentage paid shall be ~~10.811.2~~ 10.811.2% if entitled to 3 weeks annual vacation and increased by 2% for each additional week of annual vacation earned. When additional statutory holidays are declared in accordance with Article 13.01 of this Agreement, then the percentage shall be increased by 0.4% for each additional holiday so declared. On each anniversary date, a part-time regular employee

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shall have the option of accruing annual vacation pay to be paid out at the time of taking annual vacation.

- h) A part-time regular employee shall progress through the salary scale on the basis of accumulated hours worked (inclusive of A/V, sick leave and absence due to Workers Compensation) at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated hours and shall occur effective the first of the month in which the employee accumulated 1,826 hours for legacy¹ employees and 1,957.5 hours for standard employees.
- i) The Company shall not hire or use PTR employees to avoid the continuance, creation or filling of positions for or by PTR employees.



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd July 18, 2025

@ 2:43 pm

Company to Union Proposals for Discussion

July 18, 2024

Paul K. Jui


Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 7 and 20.01

Note: The following proposals are non-divisible

Amend

ARTICLE 7 – LAYOFF AND RECALL

7.01 a) When, in the opinion of the Company, it is necessary to reduce personnel, the Company will notify the Union with no less than sixty (60) calendar days written notice of intention to introduce automation or new equipment which might result in displacement or reduction of personnel or changes of job classification. The notice will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.

To proactively enhance knowledge, ability and qualifications based on new technologies or equipment, employees are encouraged to access their entitlements under Article 20.

Amend

Article 20 -Training

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

To assist with this goal:

a) At least on an annual basis each employee ~~and~~ with their manager will conduct a ~~performance review~~ training needs analysis meeting for the employee, ~~and as part~~ The purpose of this ~~review meeting is to~~ attempt to identify known or anticipated challenges to the employee's current job and career path as identified by the employee. Examples of such challenges include:

i) Lack of skills and qualifications needed to apply for promotions within the Company.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.



- ii) Foreseeable changes in the sector or the needs of the Company for which the employee may require updating of skills, or re-skilling.

- b) A training ~~needs~~ profile will be developed as part of the ~~performance review~~ training needs analysis meeting process. This profile will specify which of the following will be emphasized in the employee's training:
 - i) training for current tasks, or

 - ii) training for anticipated requirements, which will include if necessary, career transition preparation for different job streams, both inside and outside the Company.

- c) The Joint Training Committee shall consist of ~~a minimum of~~ four (4) persons, two (2) appointed by the Company and two (2) appointed by the Union. Delegates may attend where an appointed committee member is not available to attend the meeting. The Joint Training Committee shall meet ~~quarterly semi-annually~~ or at the request of either party with two week's advance written notice and shall, as part of its mandate, ~~jointly review employees' training needs profiles and~~ explore emerging skillset requirements for employability. In consideration of employees' training profiles. ~~The~~ Committee shall ~~also~~ develop a catalogue of various sources of training and education related to the emerging skillsets, and it will make this information available to all managers and employees.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Jan 15/2024
@ 10:35am

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Article 21.01

Amend

ARTICLE 21 - BENEFIT PLANS

21.01 MEDICAL SERVICES PLAN COVERAGE AND EXTENDED HEALTH BENEFITS

MEDICAL SERVICES PLAN COVERAGE

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

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

EXTENDED HEALTH BENEFITS

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

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd Jan 15/2024

@ 10:35am

Company to Union Proposals for Discussion

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: LOU #? Employer's Health Tax (EHT) and BC Medical Services Plan (MSP)

Add New LOU #XX

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

The Union and the Company agree to eliminate all references in the Collective Agreement to the provincial Medical Services Plan (MSP).

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

Should the Province of British Columbia re-introduce MSP or an equivalent program, the language of the Collective Agreement will revert to that from the 2018-2023 agreement wherever it refers to MSP, and the name of the new, equivalent program, if different from MSP, will replace those references.

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

February 27, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: LOUs 7, 14, 34, 40, 41

Renew

LOU # 7 – GAS CONTROLLERS

Renew

LOU #14 – JOB SHARING

Renew

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

Renew

LOU #40 - OVERPAYMENT RECOVERY

Renew

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

TA'd Feb 28/2024

@ 2:00pm

Paul Vayn

[Signature]

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.



**FortisBC
PROPOSALS 2023
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Number	Affected Article/MOU	Date: 4 April 2024	Time:
ER LOU 21	LOU 21 – Co-op students	<i>Union counter to ER proposal re LOU 21 (option 2)</i>	

The Union is presenting the following proposals without prejudice and reserves the right to add to, withdraw, or modify these proposals during negotiations. The Collective Agreement between the Parties shall remain the same, except as modified during these negotiations. All agreements between the Parties shall remain tentative until ratified by the Union's members.

ARTICLE

LOU #21 – CO-OPERATIVE EDUCATIONAL STUDENTS

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

1. A Co-op Student is a student who is enrolled as an undergraduate in a Co-op program at a recognized Technical School, College or University at all times during the period of employment.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/MoveUP Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement. Co-op Students shall not be employed to backfill for:
 - a) leave of absence replacements;
 - b) special projects which disallows training or employment opportunity to bargaining unit employees;
 - c) emergent considerations.
3. a) FortisBC will ensure that any co-op student employed under this Letter of Understanding will have an employment period of one (1) work term which may be for a period of four (4) or eight (8) continuous months. The Company may request from the Union an extension of the four months original posting length with regards to an educational institution program requiring such extension. The Union will not unreasonably deny such request. Each ~~such~~ four (4) month period of continuous employment for each student shall be deemed to be one (1) work term.

E&OE

Signed off this 4th day of April 2024

For the Union

Paul Vey

For the Employer

[Signature]

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- b) Co-op positions shall not be subject to the job posting procedures in the collective agreement.
4. Co-op students may be re-employed by FortisBC provided there is at least one co-op period of absence between periods of employment, except where the parties mutually agree to waive this requirement. In such instances, where a ~~the~~ Co-op student returns after a period of absence they will advance one step on the salary schedule noted below.
 5. All Co-op students will be required to become and remain MoveUP members for the duration of their work term. Co-op Education Students will not be entitled to apply for regular or temporary MoveUP-affiliated bulletined positions.
 6. Either Party retains the right to discontinue participation in Co-operative Education programs with four months notice to the other.
 7. MoveUP will be advised of the student's name, position and department prior to placement.
 8. No more than two students shall work in any one department unless there is agreement of the Parties.
 9. No more than ~~four (4)~~ twelve (12) Co-op Students would be hired in any four (4) month period without mutual agreement.
 10. Co-op Students will be entitled to 4% in lieu of vacations, and 4.8% 5.2% in lieu of statutory holidays. Co-op students extended and employed longer than ~~the~~ a four (4) month period shall be entitled to an additional 6% in lieu of welfare benefits.
 11. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

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

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

12. Employees hired as Co-op students will not accrue seniority.
13. The Co-operative Educational Students Program as described in this Letter of Understanding shall apply for the term of the Collective Agreement unless modified by mutual agreement of the Parties.
14. Employment of Students
 - a) It is the intent of the Parties that hiring of students will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/MoveUP Collective Agreement. The employment of Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement.
 - b) Students employed between semesters of the educational institution to which they have been admitted or are attending shall be employed for duration not to exceed four (4) months after which time they shall be terminated. During this period students may be assigned, transferred, demoted or terminated as the Company requirements dictate, provided that such assignment does

Handwritten initials: "AK"

not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted.

- c) Student Employee positions shall not be subject to the job posting procedures in the Collective Agreement.
- d) Students shall not be entitled to sick leave, long term disability or any of the benefit plans outlined in this collective agreement.
- e) In the case of a general reduction or layoff of bargaining unit employees, students shall be terminated before regular employees are displaced. The Company will provide 2 days' notice or pay in lieu of notice to students terminated prior to the normal expiration of their work term.
- f) Salary levels for students will be the minimum of the Job classification to which they are assigned.
- g) Students must become and remain members of the Union as a condition of employment as outlined in Article 1 of this agreement.
- h) Students will be entitled to 4% in lieu of vacations and ~~4.8%~~ 5.2% in lieu of statutory holidays.
- i) The Company will advise the Union with at least 2 weeks of advance notice prior to the employment of Students.
- j) Employees hired as students will not accrue seniority.

Renewed: April 4, 2014



TA'd January 15, 2024
@ 3:37p

Company to Union Proposals for Discussion

January 15, 2024

PV

Between: FortisBC Energy Inc. and FortisBC Inc.



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

Re: LOU #31

Amend

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

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

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

1. SHIFT STRUCTURE

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

2. WORKING HOURS

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

3. WORK AND LUNCH BREAKS

- a) When more than one employee is on shift, lunch breaks will be staggered and will be taken at or near the midpoint of the shift or as operations permit and will be one half hour. As well, employees on the night shift will take their lunch breaks at a time when employees on the afternoon shift can provide coverage (i.e. before the end of the afternoon shift).

When only one employee is on shift, the lunch break will be taken at the workstation, paid at straight time and the shift will be reduced by 0.5 hour. In the alternative, when there is no coverage for a shortened shift, the employee will work their full scheduled shift and shall receive an additional 0.5 hours of overtime.

- b) Each employee shall receive three (3) work breaks of fifteen (15) minutes in a shift ranging from eleven

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

PZ

(11) to twelve (12) hours or two (2) work breaks of fifteen (15) minutes for shifts less than eleven (11) hours. The work breaks will be staggered and shall be taken one in each four (4) hour period of the shift.

4. OVERTIME PAYMENTS

All hours worked in excess of the regularly scheduled shift(s) will be paid for at the rate of double time. All hours worked on a scheduled day off shall be paid at the rate of double time unless appropriate notice of change of schedule is given per article 12.0405(k).

5. ANNUAL VACATION

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

6. TIME OFF

EORs' time off entitlement will be calculated as follows:

- a) Annual Vacation

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

- b) Statutory Holidays

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

- c) Purchased Days Off (PDOs)

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

7. GENERAL

- a) Scheduled time off shall not conflict with essential department requirements and will be subject to the availability of relief within the group of EORs.
- b) Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 11.5 hours per day.

~~8. TRIAL PERIOD~~

~~There will be a trial period of up to ninety (90) days. Prior to the end of the trial period, the Parties will meet~~

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

to discuss continuation of the shift schedule in this LOU.

9.8. DISCONTINUATION OF THE LETTER OF UNDERSTANDING

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

Renewed: XXX, 2024

but date - PV

Paul Keylin



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

Company to Union Proposals for Discussion

July 10, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: LOU 33, 38, 39, 42

Renew


LOU #33 – Labour Relations Forum

LOU #38 – RE: Article 2 – FortisBC/MoveUP Job Evaluation Plan

LOU #39 – Emerging Workplace Issues

LOU #42 – RE: Amalgamation of FortisBC Inc. Employees and FortisBC Energy Inc. Employees

TA'd July 10, 2024
@ 3:50pm

Paul Vayli 

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

TA'd July 11, 20 24 @ 4pm

Company to Union Proposals for Discussion

July 11, 2024



Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: LOU 37

Amend

LOU #37 – FORTISBC STREET TEAM MEMBERS

Members of the FortisBC Street Team represent FortisBC at community events/special events in communities throughout the province by attending events and promoting energy efficiency and rebate programs. The Parties recognize that FortisBC Street Team members are a unique group of mostly Temporary employees who are hired on an as-and-when required basis and who require increased flexibility due to varied working hours and work days that are event specific. The Company at its discretion may choose to hire full-time regular (FTR) or part-time regular (PTR) employees in one or more locations. The Parties agree to the following terms:

1. A FortisBC Street Team Member ~~roles are hired as Relief Clerks, is a salary job~~ group 3 position as listed in Schedule A. When acting in the FortisBC Street Team "Lead" role, that role is paid at salary job group 4.
2. A work day consists of any consecutive hours up to 7.5 hours, exclusive of lunch period, and may be scheduled between 6:00 and 22:00 at straight-time rates. Time worked in excess of 7.5 hours per day or 37.5 in a week will be compensated at double time rates. Any schedule that is varied to include non-consecutive hours on a given day will attract a premium of 15% paid for all regular hours worked on that day. This premium will be cumulative with any already applied to those hours.
3. A work week shall consist of up to 37.5 hours, consisting of up to five days, Monday through Sunday. Days worked in excess of five days in a work week will be compensated at overtime rates.
4. Where the Company deems it necessary to schedule additional regular hours after the posted schedule, every reasonable effort will be made to ensure temporary employees' hours do not exceed regular employees' hours provided doing so does not trigger penalties. Additional available hours will be given to those employees who reply to the request within a reasonable timeframe given the situation. Preference will be given on a seniority basis and with consideration for event location and

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timeliness of response. Such hours shall be offered first to regular (FTR and PTR) employees then to temporary employees.

Where the Company requires overtime work (an additional shift) to be performed, such hours shall be offered to those employees who replied to the request within a reasonable timeframe given the situation, in order of seniority and with consideration for event location. Such hours shall be offered first to regular (FTR and PTR) employees then to temporary employees.

5. The Company will post the schedules at least two weeks in advance. If, due to legitimate business needs, it becomes necessary to vary a schedule with less than two weeks notice, the Company will ask for volunteers. Where no employee voluntarily accepts such a shift change, the Company will vary the schedule in an equitable manner and those impacted by the change will receive the following premiums:

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

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

Change in scheduled days off:

- (i) Minimum one week notice: no penalty
- (ii) Less than one week notice: compensated at overtime rates for hours worked on scheduled day off.

6. Due to the nature of the work performed, regular weekend work is required. As such, there is no limit on the number of weekends FortisBC Street Team Members work.
7. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with Article 16.09
8. All time worked before 6:30 and after 17:30 shall be subject to a 12% non-core premium. This premium is not paid if the time worked during these hours is at the employee's request or if it attracts a higher premium rate pursuant to articles 13 [Statutory Holidays](#) and 16 [Overtime](#).

9. This premium will not apply to time worked on scheduled days off, statutory holidays, scheduled days off in lieu of statutory holidays, or time worked that is already attracting premium pay in accordance with paragraph three above.
10. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time.

Notwithstanding the above, full-time and part-time regular Street Team employees will receive statutory holidays as set out under Article 12.05 (d)

11. ~~Annual vacation and Statutory Holiday pay will be paid as per Article 19.02(g). Temporary employees shall be entitled to a minimum of 2 weeks' leave of absence without pay in lieu of vacation in a calendar year. These leaves of absence shall not conflict with essential departmental requirements, however requests for such leave will not be unreasonably denied.~~
12. ~~These Temporary~~ employees will not be entitled to any benefits. However, should the period of employment exceed 60 days of accumulated service, they will be paid an additional 8% in lieu of sick leave and welfare benefits. Full-time and part-time regular Street Team members will receive benefits as set out in Article 10.
13. ~~Employees that have completed ninety (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.~~

14. Rehired Street Team employees

- (i) When a Street Team member who has passed their probation as per Article 5.01 bids from a temporary position to a full or part-time regular position, or from a part-time position to a full time regular position, their probationary period in their new position will be deemed to have been served.
- ~~(ii)~~ Where an employee previously worked for the Company as a Street Team member and passed their probation as per Article 5.01, if they are rehired as a Street Team member their probationary period shall be deemed to have been served irrespective of the status of the new role.
- (iii) Where the gap between their terms of employment is less than thirteen (13) months, a rehired Street Team member shall receive the related months of service towards their salary progression as outlined in Article 18.03 (a).

15. Where not expressly excepted in this Letter, all full-time regular and part-time regular Street Team employees will be entitled to all benefits set out in this Agreement after completion of the established waiting period set out in plan documents.

16. Either Party may discontinue ~~the~~ this LOU on ~~30~~ ninety (90) days' written notice to the other Party.

Renewed: February 9, 2018 Revised or Amended xx

***NOTE* (not to be included in the Collective Agreement)**

The Company commits to providing a job description for Street Team and Street Team Lead to the Union within 3 months following the ratification of the Collective Agreement

G-17

Letter of Understanding

Between

FortisBC Energy Inc. & FortisBC Inc.

(the Company)

And

Local 378 – Canadian Office and Professional Employees Union (dba MoveUP)

(the Union)

Re: Grievance filed July 19, 2024 related to LOU #38 - Union file no.: FortisBC/23-0666

WHEREAS the Company and the Union were in disagreement as to whether the benchmark jobs that were reevaluated as part of LOU #38 from the expired Collective Agreement (April 1, 2018 to June 30, 2023) would continue to serve as the only roles that could be used as benchmark roles for the purposes of Article 2 and the job evaluation system once LOU #38 expires.

AND WHEREAS the Union filed a Policy grievance on July 19, 2024, asserting that the roles evaluated as part of LOU #38 are the only roles that could be used as benchmark roles and would continue past the expiry of LOU #38.

AND WHEREAS there are 19 job families defined by the job classification systems plan, each of which encompasses a group of jobs which are sufficiently similar to each other to allow meaningful comparisons to each other. Further, each family definition describes the type of work included in each family. This is further broken down into sub-families which divides some families into logical groups of jobs.

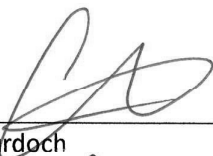
ON A PRECEDENT SETTING BASIS the Union and the Company agree to the following full and final settlement for the above noted grievance based on the following terms and conditions:

1. The benchmark jobs historically listed in the job evaluation system plan book shall be deleted. The 23 roles that were re-evaluated as part of LOU #38 (listed in Appendix 'A' of this Letter of Understanding) will be considered benchmark roles for the purposes of Article 2 and the job evaluation system. It is understood that the Parties have evaluated these roles using point factor analysis.
2. Only the 23 roles listed in Appendix 'A' are required to be evaluated via the point factor system (as required in Article 2.01 c)).
3. Within six (6) months of the ratification of this Collective Agreement, the Company will identify all job families that do not currently have a benchmark role. The Company will establish a minimum of one (1) benchmark role per job family for any job family(s) that does not have a

benchmark role currently identified in Appendix 'A'. The Parties will work to evaluate these newly identified benchmark roles using point factor analysis within eighteen (18) months of ratification.


4. The Company will identify a new job family, and accompanying new sub-families, for Information Systems roles. The Parties will evaluate a minimum of one (1) benchmark role in this family within eighteen (18) months of ratification.
5. Additional benchmark roles may be identified by the Company and added to the list during the life of the Agreement. All benchmark roles will be point-factored as per Article 2.01(c) and will be contained within the Plan.
6. Going forward, roles that have not been evaluated within five (5) rolling years may not be used as benchmarks.
7. For the purpose of evaluating roles, any roles evaluated after January 1, 2022 are considered comparable benchmarks (for use as per Article 2.01 c) and will not be required to be evaluated via the Point Factor System.
8. The Union agrees to withdraw grievance file no.: FortisBC/23-0666.

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



Colin Murdoch
Sr. Manager, Employee and Labour Relations
FortisBC

Sept 18, 2024
Date



April Young
Union Representative
MoveUP

SEP 18 2024
Date

Appendix 'A'

1. Office Services Clerk
2. Communications Coordinator
3. Accounts Payable Clerk 2
4. Ops Financial Analyst
5. Financial Accounting Analyst
6. Financial Accountant
7. Data Analyst
8. GIS Support Analyst
9. Marketing Coordinator
10. Field Operations Assistant
11. Operations Support Representative 2
12. Operations Support Representative 3
13. Emergency and Operations Representative
14. Dispatch Coordinator
15. Pipeline Right Away Inspectors
16. Procurement Specialist
17. GIS Drafter
18. Measurement Analyst
19. Planning and Design Technologist 1
20. Planning and Design Technologist 2
21. Tech 3 - Corrosion Control
22. Gas Controller
23. Tech 4 - Instrumentation Design

TA'd Jan 15/2024

Company to Union Proposals for Discussion

@ 10:35am

January 15, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: LOU #? Re: Indigenous Intern Leadership Program (IILP)

Add New

LOU #? (to be determined) - Re: Indigenous Intern Leadership Program (IILP)

The Company is supporting the Indigenous Intern Leadership Program (IILP) offered through Vancouver Island University. This program brings together qualifying recent Indigenous Graduates with BC employers for two-year work opportunities as part of a commitment to building capacity in Indigenous communities, employment diversity, and providing workplace mentorship and training.

The parties agree to the following in respect to the offering of this IILP program at FortisBC Energy Inc.:

1. The IILP graduate will be provided with a two (2) year internship at FortisBC Energy Inc. as an Indigenous Leadership Program (IILP) Intern.
2. IILP Interns will be hired at the job group 4 pay level, minimum step. The IILP Interns will receive the length of service increases as outlined in Article 18.03 of the Collective Agreement.
3. Further to the above, the IILP Interns will receive ~~10.8~~11.2% in lieu of statutory holidays and annual vacation. After completing 450 hours of time worked, an IILP intern will be entitled to receive an additional 8% in lieu of benefits and sick leave.
4. The Company will deduct and remit Union dues to the Union pursuant to Article ~~1.03~~1.02 b) of the Collective Agreement.
5. The Company agrees to advise the Union on a quarterly basis of the following specifics for each intern:
 - A) names of the hired Indigenous Interns under the IILP
 - B) beginning/end dates and duration of the internship
 - C) location and department
 - D) area of study
 - E) role/nature of work
6. IILP interns may perform a variety of duties related to their area of study or perform work that require no special skill or training. Such work is intended to provide opportunities for the IILP Interns to work on

The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

projects and assignments to assist in providing understanding of how the departments in FortisBC Energy Inc. function. The work will primarily be supportive and administrative in nature, offering an ability for these interns to gather work experience.

7. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or employees covered by the Collective Agreement. Participating graduates shall not (1) replace; (2) displace; (3) delay the filling of a vacant budgeted/approved position in the bargaining unit; or (4) replace leaves of absence.
8. Anyone participating in the IILP will not be eligible to apply for regular or temporary positions through the job bulletin process.
9. Unless otherwise agreed, IILP interns will not normally work longer than the agreed upon duration, after which time the graduate will be terminated without regard to any other provision in the Collective Agreement.
10. It is recognized that some positions may require flexible work hours. As such, Article 15.08 – Flexible Hours of Work would apply.
11. This Agreement may be cancelled by either Party providing thirty (30) days' notice, and without prejudice to either Party's positions regarding the offering of such placements.



The Company retains the right to make amendments, modifications, additions or deletions to its proposals or to make new proposals at any time during collective bargaining.

**FortisBC Energy Inc. ("FEI")
And FortisBC Inc.
(The "Company")**

And

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

Re: Notice of Appointment – Single Standing Arbitrator Article 2

WHEREAS:

1. The Company and the Union are Parties to a Collective Agreement (the "Collective Agreement").
2. Article 2 of the Collective Agreement outlines the process for Job Evaluation, including the use of a Single Standing Arbitrator in the event that the Company and Union cannot agree on a resolution to a joint job evaluation review.
3. The Company and the Union agree to the appointment of Ken Saunders, ADR Services Ltd. as the Single Standing Arbitrator.
4. Once a matter has been referred to Arbitrator Saunders, should he be unavailable to meet with the Parties for a period greater than six (6) months, the Parties shall agree to an alternate single arbitrator to hear the matter. If the Parties cannot agree to an alternate single arbitrator within a period of 30 days, either Party may apply to the Labour Relations Board to have one selected.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS:

5. The Single Standing Arbitrator will have authority for determining Job Evaluation matters referred under Article 2 of the Collective Agreement. Such decisions will be binding on the Company and the Union.
 6. This Agreement will expire on expiration of the Collective Agreement.
 7. The Company and the Union will jointly share the cost for the services of Ken Saunders, ADR Services Ltd., based on the following:
-

Fees and Expenses

- a. Arbitration services: \$600.00 per hour with a normal hearing day being \$4,000.00. Fees are charged for pre-hearing meetings, preparation and directions, the hearing, deliberations, and award preparation. The time required to prepare an award will depend primarily on the volume of evidence and submissions at the hearing and the complexity of the issues.
- b. Administrative services: \$500 if his office arranges for a hearing, whether or not the matter settles.
- c. Cancellation: \$1,200 per day if notified of the adjournment or settlement less than twenty business days before the hearing.
- d. Disbursements/Other Charges: His account will include expenses incurred for travel, accommodation, meals, parking and any other reasonable costs of the arbitration.
- e. Interim Accounts: An interim account may be issued if the hearing is not completed within the time estimated by the parties and scheduled, or if the proceeding is protracted.
- f. These terms are for arbitration services. They apply as well to mediation and investigations, although more than the daily rate may be charged for lengthy or evening sessions.

ADDITIONAL SERVICES OFFERED BY KEN SAUNDERS, ADR SERVICES LTD.:

8. If anyone participating in this proceeding has special needs that might require accommodation or other suitable arrangements, please bring the circumstances to his attention at the earliest opportunity. That includes the use of an interpreter.
9. Pre-hearing applications. A telephone conference is usually the most convenient method but, depending on the issues, the parties may prefer to meet in person. Please contact his office if there is a need for pre-hearing case management assistance at any stage of the proceeding.

CONTACT

Ken Saunders
ADR Services Ltd.
5268 Willow Street
Vancouver, BC V5Z 3R9
D: 604-790-1770
E: Ken@KenSaundersADR.com
W: www.adrweb.ca/ken-saunders

WHEREAS THE PARTIES HAVE EVIDENCED THEIR AGREEMENT BY AFFIXING THEIR SIGNATURES IN THE PLACES INDICATED.

Dated at Surrey, British Columbia, this 15 day of January, 2024.

Name: Paul Vaykin
MoveUP
Canadian Office and Professional Employees Union, Local 378

Signature: Paul Vaykin

Name: Colin Murdoch
FortisBC Energy Inc. and FortisBC Inc.

Signature: [Signature]

TA.
Sept 18 @ 6:21pm
2024
6:19
APRIC TONG

Company to Union Proposals for Discussion

September 18, 2024

Between: FortisBC Energy Inc. and FortisBC Inc.

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

Re: Comprehensive offer of settlement V6

This package is non-divisible and is contingent on the signing of the LOU concerning benchmark jobs. Any Union proposals not included are considered to be declined. Any Company proposals not included are considered withdrawn.

Amend

Preamble – to reflect the contract period to be from July 1, 2023, to June 30, 2028.

Amend

ARTICLE 2 - JOB EVALUATION

2.01 THE JOB CLASSIFICATION SYSTEM

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

- a. The Company shall be responsible for maintaining the Job Family and Level definitions and evaluations to meet ongoing operational requirements.
- b. The job levels for employees shall be determined by application of the Job Classification System, except as outlined in Article 2.07.
- c. The parties acknowledge the practicality of determining the evaluation of a position by the use of Job Family and level definitions, particularly where a specific job is clearly defined by the Family, Sub-Family, Level Definition or Summary of a Representative Job and where there is an appropriate benchmark (or benchmarks) as a comparison. However, it is also acknowledged that the evaluation of specific positions may not be so readily determined because the job is not clearly defined in the Job Family and Level definitions and/or there are no comparable benchmarks; in these cases, the position(s) will be evaluated under the Point Factor Plan. It is understood that all benchmarks will be point-

[Handwritten signature]

factored.

d. Should there be a dispute as to whether the evaluation of a position has been properly determined pursuant to application of either the Job Family and Level definitions or the Point-Factor Plan, the matter will be referred to the appeal process set out in the remainder of this Article. If the appeal proceeds to the Standing Arbitrator, the level must be confirmed by the Point Factor Plan pursuant to Article 2.05(b).

e. The Human Resources Department (HRD) is responsible for ensuring that all Job Descriptions and Evaluations are current. In order to discharge this responsibility, the HRD shall plan and carry out an annual review of:

- i.any position to be bulletined that has not been posted in the last two (2) years, the job description will be reviewed by the Company and the Union before posting;
- ii.all jobs that have been substantially altered will be reviewed by the Company and the Union.

f. The Company shall provide the Union with a list of anticipated jobs to be reviewed for the upcoming calendar year.

2.02 JOB DESCRIPTIONS

a. The Company agrees that it will provide the Union with copies of all current job descriptions covering employees for whom the Union is certified as the bargaining agent.

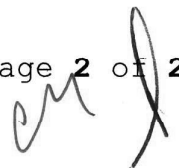
b. The Company shall provide the Union with descriptions of new jobs as soon as operational requirements permit. The Union will be provided with a copy of the new, evaluated job description at least 3 working days prior to the new job being bulletined.

c. A new job is defined for the purpose of this Article as:

i.A newly created job which has not previously existed, or;

ii.Any job that the duties of which have not been performed by an employee during the previous 6-month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy, will not be considered as new jobs under this definition.

d. When jobs are to be downgrouped the Union will be notified and given reasons in writing 30 calendar days prior to the effective date.



2.03 SALARY TREATMENT

a) Changes in job groupings will be treated as follows:

i.upgroupings - Article 18.07(a)

ii.downgroupings – Article 18.10(b)(i).

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

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

2.04 JOB DESCRIPTION AND EVALUATION PROCEDURES

a) Job Review Requests

i.The incumbent(s) or the Union may request that a job be reviewed.

ii.The immediate Manager shall, within 7 calendar days of receipt of the request, either accept or reject the request. If the request is rejected, the incumbent(s) or the Union may initiate an appeal pursuant to Article 2.04(b) within 7 calendar days of notification of the rejection.

iii.If the request is accepted, the Company will have 14 calendar days to prepare and issue a draft job description to the incumbent(s) and the Union. The Company will then have an additional 14 calendar days in which to issue a final evaluated job description.

iv.Upon receipt of the agreed job description, the incumbent(s) or the Union may appeal the evaluation on the grounds outlined in Article 2.05(b)(i) within 28 calendar days. Such appeal shall be referred in writing to the immediate Manager, with copies to the Compensation designate, and to Labour Relations, and specify the grounds of the appeal.

b) Job Evaluation Appeal Procedure

i.Step 1



The appeal will be jointly investigated by a MoveUP Job Evaluation Officer and the appropriate Company Compensation designate in an effort to resolve the appeal with the immediate Manager and the employee. Following completion of the investigation, the Company designate immediate Manager will consider the appeal and will provide a written response to the MoveUP Job Evaluation Officer (with copies to the Compensation Company designate and Labour Relations) within 10 working days.

ii. Step 2

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

iii. Step 3

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

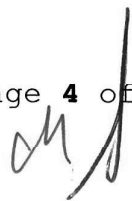
2.05 JOB EVALUATION APPEALS COMMITTEE

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

b) Authority

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

1. whether all assigned duties and responsibilities have been considered in making the job classification decision;
2. whether the job has been assigned to the appropriate Job Family based on its assigned duties and responsibilities;



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

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

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

c) Procedures

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

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

2.06 COST APPORTIONMENT

a) JEAC Standing Arbitrator

i.The costs of the Standing Arbitrator shall be shared equally by the Parties. ~~Such costs shall include the following: Arbitrator's salary and benefits, secretary, travel, and incidental expenses.~~

ii.The shared portion shall be billed to the Union.

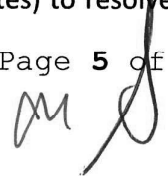
iii.A per diem rate will be determined by the Parties and reviewed and approved by the Parties annually. Where the parties cannot agree upon the per diem rate, such matter shall be referred to arbitration under Article 3.10 of the Collective Agreement. Such per diem rate will be shared equally by the Parties.

b. JEAC Members

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

2.07 JOB EVALUATION EXCLUSIONS

a) If either of the Parties is of the opinion that the circumstances of a job are such that its value cannot be determined solely by application of the Job Classification System, the job shall be discussed by the HRD Officer and Union Job Evaluation Officer (or delegates) to resolve the



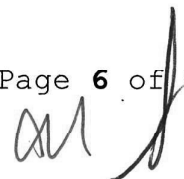
question. If they agree, they will document the reason(s) for the Job Evaluation Exclusion.

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

2.08 WORK LEADERSHIP RESPONSIBILITIES

Work leadership responsibilities shall be as follows:

- a) may perform duties largely similar to those whose work they direct;
- b) may perform duties related to, but at a higher level than the work of the subordinates whom they direct;
- c) relieves the manager of detailed supervision of routine aspects of the work by:
 - i. ensuring even work flow and consistency of effort;
 - ii. allocating various phases of work to different individuals within a general framework laid down by the manager;



- iii.transmitting the manager's instructions to other employees;
 - iv.performing a quality control function in respect to subordinates;
 - v.warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the manager who will then take suitable disciplinary action;
 - vi.assists the manager in their responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.
- d) if the classification of a job which has Work Leadership responsibilities does not result in a group which is at least one higher than that of any subordinate Union position, then a group one higher than that of the highest Union subordinate shall be assigned.

Amend

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

10.01 A regular employee becomes eligible for paid sick leave benefits (as outlined in this agreement and the BC Employment Standards Act (BC ESA)) after accumulating ninety (90) consecutive days of employment ~~3 months of service with the Company.~~

Amend

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 of the Current Plan Year	Full Regular Earnings For	Followed By 70% of Regular Earnings For
3 mos 90 Days 1 yr less 1 day	3 week	23 weeks
1 yr 2 yrs less 1 day	5 weeks	21 weeks
2 yrs 3 yrs less 1 day	7 weeks	19 weeks
3 yrs 4 yrs less 1 day	10 weeks	16 weeks
4 yrs 5 yrs less 1 day	13 weeks	13 weeks

5 yrs	6 yrs less 1 day	15 weeks	11 weeks
6 yrs	7 yrs less 1 day	17 weeks	9 weeks
7 yrs	8 yrs less 1 day	19 weeks	7 weeks
8 yrs	9 yrs less 1 day	21 weeks	5 weeks
9 yrs	10 yrs less 1 day	24 weeks	2 weeks
10 yrs – and more		26 weeks	0 weeks

- b) Employees who had less than ~~3 months~~ ninety (90) consecutive days of employment service as at the previous current July January 1st of the current plan year, or who were not employed by the Company at ~~the previous current July January 1st of the current plan year~~, 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.

Amend

10.03 A plan year is defined as a twelve (12) month period beginning on July January 1st, and ending on December 31st. June 30th.

Amend

- 10.13
- a) At the request of the Company, employees will provide a medical certificate by a licensed nurse practitioner or physician substantiating any disability extending beyond 5 working days, or to substantiate absences in excess of 4 occurrences in any calendar year. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company.
- b) The Company recognizes its duty to accommodate to the point of undue hardship, employees with medical disabilities. Where it is clear that an employee's absences are related to a recognized disability, the Company will endeavour to work with the employee, the employee's doctor and the Union, in order to accommodate the employee in preference to continually requesting medical certificates pursuant to Article 10.13(a) above. This process does not prejudice the employee, the Company or the Union from implementing other process that are legally available to them.
- c) An employee may be required to submit to an examination by a licensed physician who is mutually agreeable to the employee, the Union, and the Company. The Parties agree that:
- i. In the selection of a mutually agreeable licensed physician, the employee must provide consent for Union involvement.

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

Amend – amend salary scales in main agreement to reflect the wage increases below

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

- a) Salaries and bi-weekly salary scales shall be increased by 23.5% on ~~April~~July 1, 2018~~2023~~.
- b) Salaries and bi-weekly salary scales shall be increased by a further 24.5% effective ~~April~~July 1, 2019~~2024~~.
- c) Salaries and bi-weekly salary scales shall be increased by a further 24.0% effective ~~April~~July 1, 2020~~2025~~.
- d) Salaries and bi-weekly salary scales shall be increased by a further 22.75% effective ~~April~~July 1, 2021~~2026~~.
- e) Salaries and bi-weekly salary scales shall be increased by a further 22.75% effective ~~April~~July 1, 2022~~2027~~.

All employees shall continue to participate in the FortisBC Performance Planning and Review process.

Amend

19.03 TEMPORARY (TEMP)

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

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

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

Amend

21.08 FLEX BENEFITS PROGRAM

- a) As per the MoveUP Benefits Summary, the base option for Extended Health Benefits shall be Option 4.
- b) The funding for this benefits program shall be based on the "percentage of base payroll" represented by the cost of benefits for bargaining unit employees in the 2007 calendar year, including the amount referenced by the actuarial evaluation. The cap on Company funding for this Flex Benefits Program will be 8.18%.
- c) The percentage resulting from the above calculation shall be applied to the 2009 bargaining unit base payroll to yield a dollar amount which will fund the 2011 FLEX benefits program.
- d) Thereafter, the same percentage (from the 2007 calculation) shall be applied annually to base payroll to yield a dollar amount, always two years "in arrears", e.g. the 2010 dollars shall fund



2012 benefits, 2011 dollars shall fund 2013 benefits, etc. The Company shall provide to the Union annually, before March 31, the updated base payroll dollar amount from the prior year.

- e) Effective January 1, 2011, each employee shall be credited with 4% of base pay which may, at the employee's option, be taken as PDOs (see Article 15.07(a) @0.4% per day – full days only) or converted to a Health Spending Account, RRSP contributions, TFSA contributions, taxable cash, or applied to purchase benefits, in any combination not exceeding the 4% entitlement.
 - i) In November of each year, if an employee chooses not to make an election, the employee's plan will default to the previous enrollment selection. All excess credits will be directed to taxable cash~~the 4% shall be converted to 10 PDOs.~~
 - ii) Cash, RRSP and TFSA contributions shall be credited on a per pay period basis (24 every pay periods)
 - iii) HSA shall be credited at the beginning of the calendar year
 - iv) Time off is credited at the beginning of the calendar year, and shall be prorated for employees who leave the Company during the same calendar year
- f) Full-time Regular employees shall receive an additional three (3%) percent savings plan if they are not legacy employees as per Article 15.07(b), or LOU #42 grand-parented electrical employees subject to Article 15.07 (b).

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

MoveUP Benefits Summary

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

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

Psychiatrist, Psychologist, Clinical Counsellor, Clinician or Therapist, or Registered Social Worker	N/A	N/A	\$1,000 Combined	\$1,000 Combined
Standard Durable Medical Equipment -Lifetime Maximum	Option 1 N/A	Option 2 Subject to overall EHC Lifetime Maximum	Option 3 Subject to overall EHC Lifetime Maximum	Base Option Subject to overall EHC Lifetime Maximum
Medical Aids and Supplies -Hearing Aids	Option 1 N/A	Option 2 Dependent children only to a maximum of \$500 / 5 calendar years	Option 3 \$500 /_5 yrs	Base Option \$500 /_5 yrs
Orthopedic Shoes / Orthotics	N/A	N/A	Combined maximum of \$400 / Adult per year \$200 /_Child per year	Combined maximum of \$500 / Adult per year \$300 / Child per year
Wigs & Hairpieces	N/A	\$600 LTM	\$600 LTM	\$600 LTM
Vision Care -Eye Glasses/Contact Lenses -Eye Exams	Option 1 N/A N/A	Option 2 No No	Option 3 \$200 / 24 Mths \$100 / 24 Mths	Base Option \$300 / 24 Mths \$100 / 24 Mths
-Hospital – Semi Private Room	N/A	Yes	Yes	Yes
-Emergency Ambulance	N/A	Yes	Yes	Yes
-Out of Province	Covered under the Travel Care Program			
Group Life Insurance				
-Funded	-100% of the cost of Basic and Voluntary Life provided via flex credits			
-Employee Eligibility	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
-Waiting Period	-Date of Hire			
-Basic Life Insurance	-1 x Annual Salary			
-Opt Out	-Compulsory			

-Voluntary Life	-1 x Annual Salary
-Opt Out	-Yes – excess credits funded to employee
-Employee Optional Life	-Units of \$50,000, Maximum \$750,000
-Spouse Optional Life	-Units of \$50,000, Maximum \$750,000
-Child Optional Life	-\$10,000

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

Dental Care				
-Funded	-Flex Credit or Payroll Deductions = 100% & PTR 50% (working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly) – Base Option			
-Opt Out	-Employees can opt out. Portion of flex credits are credited back to the employee to use elsewhere.			
-Employee Eligibility	-FTR and PTR employees working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly			
-Dependent Eligibility	-Spouse and Children to age 19 or full time students to age 25			
-Deductible	Option 1 N/A	Option 2 No	Base Option No	Option 4 No
{ -Plan A - Basic Preventative & Restorative Services -Plan A - Endodontic & Periodontic Services -Plan B - Major Restorative - Crown, Dentures	Option 1	Option 2	Base Option	Option 4
	N/A	60%	90%	100%
	N/A	60%	90%	100%
	N/A	50%	70%	80%

-Plan C - Orthodontics	N/A	N/A	50%	60%
Maximums				
-Plan A & B (Annual)	N/A	\$1,500	\$2,500	\$3,000
-Plan C (Lifetime)	N/A	N/A	\$3,000	\$3,500
Long Term Disability				
-Funded -Opt Out -Eligibility -Waiting Period -Indexing	-Company Paid (Base Option) -Must take one of four options -FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly -Date of Hire -Optional – 5% Maximum			
Coverage	Base Option 70% Taxable	Option 2 60% Non Taxable	Option 3 70% Indexed - Taxable	Option 4 60% Indexed - non-Taxable
Maximum	\$15,000 Monthly			
Paid Sick Leave Allowance				
-Funded -Eligibility -Waiting Period -Coverage	-100% Company Paid -FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly -3 months following Date of Hire -100% or 70% of earnings up to 26 weeks while ill or injured. Percentage of coverage varies depending on years of service.			
Travel Care				
-Funded	-100% Company Paid			
-Employee Eligibility	-FTR & PTR working a minimum of 18.75 hrs per week and/or a total of 37.5 hrs bi-weekly -Spouse plus dependent children. Children up to the age of 19 or up to the age of 25 if full time student, or any age if disabled.			
-Dependent Eligibility				
-Deductible	-No			
-Coverage	-100% Eligible Emergency Medical Expenses to a lifetime maximum of \$1,000,000.			
Business Travel Accident Insurance				

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

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

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

Extended Health Care Details (Security Plan)	
Coverage	100% of eligible expenses
Prescription Drugs	Pay Direct Card Low cost alternative
Emergency Hospital	Yes Semi Private Room
Emergency Ambulance	Yes
Nursing	\$10,000/year (acute care only)
Medical Aids and Supplies – summary	-Hearing Aids and repairs: maximum \$1,000 every 5 calendar years

NOT NEW

(subject to claiming guidelines noted in the Pacific Blue Cross Booklet)	<ul style="list-style-type: none"> -Purchase of rental equipment (wheelchairs, hospital beds): \$15,000 lifetime maximum (preauthorization required) -Ileostomy/colostomy supplies Mastectomy prosthesis -Other (Combined maximum \$500/person/year. Must be medically necessary to treat chronic and debilitating condition) <ul style="list-style-type: none"> -Splints, trusses, crutches, casts, custom fitted braces, cervical collars/traction kits, orthotics, stump socks, surgical stockings -Custom made orthopedic shoes including repairs prescribed by a physician, podiatrist or chiropractor
Paramedical Practitioners (for example Acupuncturist, Podiatrist, Psychologist; Speech Language Pathologist, Chiropractor, Naturopath, Physiotherapist, Massage Therapist, Dietician)	Available for reimbursement through the HSA
Standard Durable Medical Equipment	\$15,000 lifetime maximum Preauthorization required for amounts in excess of \$5,000
Vision Care -Eye Glasses/Contact Lenses -Eye Exams	Available for reimbursement through the HSA
Emergency Medical Travel	Purchase of Private Healthcare Insurance Available for reimbursement through the HSA
Health Spending Account (HSA)	\$2,500 per year Any unused balance will be rolled forward and expire at the end of the second year

Amend – amend salary scales in main agreement to reflect the wage increases below

LOU #42 RE: Amalgamation of FortisBC Inc. Employees and FortisBC Energy Inc. Employees

ARTICLE 23 - SALARY ADMINISTRATION

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

Handwritten initials 'CM' and a signature.

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

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

~~Upon order of the Amalgamated Collective Agreement, the Company will compensate all grand parented Electric employees (LOU#42) with a lump sum payment of 2% based on each employee's base salary retroactive to January 1, 2020. This compensation is to cover the period of January 1, 2020 to March 31, 2020 and will be considered pensionable earnings.~~

Effective ~~April~~ July 1, 2020~~2023~~, the following Salary Wage Rate will apply:

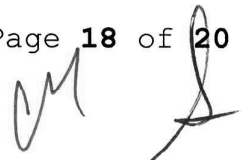
- a) Salaries, bi-weekly and hourly salary scales shall be increased by a further 23.5% effective ~~April~~ July 1, 2020~~2023~~.
- b) Salaries, bi-weekly and hourly salary scales shall be increased by a further 24.5% effective ~~April~~ July 1, 2021~~2024~~.
- c) Salaries, bi-weekly and hourly salary scales shall be increased by a further 24% effective ~~April~~ July 1, 2022~~2025~~.
- d) Salaries, bi-weekly and hourly salary scales shall be increased by a further 2.75% effective July 1, 2026.
- e) Salaries, bi-weekly and hourly salary scales shall be increased by a further 2.75% effective July 1, 2027.

Add new LOU #XX

Re: Remote Work

The Company and Union recognize that the ability for employees to occasionally work remotely has the potential to deliver benefits to employees. There are many considerations and ~~impacts~~ that require significant discussion between the Union and Company ahead of the introduction of any version of a remote work program. ~~This~~ These may include, but ~~is~~ are not limited to:

- Emergency response
- Operational needs
- Appropriateness of roles for remote work



- Health and Safety
- Privacy
- Cost
- Technology
- Effectiveness, efficiency and performance
- ~~Trial program~~
- Administration

As such, the Company and Union ~~shall be committed to meeting~~ within 90 calendar days following the ratification of the ~~this collective~~ Collective agreement ~~Agreement~~ to engage in discussions related to remote work. The Company and Union will each be entitled to up to four representatives to participate. Within 6 months following the ratification of the collective agreement, the Company will establish a trial flexible work program.

At the outset of the program, it will be important to gauge whether the trial is delivering on intended outcomes. Prior to either party being able to provide notice to terminate, the program shall run for a minimum of twelve (12) months following the initial launch of the program.

This letter of Understanding shall terminate on {insert expiration date of this renewed Collective Agreement} or sooner based on 30 calendar days' notice by either party.

Agreement(s) to reside outside of the Collective Agreement:

1. The Union and Company agree that the total amount paid in retroactive payments due to general wage increase on July 1, 2023 will be split evenly between the 2023 and 2024 calendar years solely for the purpose of the benefits cap funding calculation contained in Article 21.08.
2. The Union and the Company agree that the extended health care benefit changes will be implemented and become available to employees starting January 1, 2025.
3. The Union and the Company agree that the change in start date of the Plan Year in Article 10 (from July 1st to January 1st of the Current Year) will be implemented starting January 1, 2025.
4. Retroactive wage payments will be made to employees as soon as feasible following the ratification of the Collective Agreement.
5. The Union and the Company agree that the extended benefits cap remains as per Article 21.08 (b) of the collective agreement. However, for the duration of this collective agreement, should the expenses related to the additional health care benefits (for Psychiatrist, Psychologist, Clinical Counsellor, Clinician or Therapist, or Registered Social Worker) cause the total benefits cost to exceed the benefits cap, the Company not seek reimbursement from the union or its members ~~will waive the requirement for the~~

CM

Union to reimburse the Company for any exceedance specifically related to this additional benefits up to \$250,000. Upon expiry of this collective agreement (June 30, 2028), this agreement will expire and the benefits cap under 21.08 (b) will be held firm.

The Company agrees that as part of the Article 21.08 calculation provided to the Union in 2026, 2027, and 2028, the Company will separate out the Mental Health related costs for the prior year in order to determine whether the benefits cap has been exceeded, if it was exceeded due to the additional mental health benefit, and if so, whether the amount was higher than \$250,000 above the cap for that year.

