

MEMORANDUM OF AGREEMENT

between

FortisBC Energy Inc.
("the Company")

-and-

MoveUP
("the Union")

Subject to ratification by their respective principals, the Parties hereby agree to renew their collective agreement on the following terms:

1. The terms of the April 1, 2015 to March 31, 2018 Collective Agreement, as amended by this document and documents attached hereto, shall constitute the terms of the renewed collective agreement.
2. The Term of the renewed Collective Agreement is April 1, 2018 to June 30, 2023.
3. The Parties agree to recommend ratification on the basis of this process to their respective principals. The employer expressly agrees, however, that the Union shall not be required to release the details of the ratification vote with respect of the memorandum unless and until the Employer has ratified this memorandum and advised the Union in writing of its acceptance.
4. Within twenty (20) days of the date the Parties sign a Memorandum of Agreement (MOA) renewing this Collective Agreement for another term, the Parties will conduct ratification votes and provide notice, each to the other, of their date of acceptance or rejection.
5. Unless otherwise specified, all terms and conditions will become effective on the latter of April 1, 2018 or the first of the month following the date of ratification.

SIGNED this 9th day of FEBRUARY, 2018.

Bargaining Representatives of:

Bargaining Representatives of:

The Company

The Union



Adrienne Quibell



Karen Trites



Company Package Proposal

February 9, 2018

1. Term and General Wage Increases

Term:

- 63 month term April 1, 2018 to June 30, 2023

Wages:

- 2.00% on April 1, 2018
- 2.00% on April 1, 2019
- 2.00% on April 1, 2020
- 2.00% on April 1, 2021
- 2.00% on April 1, 2022

APPENDIX A

Agreed Language and Proposals;

To be populated with agreed Company/Union proposals and Letters of Understanding (LOU's)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 31, 2018	Time: (3:14)- 3:32 pm
UP 1	HK	Housekeeping	

1. Amend the Preamble to reflect the new dates upon conclusion of ratification.
2. Remove all underlines from previous amendments.
3. Change his/her, s/he to "the employee".
4. Change Union Steward to Job Steward.
5. Renew LOU#7, LOU#14, LOU#21, LOU#31, LOU#33, LOU#34.

E&OE
Signed off this 31st day of January 20 18

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 1, 2018	Time: 2:43
UP 2	1.04	Amend Language	

1.04 Rights and Responsibilities of Job Stewards/Union Representatives

The officers, representatives and members of the Union shall not engage in any activity of the Union on Company time or on Company premises, except by prior authority of the Company. The Union shall advise management as to who represents the Union as Union Officers, ~~Union~~ **Job Stewards** and Union Representatives.

- a) ~~Union~~ **Job Stewards** may carry out their Union duties relative to the Agreement on Company time ~~in the town in which the Steward is located,~~ subject to their Manager's approval, **which shall not be unreasonably denied***. **These duties and responsibilities shall include, but not limited to the following activities:**
- i. **Investigating issues pursuant to article 3.**
 - ii. **Posting Union bulletins and/or notices on the designated bulletin boards.**

Note: *

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

E&OE

Signed off this 1st day of February 2018

For the Union (MoveUp)

For the Employer (FortisBC Energy Inc.)







**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2017
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 29, 2018	Time: Agreed 2:43 pm
UP 3	1.08	Amend language- inclusive	

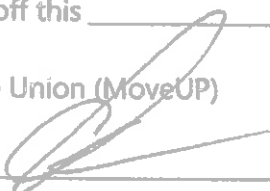
1.08 Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, creed, ancestry, place of origin, religion, marital status, family status, physical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

E&OE

Signed off this _____ day of 30 January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)







**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 9, 2018	Time: 9:45 am
UP 4	1.09	Amend language	

1. Article 1 – Recognition of the Union

UP 4

a) Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.

b) For the purposes of the Article, an immediate, short-term operational requirement is defined as:

i) **an unforeseen combination of circumstances or the resulting state that calls for immediate action; or,**

ii) **an urgent need for assistance or relief**

E&OE

Signed off this 9th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		February 9, 2018	9:45 am
UP 5	1.10	Amend	

1. Article 1 – Recognition of the Union

UP 5

1.10 CONTRACTING OUT

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

E&OE

Signed off this 9th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time: Agreed
		January 29, 2018	2:44 pm
UP 6	1.13	Amend	

1.13 The Company shall provide each employee with a copy of the Collective Agreement within 90 calendar days of a revised agreement being ratified and signed by both parties. New employees shall be provided with a copy of the Collective Agreement at the time of their hire. In addition, the Company will allow up to one-half hour of paid time after the Company's employee orientation sessions for a Job Steward or Union Representative to meet with new employees for the purpose of informing them of their rights and obligations as Union members.

E&OE
Signed off this 30th day of January 2018

For the Union (MoveUP)


For the Employer (FortisBC Energy Inc.)




**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		January 31, 2018	12:17 pm
UP 7	1.15	Amend Language (v. 2) counter to ER-11:37	

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

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

E&OE
Signed off this 31 day of Jan 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union Number	Affected Article/MOU	Date: February 6, 2018	Time: 10.02
UP9	Article 2.01	Amend language & Time frame	

ARTICLE 2 - JOB EVALUATION

2.01 THE JOB CLASSIFICATION SYSTEM

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

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

**i) ~~approximately one third (1/3) of all active MoveUP jobs.~~
any position to be bulletined that has not been posted in**

E&OE
Signed off this 6th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

the last two (2) years, the job description will be reviewed by the Company and Union before posting;

ii) all jobs that have been substantially altered will be reviewed by the Company and the Union.

f) ~~Upon request, t~~ The Company shall provide the Union with a list of anticipated jobs to be reviewed for the current upcoming calendar year.

E&OE
Signed off this 6th day of February 20 18

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>30 January 2018</i>	<i>Agreed 11:46</i>
UP 11	4.03	Delete language	

Article 4 – Seniority

- 4.03 ~~An employee cannot count for seniority purposes, time lost from the Company's service as a result of being disciplined or while on lay-off.~~

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 30, 2018	Time: <i>Agreed</i> <i>2:49pm</i>
CCounter			
UP 12	6.06	Add language	

- 6.06 a) For the purposes of this Article, a temporary position is defined as a position with a minimum duration of one partial day and a maximum duration of 18 months unless otherwise specifically agreed by the parties.
- b) Temporary jobs shall be bulletined, excluding those where the temporary job lasts less than 6 months (except for pregnancy/parental leave in which case a 3 month period applies), or others specifically agreed by the parties. **The Company shall provide a summary of all temporary positions to the Union by the 5th working day of the month following the end of each quarter showing the job position, job classification, start date and end date.**
- c) For positions under 6 months that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03(a). For vacancies under 6 weeks, the Company will give preference to the most senior employee within the workgroup who has the ability to perform the job with no further orientation or training. If none of these employees volunteer, the least senior employee may be appointed.
- d) An extension to an unbulletined temporary position beyond 6 months shall only be by consent of the Union; otherwise the position, if extended, shall be immediately posted.
- e) An extension to a bulletined temporary position beyond 18 months shall only be by consent of the Union; otherwise the position will be bulletined as a regular position. In this event, if the temporary position is occupied by a temporary employee who is not the successful applicant, then they will be terminated in accordance with Article 5.03. If they are the successful applicant, they will become regular as of the date they commenced employment in the position.
- f) A regular employee who is a successful applicant for a temporary job will return to their regular position when the temporary job is concluded.

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)







**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

- g) Any vacancy created by an employee moving to fill a temporary vacancy may be filled by the Company without posting. For positions that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03(a).
- h) Temporary jobs shall be re-bulletined if they become permanent in nature, unless otherwise specifically agreed by the parties.
- i) Any employees bidding into temporary positions must complete the term of the temporary position as specified on the bulletin before bidding out into another temporary position, except by agreement of their regular Manager and their current temporary Manager.

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)



For the Employer (FortisBC Energy Inc.)





**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		<i>Feb 2-2018</i>	<i>10:58</i>
UP 14	9.05	Amend language	

9.05 LEAVES OF ABSENCE WITHOUT PAY

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

E&OE

Signed off this 2nd day of February 2018

For the Union (MoveUP)



For the Employer (FortisBC Energy Inc.)





**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 31, 2018	Time: 9:51 am
UP 17	10.10	Amendment to Language – reflective of settlement (Counter to ER counter)	

10.10 Employees absent from work for any of the following reasons will not be eligible for paid sick leave benefits:

- a) disabilities which occur while the employee is on pregnancy /parental leave,
- b) disabilities covered by any Workers' Compensation Act, **except that the specific eligibility criteria of "off-the-job" will be met where the employee has been denied Workers' Compensation coverage for a cognitive/mental illness or injury, as described in the Cognitive Claim Process Map per the MOA signed February 9, 2017.**
- c) disabilities caused by intentionally self-inflicted injuries or disease; while serving in the Armed Forces; while participating in a riot, war or civil disobedience; or while committing a criminal offence or serving a prison sentence.

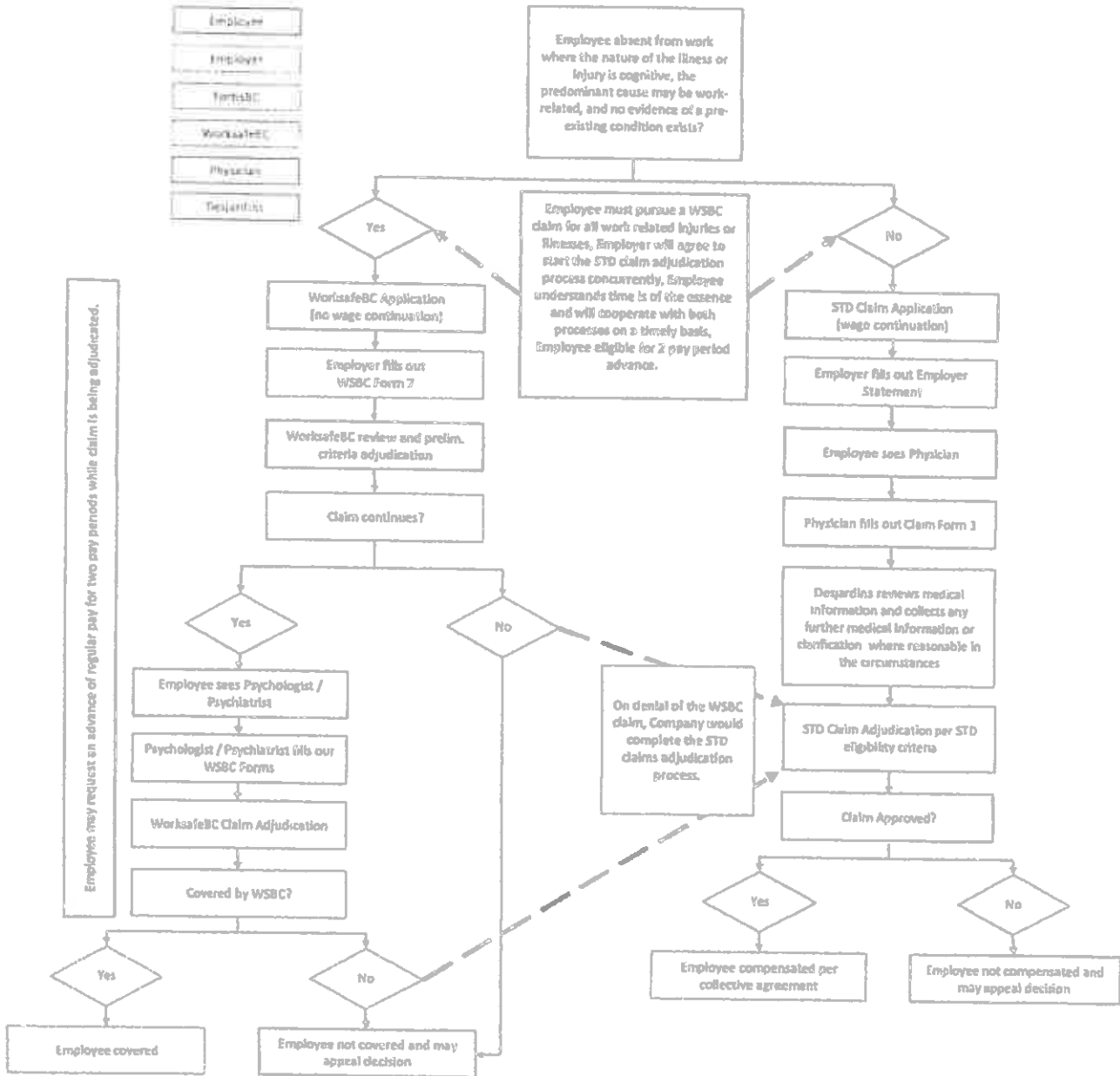
E&OE

Signed off this 1st day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

COGNITIVE CLAIM PROCESS MAP



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 3, 2018	Time: 11:12 am
UP 18	10.13	Amend language & Title	

10.13 Medical Certification and Examination

- a) At the request of the Company, employees will provide a medical certificate by a licensed physician substantiating any disability extending beyond 5 working days, or to substantiate absences in excess of 4 occurrences in any calendar year. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company.
- b) The Company recognizes its duty to accommodate to the point of undue hardship, employees with medical disabilities. Where it is clear that an employee's absences are related to a recognized disability, the Company will endeavour to work with the employee, the employee's doctor and the Union, in order to accommodate the employee in preference to continually requesting medical certificates pursuant to Article 10.13(a) above. This process does not prejudice the employee, the Company or the Union from implementing other process that are legally available to them.
- c) An employee may be required to submit to an examination by a licensed physician who is mutually agreeable to the employee, the Union and the Company. **The Parties agree that:**
 - i) **In the selection of a mutually agreeable licensed physician, the employee must provide consent for Union involvement.**
 - ii) **Such request being made of an employee to submit to an examination, must be reasonably necessary to ensure that the medical privacy rights of the employee are not being violated.**
 - iii) **The Company shall provide paid leave to attend such examination (not subject to Article 9.04).**

E&OE

Signed off this 5th day of FEBRUARY 20 18

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018 Union U-Item Proposals

- 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.

E&OE

Signed off this 5TH day of FEBRUARY 20 18

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union		<i>Agreed</i>	
Number	Affected Article/MOU	Date:	Time:
			<i>2:53 pm Jan. 09-2018</i>
UP 20	14.02	Per MOA signed December 12, 2014 (amendment to language)	

ARTICLE 14 - VACATIONS

14.02 ANNUAL VACATION ENTITLEMENTS AND PAY

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

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

b) Vacation Entitlements and Pay

In the calendar year of :

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

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union		<i>Agreed</i>	
Number	Affected Article/MOU	Date:	Time:
			<i>2:53 pm Jan 29-2018</i>
UP 21	14.03	Per MOA signed December 12, 2014 (amend language)	

ARTICLE 14 - VACATIONS

14.03 PAYMENT OF VACATIONS

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

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union		<i>Agreed</i>	
Number	Affected Article/MOU	Date:	Time:
			<i>2:53 pm Jan. 29-2018</i>
UP 22	14.08	Amended language	

14.08 PRORATION OF ANNUAL VACATION ENTITLEMENT AND PAY

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

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

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

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

- c) It is understood that Article 14.08 **vacation pay pro-ration** will not apply to full-time regular employees during ~~the first 26 weeks~~ **months 7 to 9** of pregnancy/parental leave providing the employee returns to full-time status and remains on full-time status through December 31 in the year in which she returns. 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.

E&OE

Signed off this 30th day of January 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 2, 2018	Time: 9:15
UP 23	14.12	New language – Deference of Leave(s)	

14.12 Substitution of Leave(s)

a) 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:

- i) Only paid leaves that are scheduled for more than five (5) days are eligible for substitution.
- ii) In the case of Annual Vacation (AV), only the first 15 days of AV in any vacation year are eligible for substitution.
- iii) 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.
- iv) The employee must provide the Company with a medical certificate from their physician or equivalent hospital documentation

E&OE

Signed off this 2nd day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union Number	Affected Article/MOU	Date: January 29, 2018	Time: 2:54 pm
UP 24	15.07	<i>ADD – DELETED IN in 2011(need for context)</i>	

15.07 PURCHASED DAYS OFF (PDO)

- a) PDOs include days off elected annually by Full-time Regular employees from their 4% Flex benefit allocation.
- b) FTR Legacy employees who were FTR on December 1, 2007 may choose, annually, an additional seven (7) PDOs in lieu of the 3% Employee Savings Plan. The seven (7) PDOs shall be pro-rated for employees who terminate during the calendar year.
- c) PDOs shall be taken in the year that they are credited. If the employee is not able to take their full PDO entitlement during that year, the employee may request to carry over the PDOs and use the PDOs until March 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.
- d) Scheduling of PDOs is by mutual agreement. Such agreement shall not be unreasonably denied.
- e) **FTR employees on long term disability or pregnancy/parental leave will not be entitled to a PDO during that leave of absence.**

E&OE

Signed off this 30th day of January 2018

For the Union (COPE Local 378)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 25	16.11	Amend Language and add New sub section	

UP 25

16.11 PREMIUM PAYMENTS

a) Helicopter Premiums

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

b) High Time

A high time premium of ~~10~~ **15%** of regular pay will be paid when an employee is actually working on staging and scaffolding, or where the employee is supported by a safety belt, harness or rope, at heights of 9 meters (30 feet) or more above a fixed platform, safety net, or natural ground surface. This clause is applicable to work under bridges when the above conditions apply. The minimum premium payable will be that for one hour.

c) Occupational Health and Safety

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

Employees who possess an Industrial First Aid Certificate and who are designated to act as a First Aid Attendant in addition to their normal job responsibilities, shall receive a monthly rate allowance of not less than the rates currently in effect in accordance with Company Policy OHS 01-07, which are:

Level	Designated Allowance (\$/month)	Non-designated Allowance
2	\$125	\$50
3	\$225	\$105

E&OE

Signed off this 9th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)







**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 1, 2018	Time: 3:50 pm
UP 28	20.01	Amended and added Language	

20.01 The Company and the Union are committed to enhancing the employment prospects of all employees.

To assist with this goal:

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

E&OE

Signed off this 1st day of February 2018

For the Union (MoveUp)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

- ii) This time is for training identified in the employee's training needs profile, and when such training is only available during the employee's normal working hours;
 - iii) Employees shall give as much notice as possible, and adjust their training schedule so as to minimize the effect of their absence on the department.
 - iv) Disputes with respect to the use and scheduling of this time off shall be referred to the Joint Training Committee, and failing resolution shall be processed as grievances.
- e) The provisions of Articles 20.05(a), (b) and (c) shall also apply.

^{3/2} E&OE
Signed off this 1st day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

move *p*

MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018 Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date:	Time:
UP30	21.08	Increase maximums & amend language	

UP 30

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.
- 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 ~~or~~ to purchase benefits, in any combination not exceeding the 4% entitlement.
 - i) In November of each year, if an employee chooses not to make an election, the 4% shall be converted to 10 PDOs.
 - ii) Cash-and, RRSP **and TFSA** contributions shall be credited on a per pay period basis (24 pay periods)
 - iii) HSA shall be credited at the beginning of the calendar year
 - iv) Time off is credited at the beginning of the calendar year, and shall be prorated for employees who leave the Company during the same calendar year.

E&OE

Signed off this 9th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

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**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

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

-Prescription Drugs				
-Pay Direct Card	N/A	Yes	Yes	Yes
-Formulary	N/A	Yes	Yes	Yes
-Dispensing Fee Cap.	N/A	\$9.50 <u>11.00</u>	\$9.50 <u>11.00</u>	\$9.50 <u>11.00</u>
-Life Style Drugs (Oral Contraceptives, Anti-Obesity, Smoking Cessation, Fertility Drugs, and Erectile Dysfunction)	N/A	Oral Contraceptives, Anti-Obesity only	Yes	Yes
Paramedical Practitioners	Option 1	Option 2	Option 3	Base Option
-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
-Private Duty Nursing	N/A	\$25,000 <u>30,000</u> LTM	\$25,000 <u>30,000</u> LTM	\$25,000 <u>30,000</u> LTM
Standard Durable Medical Equipment	Option 1	Option 2	Option 3	Base Option
-Lifetime Maximum	N/A	Subject to overall EHC Lifetime Maximum	Subject to overall EHC Lifetime Maximum	Subject to overall EHC Lifetime Maximum

E&OE

Signed off this _____ day of _____ 20____

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

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**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

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 \$150 <u>200</u> / 24 Mths \$100 / 24 Mths	Base Option \$250 <u>300</u> / 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			

Extended Health Care Details (Security Plan)	
Coverage	100% of eligible expenses
Prescription Drugs	Pay Direct Card Low cost alternative

E&OE

Signed off this _____ day of _____ 20_____

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

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**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Emergency Hospital	Yes Semi Private Room
Emergency Ambulance	Yes
Nursing	\$10,000 /year (acute care only)
Medical Aids and Supplies – summary (subject to claiming guidelines noted in the Pacific Blue Cross Booklet)	<ul style="list-style-type: none"> -Hearing Aids and repairs: maximum \$500 <u>1,000</u> every 5 calendar years -Purchase of rental equipment (wheelchairs, hospital beds): \$15,000 lifetime maximum (pre authorization 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

E&OE

Signed off this _____ day of _____ 20____

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)

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(4/5)

**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

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

E&OE
Signed off this 9th day of February 20 18

For the Union (MoveUP)


For the Employer (FortisBC Energy Inc.)


9/5



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 6, 2018	Time: 11:41 am
UP 31	LOU #WW	Update FortisBC/MoveUP Job Evaluation Plan	

Letter of Understanding #WW

Between:

FortisBC Energy Inc.

And:

MOVEUP

Canadian Office and Professional Employees Union, Local 378

RE: Article 2 – FortisBC/MoveUP Job Evaluation Plan

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

- a) The Parties will establish a working committee that will consist of three (3) representatives from the Union and three (3) representatives from the Company, and its mandate will be to:**
- i) to review and update the necessary changes to the joint job evaluation plan.**
 - ii) to carry out an evaluation of the benchmark jobs identified by the committee in the current job classification system.**
 - iii) the Committee may call upon jointly agreed external resources as required for technical information. The Company will cover the costs of such external resources, should they be required.**

E&OE
Signed off this 6th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

- b) In the event that the representatives of the Parties are unable to reach agreement at any point, the following steps shall be taken to resolve the impasse:
- i) the issue in dispute shall be identified in writing by the Committee, with the respective positions of the Committee members on the matter clearly articulated.
 - ii) the matter will be addressed by a mutually agreed to external resource, as noted in (a)(iii).
- c) The Parties agree that the committee shall be struck no later than thirty (30) calendar days following ratification of the renewal of the Collective Agreement and shall conclude their review and update as established above no later than three (3) months from the date of commencement of the Committee.
- d) Upon conclusion of the Committee's mandate as outlined in (a), any changes in benchmark jobs that result in upgroupings will be effective August 1, 2018. In the event that the Committee's recommendations for a benchmark position result in a lower evaluation, the provisions of Article 18.10 (b)(i) shall govern any effects on salary.
- e) This Letter of Understanding will remain in effect until the Committee has completed the update of the identified benchmark positions, unless the Parties mutually agree to terminate it at an earlier date or extend.

E&OE

Signed off this

6th

day of

February

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For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: January 31, 2018	Time: 3:26 pm
UP 33	LOU#YY	OVERPAYMENT RECOVERY	

Letter of Understanding #YY

Between:

FortisBC Energy Inc.

And:

MOVEUP

Canadian Office and Professional Employees Union, Local 378

RE: Overpayment Recovery

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

- a) **Subject to the limitations set out in this Memorandum, the Company has the right to recover overpayments from employees. "Overpayment" means monetary payment made in error, sick leave payments to which the employee is not entitled or advances of long term disability benefits refundable by the employee pursuant to Article 10 and Article 21 of the collective agreement.**
- b) **The Company shall provide an employee from whom the Company intends to recover overpayments at least thirty (30) days written notice, with a copy to the Union, prior to the deduction of any wages from the employee, and such notice shall provide:**
 - i) **a statement of the nature, date(s) and amount(s) of the overpayment(s):**

E&OE

Signed off this 1st day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

- ii) the option to negotiate a mutually agreeable pay back plan with the Company;
 - iii) notice that failing a negotiated agreement for repayment, the Company may deduct the overpayment from wages, at the rate set out in this Memorandum, beginning in the next pay cycle following the thirty (30) day notice period.
 - iv) Notice that the employee has a right to union representation in the course of negotiating a payback plan; and,
 - v) Notice that the employee has a right to dispute the overpayment in accordance with this memorandum.
 - vi) The Company will obtain written consent from the employee prior to any recovery.
- c) Except where otherwise agreed to by the employee, repayments pursuant to this letter of understanding will not exceed more than 10% of the initial amount (overpayment) owed in any pay period.
- d) In cases where an employee who is subject to a payback plan leaves the Company due to resignation, termination, retirement or displacement, the total or remaining recovery can be 100% offset by the final pay or any subsequent payments that may be owed after the employee leaves the Company (including payments such as time banks, vacation pay or performance pay).
- e) A pay back plan pursuant to this letter of understanding which includes deduction of overpayments from an employee's wages shall constitute an assignment of wages pursuant to section 21 & 22 of the Employment Standards Act.

$\frac{3}{2}$ E&OE

Signed off this 1st day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



**MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: February 8, 2018	Time: 12:42 pm
UP 36	LOU 33	Amend bullet referencing Contracting In	

LOU #33 - Labour Relations Forum

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

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

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

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

1. WORKING PROBLEM/SOLVING SESSIONS

A consultative Forum (known as the Labour Relations Forum) will be established, maintained, and scheduled, to enable the parties to deal with certain issues for the purpose of improving the Labour Relations environment within the Company. This Forum will consist of regularly scheduled meetings between the parties, and other such meetings as required, with the expectation that there would be no less than four meetings per year.

E&OE
Signed off this 8th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



MOVEUP / FORTISBC Energy Inc. - GAS PROPOSALS 2018 Union U-Item Proposals

2. REPRESENTATION

There will be two designated representatives assigned from each party. The designated representatives will coordinate their respective agendas and will work toward the resolution of issues brought forward. Other participants may be brought in by the Parties on an "as required" basis to act as a resource in helping resolve the issues being addressed.

3. ISSUES TO BE ADDRESSED

Issues brought forward by the Parties include, but are not limited to:

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

Every effort will be made to deal with "resolvable issues" as expeditiously as possible. In regard to such issues, the parties will endeavor in good faith to arrive at resolutions without external assistance.

However, the Parties agree that some "resolvable issues" may require third party assistance, and the Parties will therefore set out to agree to appoint a standing mediator who may be called upon as the Parties determine.

4. RESOLUTION IMPLEMENTATION

Resolutions to issues that involve changes to the Collective Agreement shall be announced and implemented as the parties determine. It is understood that some resolutions may require a ratification procedure.

5. COMMUNICATIONS

Communication of Forum resolutions will be jointly coordinated. To that end, the parties will keep joint minutes. In addition, each party will be free to engage in direct communications with their respective constituents, with a copy of such communiqués being sent to the other party.

The Parties believe that in order to achieve a positive labour relations environment there must be open communications and trust between the Parties that shift towards a more constructive approach to resolving issues of mutual concern. In support of the objective to achieve and maintain positive labour relations, the Parties commit themselves to the principles of the Labour Relations Forum.

Amended: May 8, 2015

E&OE

Signed off this 8th day of February 2018

For the Union (MoveUP)

For the Employer (FortisBC Energy Inc.)



2. Article 6.04 – Posting Job Vacancies

FORTIS BC

FortisBC Proposal 2018

Company			
Number	Affected Article	Date:	Time:
C1	6.04	February 7, 2018	11am <i>3:51 pm</i>

ARTICLE 6 – POSTING OF JOB VACANICES

6.04 Where an employee has attained a lateral transfer as a result of a job posting, the Company will not be required to accept an application by that employee for another lateral transfer until they have completed 15 months 4-years' service in that position. ~~It is understood that the Company may add up to 3 months of service for any additional training when required for a newly hired employee.~~ Employees in this category should contact Human Resources if they are uncertain as to whether their application will be accepted.

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

Signed this

7th

Day of

February

2018

For the
Company:



For the
Union:



Company			
Number	Article	Date:	Time:
CG3	155038	January 29, 2018	3:07

ARTICLE 15 – HOURS OF WORK AND PDOs

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

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

15.02 WORK WEEK

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

15.03 WORK DAY

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

15.04 WORK BREAKS

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

15.05 LUNCH BREAK

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

15.06 NON-CORE PREMIUM

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

15.07 PURCHASED DAYS OFF (PDO)

- a) PDOs include days off elected annually by Full-time Regular employees from their 4% Flex benefit allocation.
- b) FTR Legacy employees who were FTR on December 1, 2007 may choose, annually, an additional seven (7) PDOs in lieu of the 3% Employee Savings Plan. The seven (7) PDOs shall be pro-rated for employees who terminate during the calendar year.
- c) PDOs shall be taken in the year that they are credited. If the employee is not able to take their full PDO entitlement during that year, the employee may request to carry over the PDOs and use the PDOs until March 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.
- d) Scheduling of PDOs is by mutual agreement. Such agreement shall not be unreasonably denied.

15.08 **FLEXIBLE HOURS OF WORK**

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

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

Shift	Weekdays	Saturday	Sunday	Statutory Holidays
Day	0 hrs	2 hrs	0 hrs	4 hrs
Aft	1 hr	2 hrs	0 hrs	4 hrs
Night	2 hrs	2 hrs	0 hrs	4 hrs

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

Signed this

Day of

29th Jan.

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number

Affected Article

Date Agreed

Time:

024

16007

January 30, 2018

cy

ARTICLE 16 - OVERTIME

16.07 OVERTIME BANKING

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

Signed this

30th

Day of

January

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number: 655
 Affected Article: LOU #77
 Date: January 29, 2018
 Time: 3:10 pm

LOU #7 Gas Controllers

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

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

1. HOURS OF WORK

Gas Controllers Working Eight-Day Cycle:

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

Day	Day	Night	Night	Off	Off	Off	Off
-----	-----	-------	-------	-----	-----	-----	-----

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

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

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

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

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

New Gas Controllers:

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

2. SHIFT PREMIUMS

As per Article 12.04(e) of the Collective Agreement

3. **OVERTIME**

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

4. **TIME OFF**

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

a) **Annual Vacation**

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

b) **Statutory Holidays**

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

c) **Purchased Days Off**

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

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

5. **RECONCILIATION**

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

6. **GENERAL**

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

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

Amended: May 8, 2015

Signed this

Day of

29th January

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company			
Number	Affected Article	Date:	Time:
066	LOU #14	January 22, 2018	3:10 pm

LOU #14 – Job Sharing

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

Definition

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

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

1. General

- a) The Parties agree that all terms and conditions of the Collective Agreement in force and effect shall apply unless specifically altered herein.
- b) Only regular employees are eligible to participate in job sharing arrangements unless otherwise mutually agreed by the Parties.
- c) A job-share employee (other than a temporary employee as mutually agreed in 1.(b), shall be classified as a part-time regular employee.
- d) For the purpose of applying the overtime and shift differential provisions of this Agreement, the job share position will be treated as a full-time regular position. Accordingly, the combined time worked by the two incumbents will fall within the normal daily and weekly hours of work for the full-time position to a maximum of 7 hours per day or 35 hours per week for Legacy PTR employees or a maximum of 7.5 hours per day or 37.5 hours per week for Standard PTR employees. Any time worked through the combined efforts of the two incumbents which exceeds 7 hours per day or 35 hours per week for Legacy PTR employees, or 7.5 hours per day or 37.5 hours per week for Standard PTR employees, shall be paid at overtime rates to the employee performing the work, except when the combined hours are beyond 7 per day and 35 per week (for Legacy PTR employees) or 7.5 per day and 37.5 per week (for Standard PTR employees), for the purpose of attending training courses or Company programs. Shift premiums will be split appropriately, but will not exceed those paid for the normal shift of the full-time position.

- e) Notwithstanding (d) above, a job-sharing employee may volunteer to work additional hours to cover workload demands that would otherwise be covered by another employee working part time. Premium pay will apply to all hours worked in excess of 7 in a day or 35 in a week (for Legacy PTR employees), or 7.5 in a day or 37.5 in a week (for Standard PTR employees), by that employee.
- f) Job sharing partnerships shall be restricted to employees working within commuting distance of the established headquarters where the job-share position exists.
- g) All job-sharing employees must meet the qualifications of the position to be job-shared.
- h) No employee is eligible to job share in a position in a paygroup higher than their current position.
- i) The regular position left vacant when two regular employees job-share will be posted in accordance with the provisions of Article 6, except as outlined in the trial period in 4 (a).

2. Procedure

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

3. Registration

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

4. Trial Period

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

5. **Job Sharing Conditions**

- a) Full-time regular employees who enter a job sharing arrangement shall change their status to part-time regular (PTR) and assume the salary of the shared position. In the case of a demotion, the employee will retain their salary if within the group salary range of the position, or Step 5 of the position group, whichever is lower. There will be no blue circle or red circle salary treatment as a direct result of job sharing.
- b) Article 19.02(b), (c), and (d) do not apply to PTR job-sharing employees.

6. **Job Share Partner Absence**

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

7. **Filling a Job Share Vacancy**

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

8. **Termination of Job Sharing Arrangement**

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

9. **Discontinuation of Job Sharing Letter of Understanding**

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

Amended: May 8, 2015

Signed this

Day of *29th January* 2018

For the
Company:

For the
Union:



FortisBC Proposal 2018

Company

Number

077

Affecting Article

LICU#211

Date:

January 29, 2018

Time:

3:10 pm

~~LICU#211 - Co-Operative Educational Students~~

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

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

10. Co-op Students will be entitled to 4% in lieu of vacations, and 4.8% in lieu of statutory holidays. Co-op students extended and employed longer than the four (4) month period shall be entitled to an additional 6% in lieu of welfare benefits.
11. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

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

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

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

- f) Salary levels for students will be the minimum of the Job classification to which they are assigned.
- g) Students must become and remain members of the Union as a condition of employment as outlined in Article 1 of this agreement.
- h) Students will be entitled to 4% in lieu of vacations and 4.8% in lieu of statutory holidays.
- i) The Company will advise the Union with at least 2 weeks of advance notice prior to the employment of Students.
- j) Employees hired as students will not accrue seniority.

Amended: May 8, 2015

Signed this

Day of

29th January

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number	Affected Article	Date:	Time:
C8	LOU #31	January 29, 2018	Agreed 3:10 (Jan 29/18)

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.

1. 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).

2. WORK AND LUNCH BREAKS

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

eleven (11) hours. The work breaks will be staggered and shall be taken one in each four (4) hour period of the shift.

3. OVERTIME PAYMENTS

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

4. 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.

5. 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.

6. 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.

7. **TRIAL PERIOD**

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

8. **DISCONTINUATION OF THE LETTER OF UNDERSTANDING**

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

Amended: May 8, 2015

Signed this

30th

Day of

January

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number	Affected Article	Date:	Time:
C10	LOU #34	January 29, 2018	Agreed 3:10 Jan. 29/18

LOU #34 – Part-Time Regular Employees (PTR)

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

1. WAGES & HOURS OF WORK

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

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

2. ALLOCATION FOR TIME OFF

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

3. ANNUAL VACATION ENTITLEMENT

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

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

4. EMPLOYEE SAVINGS PLAN

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

5. EMPLOYEE BENEFITS PROGRAM

Standard PTR employees are eligible for the flexible benefits program with 50% flex credits.

Legacy PTR employees will be provided with the same level of flex credits granted a Full-time Regular

Legacy PTR employees (including Legacy Job Shares) and all Standard PTR employees shall be entitled to the improved 26 week Sick Leave entitlement.

6. POST-RETIREMENT BENEFITS

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

Amended: May 8, 2015

Signed this

30th

Day of

January

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number	Affected Article	Date:	Time:
C11	LOU 37	February 1, 2018	2:55pm

LOU #37 – FortisBC Street Team Members

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

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

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

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

Change in scheduled days off:

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

5. Due to the nature of the work performed, regular weekend work is required. As such, there is no limit on the number of weekends FortisBC Street Team Members work.
6. Where an employee works more than 7.5 hours per day, meal entitlements will be in accordance with Article 16.09

7. All time worked before 6:30 and after 17:30 shall be subject to a 12% non core premium. This premium is not paid if the time worked during these hours is at the employee's request or if it attracts a higher premium rate pursuant to articles 13 and 16.
8. This premium will not apply to time worked on scheduled days off, statutory holidays, scheduled days off in lieu of statutory holidays, or time worked that is already attracting premium pay in accordance with paragraph three above.
9. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time.
10. Annual vacation and Statutory Holiday pay will be paid as per Article 19.02(g).
11. These employees will not be entitled to any benefits. However, should the period of employment exceed 60 days of accumulated service, they will be paid an additional 8% in lieu of sick leave and welfare benefits.
12. Either party may discontinue the LOU on 30 days written notice to the other party.

Amended: May 8, 2015

Signed this

1st

Day of

February

2018

For the
Company:



For the
Union:



FortisBC Proposal 2018

Company

Number C12 **Affected Article** Schedule A **Date:** February 1, 2018

Time: ^{CO} 11:30am 2:55

Schedule 'A

JOB TITLES BY SALARY GROUP

Job Title	Job Group
Group 3	
Data Entry Clerk	3
Relief Clerk	3
Group 4	
Office Services Clerk	4
Switchboard Operator/Receptionist	4
Time Entry Clerk	4
Group 5	
Accounts Payable Support Clerk	5
Facilities Assistant	5
Field Operations Assistant	5
IT Assistant	5
MAC and Wireless Support Clerk	5
Office Services Leader	5
Operations Support Representative 2	5
Project Clerk	5
Regulatory Affairs Assistant	5
Transmission Compliance Assistant	5
Transmission Permit Representative	5
Group 6	
Accounts Payable Clerk 2	6

Administrative Assistant	6
Administrative Assistant – Engineering	6
Administrative Assistant - Transmission Operations	6
Asset Management Assistant	6
Construction Customer Representative	6
Contracts & Projects Administrator	6
Energy Efficiency and Conservation Administrator	6
Engineering Clerk	6
Gas Asset Records Assistant	6
Gas Load Control Clerk 2	6
GIS Drafter 1	6
Instrumentation & Data Acquisition Support Administrator	6
Measurement Technologies Assistant	6
Operations Support Assistant	6
Operations Support Representative 3	6
Project Contracts Administrator	6
Project Management Administrative Assist	6
Sales Support Assistant	6

Group 7

Asset Management Representative	7
Construction Customer Rep Work Leader	7
Credit Card Program Administrator	7
Emergency & Operations Representative	7
Financial Accounting Clerk 3	7
Fleet Services Coordinator	7
Forms Analyst/Designer	7
Gas Service Records Workleader	7
GIS Drafter 2	7
Infrastructure Support Technician	7
Measurement Analyst 2	7
Operations Support Rep Work Leader	7

Payroll Administrator	7
Procurement Representative	7
Project Compliance Coordinator	7
Project Contracts Workleader	7
Technician 1 - Corrosion Control	7
Training Program Coordinator	7
Web Specialist	7

Group 8

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

Vehicle Fleet Contract & Finance Coordinator	8
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Group 9

Communications Coordinator	9
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Contract & Finance Coordinator	9
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Designer	9
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Designer, Communication Services	9
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Employee Communications Writer	9
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Engineering Drafter 3	9
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Measurement Business Analyst	9
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<u>Maintenance Planning Technician</u>	<u>9</u>
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Operations Financial Coordinator	9
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Operations Process Analyst 2	9
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Planning and Design Technologist 1	9
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Procurement Specialist	9
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QA/QC Technician	9
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Technician 2 - Corrosion Control	9
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Technologist 2 - Capacity Planning	9
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Technologist 2- Instrumentation & Communication	9
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Telecommunications Coordinator	9
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Writer/Researcher	9
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Group 10

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

Group 11

Application Support Analyst	11
Asset Management Analyst 2	11
Financial Accountant	11
Gas Control Coordinator	11
Gas Controller	11
Instrumentation & Communications Work Leader	11
Integrity/Corrosion Analyst 1	11
Laboratory Technologist	11
Lands Representative Work Leader	11

Planning & Design Workleader	11
Radio Communications Technologist	11
Right of Way Project Coordinator	11
Senior Regulatory Work Leader	11
Tax Analyst II	11
Technologist 4 - Capacity Planning	11
Technologist 4 -Communications Specialist	11
Technologist 4 - Electrical Design	11
Technologist 4 - Energy Utilization	11
Technologist 4 - Environmental Support	11
Technologist 4 - Instrumentation Design	11
Technologist 4 - LNG Plant	11
Technologist 4 - Measurement	11
Technologist 4 - SCADA	11
Technologist 4 – Quality Assurance Work Leader	11
Workleader – Corrosion Control	11

Group 12

Data Analyst	12
Data Integration Analyst	12
Database Analyst	12
GIS Support Analyst	12
Infrastructure Planning Specialist	12
Property Tax Specialist	12

Signed this

1st

Day of

February

2018

For the
Company:



For the
Union:



3. ARTICLE 7 – LAYOFF AND RECALL

FORTISBC

FortisBC Proposal 2018

Company			
Number	Affected Article	Date:	Time:
C13	7.02(d)	February 9, 2018	9:45 am

ARTICLE 7 – LAYOFF AND RECALL

- 7.02 b) Any election an employee makes under this article shall be given in writing to the Company no later than five working days after the Company has given the required written notice of layoff to the employee, identifying the employee's options.
- c) Where an employee has exercised the right to bump under article 7, or where an employee is placed into a vacant job or position in another town or district, the employee will be eligible for all travelling allowances, moving expenses and living expenses in accordance with Article 17.11.
- d) Regular employees with less than 12 months of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of six months. Regular employees with twelve months or more of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of twelve months. These periods shall be extended by the equivalent time of any temporary employment while on the recall list. If an employee has not been recalled into a FTR or PTR position during the 6 or 12 month recall period, as noted above, the employee will be removed from the recall list. For the purpose of this Article, an employee shall remain on the recall list during any period of temporary employment and shall be considered for any regular employment.
- e) The Company shall maintain an up-to-date recall list and provide a copy to the Union upon request.

Signed this

Day of

2018

For the
Company:

For the
Union:

FortisBC Proposal 2018

Company			
Number	Affected Article	Date:	Time:
LOU #AA	Proposed LOU XX & Art 9.09	January 31, 2018 Feb. 6, 2018	11:40 am

Letter of Understanding #AA**Between:****FortisBC Energy Inc.****And:****MOVEUP****(Canadian Office and Professional Employees Union, Local 378)****RE: Emerging Workplace Issues**

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

a) To that end, the Parties agree as followings:

- i) Through a consultation process, the Parties will continue to ensure that effective and relevant policies and protocols are in place to ensure a safe and respect workplace, including the following topics:**

- 1. Gender Transition Leave**
- 2. Domestic Violence and the Workplace**

- ii) These initiatives will include education and awareness training that aligns with the Company's Health and Wellness programs.**

- b) The Parties, through awareness programs, will continue to develop an environment where any employee can come forward knowing they will be supported in their individual circumstances.**

c) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Company should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know.

d) The Parties agree to meet bi-annually to share ideas and discuss additional enhancements that would continue to promote the combined objectives of the Company and the Union on respectful workplace initiatives.

Signed this

6th

Day of

February

2018

For the
Company:



For the
Union:

