

Agreement

FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)



and

moveUp
MOVEMENT OF UNITED PROFESSIONALS
(Local 378, Canadian Office and Professional Employees Union)

Representing the employees of FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)

April 1, 2017 - March 31, 2022
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THIS AGREEMENT made

Between:

FORTISBC ENERGY Inc. and FORTISBC Inc.

(collectively "FortisBC" or the "Company")

and

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES' UNION LOCAL 378**

representing the employees of

CUSTOMER SERVICE CENTRES

affected by this Agreement

(hereinafter called the "Union")

PREAMBLE

The purpose of this Agreement is to:

- a) Create a mutually beneficial framework for the Company and the Union to work together on matters of common interest.
- b) Create market competitive jobs, which are cost effective and sustainable, and will enable the Company to further advance its business objectives,
- c) Create a work environment which encourages and provides for excellent, uninterrupted service to FortisBC's customers critical to the success of the Company and its employees.
- d) Establish and maintain satisfactory terms and conditions of employment for employees of the Company who are subject to the provisions of this Agreement;
- e) Establish and maintain harmonious relationships between the Company, its employees and the Union, and to provide the prompt and equitable disposition of disputes.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 This Agreement shall apply to and be binding upon all employees of the Company in Customer Service Centres located in British Columbia, excluding the Vancouver Island and Whistler areas, in any phase of office, clerical, technical, administrative or related work.

1.02 The Company agrees that all employees covered by this Agreement shall, within 15 days of the date hereof, or within 15 days of their employment by the Company, whichever event shall later occur, as a condition of employment, become and remain members of the Union. The Company shall deduct from each affected employee's pay the amount of any union dues and assessments, and remit same to the Union monthly, together with the information as to the persons from whose pay such deductions have been made.

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

1.04 Activities of the Union on Company Time

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

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

- (a) Investigating issues pursuant to Article 3;
- (b) Posting Union bulletins and/or notices on the designated bulletin boards;
- (c) Participation in Job Steward Meetings.

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

- (a) Acting as full-time officers or representatives of the Union (but excluding the Union clerical staff). Such employees will be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence employees will return to the position they previously held with the Company.

ARTICLE 1 - RECOGNITION OF THE UNION

- (b) Elected as representatives to attend Union meetings, conventions, or to Union business. Reasonable notice for such leaves of absence must be given to the Company.
 - (c) The Company will not charge the Union for salaries of employees absent from work to attend Executive Board or Executive Council meetings, where the leave of absence is one day or less. Time away will be by arrangement between the employees and their Manager, and such time off will not be unreasonably withheld.
 - (d) Where a leave of absence specified in (c) above exceeds one day and for all other leaves of absence for Union business not specified in (c) above, the Union is responsible for the costs of the leaves, including salary and a loading factor of 17.8%.
 - (e) The Parties agree that Article 1.05 (c) of the Collective Agreement is interpreted to mean that the Union will reimburse the Company for all time lost whenever an employee is continuously involved in Union business for more than 1 day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two.
- 1.06** (a) Bulletin boards shall be made available to the Union for the purpose of posting Union notices relating to meetings and general Union activities. With the exception of routine notices of MoveUP meetings, MoveUP elections, job bulletins to fill vacancies in the MoveUP office and notices of appointment, all notices shall be submitted to the Company for approval before being posted, subject to that approval not being unreasonably denied.
- (b) The Company shall provide standard remote access to Connector to Union Representatives who are assigned to the bargaining unit.
- 1.07** The Company retains the right to manage its business and direct the working forces, provided it does not conflict with the provisions of this Agreement.

1.08 No Discrimination

Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression, or any other grounds under the BC Human Rights Code.

ARTICLE 1 - RECOGNITION OF THE UNION

- 1.09** 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.
- 1.10** Any person or persons holding the job or position of Secretary to the Customer Service Centres Managers or the Director of Customer Care for the Company's customer service centres shall be exempt from the bargaining unit represented by MoveUP.
- 1.11** 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 at the Company's employee orientation sessions for a Union Representative to meet with new employees for the purpose of informing them of their rights and obligations as Union members.
- 1.12** (a) A consultation committee shall be established in accordance with Section 53 of the BC Labour Relations Code.
- (b) At the request of either party, the parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (c) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- 1.13** The Company will indemnify and hold harmless Company employees from legal liabilities imposed upon them arising from their normal course of employment in the case of gross negligence or willful misconduct by an employee.
- 1.14** Union Representatives and Stewards will be allowed the use of the Employer's equipment, including telephones, fax machines and e-mail for purposes of business correspondence between the Union and the Employer only.

ARTICLE 1 - RECOGNITION OF THE UNION

- 1.15** The Company shall provide the Union each month with the following information in electronic form:
- (a) The names, social insurance numbers, classifications, pay groups, salaries, locations and seniority dates of bargaining unit employees.
 - (b) A list of all hires, rehires and terminations in the previous month.
 - (c) A list of all employees going on or returning from leave of absence without pay, pregnancy leave or long term disability in the previous month.
- 1.16** Except in cases involving an employee's failure to attend to a real and emergent threat to the safety of any person or property and/or to comply with the terms of LOU 5 and any Labour Relations Board Essential Services Order, the Company shall not discipline or discharge an employee for refusing to cross or work behind a lawful picket line.

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

ARTICLE 2 - JOB CLASSIFICATIONS

2.01 Job Classifications

- (a) All bargaining unit employees will be assigned a job classification which will be set out in Schedule "A".
- (b) The Company agrees that it will provide the Union with copies of all current job descriptions for each job classification set out in Schedule "A".
- (c) The Company shall provide the Union with job descriptions for each new job classification that it establishes. The Union will be provided with a copy of the job description for each new job classification at least three working days prior to the new job being bulletined.
- (d) A new job classification is defined for the purpose of this Article as:
 - i) A newly created job which has not previously existed, or;
 - ii) Any job within a section, the duties of which have not been performed by an employee within that section during the previous 6-month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section, will not be considered as new jobs under this definition.

2.02 Job Classification Disputes

Where a new or substantially altered job classification is introduced, the Company shall assign an interim wage rate and meet with the Union to negotiate the wage rate within 30 calendar days of the job classification being introduced or substantially altered.

In the event that the parties cannot agree on a wage rate, the matter may be referred to Arbitration for a final and binding decision in accordance with Article 3.06. The Company may fill the position even though the matter may have been referred to arbitration.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

3.01 Grievance Steps

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

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

3.02 Informal Discussion

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

3.03 Step 1

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

3.04 Step 2

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

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

3.05 Step 3

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

3.06 Arbitration

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

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

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

- (b) The arbitrator shall be requested to render a decision within a period of one month following their appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- (c) The arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

- (d) Each party shall pay one-half of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

3.07 Time Limits and Processing

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

3.08 Policy Grievances

- (a) Should either the Union or the Company consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:
- (b) The Union shall refer the grievance in writing to the Manager, Labour Relations who shall, within 15 working days of the referral, arrange along with the appropriate Director (or designate) to hear the Union's grievance and render a written decision within ten working days of the meeting.
- (c) If the grievance remains unresolved it may be submitted to a third party pursuant to Articles 3.06.

3.09 Suspension and Termination Grievances

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

3.10 Job Selection Grievances

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

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

3.11 Attendance of Grievor at Grievance Meeting

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

3.12 Attendance of Job Stewards at Grievance Meetings

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

3.13 Grievances Held In Abeyance

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

ARTICLE 4 - SENIORITY

- 4.01** (a) Seniority for the purpose of this Agreement shall be established on the basis of length of service with the Company as an employee within the terms of Article 1.01. Seniority shall accrue on a bargaining unit-wide basis with FortisBC.
- (b) A regular employee shall be deemed to have seniority after three months' service. After completion of three months' service, seniority shall accrue from the date of hire.
- (c) A temporary employee shall be deemed to have seniority after a total of six months accrued service accumulated on the basis of time worked, provided at least one day is worked in each calendar month, except that an employee on pregnancy/parental leave or absent due to a disability caused by an off-the-job sickness or accident shall retain their seniority.
- 4.02** The Company shall keep a record showing the date upon which each employee's service commenced and terminated. A revised seniority list shall be prepared by the Company quarterly, and an electronic copy of the revised list will be forwarded to the Union the following month. The most current seniority list shall also be published on Connector. .
- 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.
- 4.04** An employee who is granted a leave of absence from the Company's service shall not lose seniority thereby.
- 4.05** (a) If an employee with five or more years of seniority in the bargaining unit resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit, they may reinstate this prior seniority to be effective five years after the employee's return to the bargaining unit if:
- i. the employee serves notice to the union of intent to reinstate within two years of their return to the bargaining unit; and,
 - ii. the employee satisfies all other terms and conditions of reinstatement as determined by the union.
- (b) This article does not in any way diminish the Company's rights with respect to the employee's probationary period.
- 4.06** "Service", for the purpose of this Agreement shall be established on the basis of employment with the Company, whether or not under the terms of Article 1.01, and shall commence from the date last employed.

ARTICLE 5 - EMPLOYMENT AND TERMINATION

5.01 Probationary Period

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

5.02

- (a) Employees may be disciplined for just cause.
- (b) An employee has the right to request the reason for any meeting with management. Should the meeting be disciplinary in nature, or should the meeting become disciplinary, the employee shall have the right to request the presence of a Job Steward.
- (c) Employees may be dismissed for cause without notice. The Company shall immediately notify the Union in writing stating the reasons for the dismissal. In the event the Union is not in receipt of a copy of such written notification and the same is not a willful act on the part of the Company, then such an event shall not be a breach of the terms and conditions of this Agreement.
- (d) FortisBC electronic media (including Internet access and e-mail) must not be used to access deliberately, download, store, copy or transmit pornographic, racist or sexist material. The parties further agree that any such activity is considered just cause for termination without compensation. This agreement does not prejudice either party with respect to discipline for any other types of offences.

- 5.03** Temporary employees shall give or receive the lesser of ten working days' notice or one working day's notice for each month worked.

ARTICLE 5 - EMPLOYMENT AND TERMINATION

- 5.04** (a) The Company recognizes the distinction between culpability and non-culpability as they relate to employee behaviour and performance. The Company emphasizes coaching and counseling to correct non-culpable behaviour and performance. Coaching is an informal process that occurs on a day-to-day basis. When the employee's manager implements the counseling stage, they will meet with the employee and the Union steward to develop a written action plan for improvement.
- (b) Where the employee, despite appropriate coaching and counseling, is unable to achieve a reasonable standard of performance or behaviour, and where the employee is not culpable, the manager will place the employee on a performance probation of not less than three months. During this period the manager will continue to work with the employee and the Job steward with the view to improving the employee's performance to a satisfactory level to avoid termination. The parties will also cooperate with the view to placing the employee into a more suitable position within the Company.
- (c) If at the end of the probationary period no suitable alternative has been agreed to, the Company may discharge the employee.
- 5.05** (a) Employees may review their own personnel files. This may be done by making a written request to a Human Resources Advisor. Arrangements will be made for the employee to sit at a desk or in an office to review the file in the presence of the Human Resources Advisor or their designate. It is understood that the file or any of its contents may not be removed from the designated area. Employees shall receive a copy of their employment file if requested.
- (b) A disciplinary notation or adverse performance notation which will form part of the employee's general record with the Company must be shown to the employee with a copy to the Union prior to being placed on the employee's file. The employee may initial the notation, but this will acknowledge only awareness of its existence, and the employee may write a rebuttal which must also become part of the employee's file.
- (c) Adverse disciplinary and/or performance notations must be removed from an employee's file two years after having been written. It is understood that repeated offenses will continue to remain on record until a clear two-year period has been established.

ARTICLE 6 - POSTING OF JOB VACANCIES

- 6.01** For the purpose of this Article, a job vacancy occurs when the Company requests a replacement for an existing job which has become vacant because of termination, promotion, etc., or when the Company creates a new job and seeks applicants for same.
- 6.02** (a) Except as otherwise provided in this Agreement, job vacancies shall be posted on the appropriate bulletin board and shall close five working days from date of posting, but may be filled on a temporary basis until applications have been processed and a regular appointment is made. The posting will not be removed from the bulletin board until a successful candidate has been notified. Late applicants who have been on annual vacation or sick leave during the posting period of five working days will be considered provided their application is received prior to the successful candidate being notified.
- (b) The Company agrees that the Supervisor (or their designate) responsible for making the selection to a job vacancy will conduct placement interviews with at least the three most qualified applicants for the job.
- (c) Applicants shall receive notification of the receipt of their application and, when a regular appointment has been made, of the name of the successful applicant. Applicants have ten working days after being advised by the Company that they were unsuccessful in a job competition to raise a job selection grievance under Article 3. The employer will email to the Union a summary of jobs posted as they occur.
- (d) Applications for posted vacancies received from temporary employees prior to the Bulletin closure date on or before their termination date shall be considered as internal applications for the purposes of Article 6.03(a).
- (e) If a selection has not been made for a posted position within six months of the closing date on the job bulletin, the position will be re-bulletined unless otherwise agreed to between the Company and the Union.
- (f) When an employee is on leave for more than five working days, they may choose to register a standing application with Human Resources.
- 6.03** (a) Preference in selection for vacant jobs within the bargaining unit shall be given to the most suitable applicant provided the employee meets the Company's minimum requirements of the job. Suitability will be determined by such factors as performance, attendance, ability, competence, skills and

ARTICLE 6 - POSTING OF JOB VACANCIES

qualifications. If these factors are determined to be relatively equal between applicants, then seniority will be the determining factor.

- (b) If there are no applicants within the unit who are suitable then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the minimum requirements for the job.
- (c) For all Leader classifications, job selections shall be made giving equal weight to each of the following six factors:

- Seniority
- Expertise
- Leadership ability
- Problem solving & results orientation
- Customer Focus
- Business understanding & alignment

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

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

6.06 (a) Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Human Resources Dept. Successful applicants shall normally assume their new duties within four weeks from the date they receive written notification of their successful application. Where operational requirements do not permit successful applicants to assume their new duties within this period, the employee will be paid as if they were in the new position. The Company will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Company delaying the transfer. In no event will a transfer be delayed for longer than three months under this Article.

(b) Eligibility for length-of-service progression on the new job shall be determined from the starting date in the new job or four weeks from the date of selection, whichever date shall first occur.

ARTICLE 6 - POSTING OF JOB VACANCIES

6.07 Temporary Assignments

- (a) For the purposes of this Article, a temporary assignment is defined as a position with a minimum duration of one (1) partial day and a maximum duration of eighteen (18) months unless otherwise specifically agreed by the Parties.
- (b) Temporary assignments shall be bulletined, excluding those where the temporary assignment lasts less than six (6) months (except for pregnancy/parental leave in which case a three (3) month period applies), or others specifically agreed by the parties.
- (c) For temporary assignments under six (6) months that are not bulletined, preference will be given to the senior available qualified employee within the same Customer Service Centre where the assignment exists. For temporary assignments under six (6) weeks, the Company will give preference to the most senior employee within the Customer Service Centre 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 assignment beyond six (6) months shall only be by consent of the Union.
- (e) An extension to a bulletined temporary assignment beyond eighteen (18) months shall only be by consent of the Union.
- (f) A regular employee who is a successful applicant for a temporary assignment will return to their regular position when the temporary assignment is concluded.
- (g) Temporary assignments shall be re-bulletined if they become permanent in nature, unless otherwise specifically agreed by the Parties.
- (h) Any employees bidding into temporary assignments must complete the term of the temporary assignment as specified on the bulletin before bidding out into another temporary assignment, except by agreement of their regular Manager and their current temporary Manager.

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

ARTICLE 7 - LAYOFF AND RECALL

- 7.01** (a) The Company will provide the Union with no less than 60 calendar days written notice of intention to introduce automation or new equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.
- (b) If it is necessary to lay off regular employees, the Company shall meet with the Union in a timely manner and advise the Union of the proposed reduction and the positions and employees affected.
- (c) Prior to laying off any regular employee to the recall list, the Company shall terminate temporary employees in the department or location affected, provided the laid off employee has the present ability to perform the temporary employee's job.
- (d) Regular employees shall be laid off in inverse order of their seniority, provided that the retained employees have the present ability to perform the job.
- (e) Written notice or pay in lieu of notice will be given to regular employees for layoffs in excess of 13 weeks. Notice will be one week per year of service with a minimum notice of four weeks and a maximum notice of eight weeks. A copy of such written notice will be sent to the Union.
- 7.02** (a) A regular employee who is subject to layoff may elect any same-status (FTR or PTR) option in 7.02(a) (i) and (ii): except that if there are no opportunities or options under 7.02(a) (i), (ii) or (iii), a FTR or PTR employee may cross-status bump (FTR to PTR or PTR to FTR) the least senior PTR or FTR employee in their current customer service centre location in order to retain their current customer service centre;
- i. To be placed into other FTR or PTR vacant positions which the employee has the present ability to satisfactorily perform; or
- ii. To bump the least senior FTR or PTR employee in the following categories:
1. in the same job classification at the employee's current customer service centre location; or
 2. in a job classification which the redundant employee previously permanently held at the employee's current customer service location; or

ARTICLE 7 – LAYOFF AND RECALL

- iii. If there are:
1. no placement opportunities under 7.02(a)(i) at the employee's current customer service centre location and
 2. no bumping options under 7.02(a)(ii) at the employee's current customer service centre location;
 3. they may elect to bump to the position held by the least senior employee in any customer service centre location, first in an equal group job and secondly in the highest lower group job that the redundant employee has not previously held but which, in the opinion of the Company, the employee has the present ability to satisfactorily perform.
- iv.
1. In the event there is no opportunity for lateral vacancy placement or bumping under 7.02(a) (i), (ii), or (iii) the provisions of article 18.08 will apply.
 2. If, however, the employee bumps or chooses placement to a lower group job, other than the highest group available below their current level, the provisions of article 18.08.
- v. In cases of vacancy placement, the Union shall waive job postings, except in the event the union intends to pursue a grievance that the layoff is not founded in good faith.
- vi.
1. 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.
 2. 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 12 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 12 months. These periods shall be extended by the equivalent time of any temporary employment while on the recall list.

ARTICLE 7 – LAYOFF AND RECALL

3. The Company shall maintain an up-to-date recall list and provide a copy to the Union upon request.
- 7.03**
- (a) No new employee will be hired until employees on the recall list who have specified in writing to the Human Resources Department the locations and the types of vacancies they wish to be notified of, and who have the present ability to perform the vacant job, have been offered the position in order of seniority.
 - (b) A vacancy at the same or lower salary group as the position which an employee on the recall list was displaced from or is salary protected at, shall not be posted until such employees on the recall list who have the present ability to perform the vacant job have been offered the position, in order of seniority.
- 7.04**
- (a) When it is necessary to increase personnel in the job classification from which employees have been laid off, laid off employees will be recalled in order of seniority. The following conditions shall apply:
 - (b) Employees on the recall list are responsible for notifying the Human Resources Department of any change in their postal address or telephone number. Employees who have complied with the foregoing procedure shall be notified by the Company either personally by telephone, or failing that, by registered mail at their last known address of the date on which they are to report for work.
 - (c) Should an employee fail to report for work within seven days of being notified personally by telephone or within ten days of the postal registration date of the written notice, the employee shall lose the right of recall and seniority.
 - (d) An employee who has been laid off in accordance with the provisions of Article 7 will be removed from the recall list if they have not been recalled at the conclusion of the recall period as defined in Article 7.02(a)vi(2), unless the employee is unable to work due to sickness or injury at the time of recall. At the Company's request, the employee will be required to produce a medical certificate to substantiate that the sickness or injury prevented the employee from working.
- 7.05** Where an employee does not exercise bumping rights or vacancy placement pursuant to Article 7, the employee may elect to terminate with severance of two weeks' pay for each completed year of service, or elect layoff and placement on the recall list pursuant to this article, in which case severance pay of the amount originally accrued shall be paid at the end of the recall period, if the employee has not been permanently recalled by that time.

ARTICLE 7 – LAYOFF AND RECALL

7.06 Return To Former Position

The active regular employee with the highest seniority who was previously displaced from a classification shall have preference to return to that classification if a position at the customer service centre location the employee was displaced from becomes vacant within 12 months of the effective date of displacement from that classification and the union will waive the requirement to bulletin the job.

7.07 Eligibility Pool

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

ARTICLE 8 – HEALTH LEAVE

Regular employees may utilize part of their paid short-term disability allowance accruing to them under Article 10.02 for health leave. The terms and conditions of Article 10 continue to apply except as set out below.

8.01 Definition

Health leave is a period of time that a regular employee is permitted to be absent from work due to an off-the-job sickness or accident.

A regular employee can use health leave time for the first three days of such an occurrence.

8.02 Short Term Disability Allowance

Time off taken for health leave will be deducted from an employee's allowance for short-term disability under Article 10.02. Pay for time taken for health leave will be consistent with Article 10.02.

8.03 Health Leave Bank – Full-time Regular Employees

- (a) Full time regular employees working shall accrue 3.25 hours per month to a maximum of 45 hours.
- (b) After three months of service, new full-time regular employees will be granted 15.0 hours in their health leave bank and will begin accruing health leave as per 8.03 (a) above.

8.04 Health Leave Bank – Part-time Regular Employees

- (a) Part-time regular employees working shall accrue 1.75 hours per month to a maximum of 27 hours.
- (b) After three months of service, new part-time regular employees will be granted 7.5 hours in their health leave bank and will begin accruing health leave as per 8.04 (a) above.

8.05 Where an employee permanently transfers, or temporarily transfers for a period greater than six months, from part-time to full-time, their health leave bank balance will be adjusted by 5/3.

Where an employee permanently transfers, or temporarily transfers for a period greater than six months, from full-time to part-time, their health leave bank balance will be adjusted by 3/5.

8.06 Grand-parented Employees

Article 8 does not apply to those employees grand-parented under LOU 2.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Bereavement leave of absence of up to five days, three days with pay and two days without pay, shall be granted an employee upon application in the event of a death of a spouse, son, daughter, step-child, mother, mother-in-law, father, father-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, or grandparents grandparent-in-law, grandchild, step-grandchild, or adopted child of the employee and for legitimate personal reasons acceptable to the Company.

9.02 Funeral Attendance

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

9.03 Court Leave

An employee who is subpoenaed as a witness and appears, or who attends for, or serves on jury duty shall continue to receive their salary, provided such court action is not occasioned by the employee's private affairs.

- 9.04** (a) Wherever possible, employees shall schedule medical and dental appointments outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their health leave bank or their pay where the period of absence from work is two hours or less. Medical and dental appointments requiring an absence from work beyond two hours will result in the excess over two hours being deducted from their health leave bank or from pay (if their health leave bank is exhausted). Managers at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.
- (b) The Union agrees that employees should cooperate with their Manager by providing at least 3 days' notice for non-emergent appointments and as much notice as they can for emergent medical and dental appointments; this is to facilitate replacement staff and scheduling of work. Furthermore, the Union will encourage its members to make every effort to schedule their appointments on scheduled days off, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.

ARTICLE 9 - LEAVES OF ABSENCE

9.05 Personal Leave

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

9.06 Pregnancy Leave

- (a) An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B. C. During the pregnancy leave of absence, the B. C. Medical Services Plan, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying her share, if any, of the costs.
- (b) Employees requesting both pregnancy and parental leave must apply for them both at the same time.
- (c) No less than thirty (30) days prior to the commencement of the leave, the employee must notify their supervisor (or designate). The notice will indicate the start date for the leave, the number of weeks for which the leave is being requested and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- (d) The period of leave can be shortened after commencement of the leave upon a further 30 days' notice.
- (e) Any extension of leave beyond the total leave of 52 weeks (pregnancy and parental together) will be at the sole discretion of the Company. There will be no annual vacation accrual during any such extension period.

9.07 Parental Leave

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

ARTICLE 9 - LEAVES OF ABSENCE

- (b) If this leave is in conjunction with the pregnancy leave, notice must have been received at the same time the pregnancy leave was requested.
- (c) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B. C. as follows:
 - i. for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise,
 - ii. for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - iii. for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

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

- (d) To change to an earlier return date, employees must notify their immediate supervisor (or designate) in writing no less than 30 days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

9.08 Pregnancy Leave Disability

- (a) Regular employees who are on pregnancy leave and who have given birth to a child shall receive a six-week EI top-up as follows:
- (b) Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee's last working day prior to commencing pregnancy leave.
- (c) The top-up shall be to 70% or 100% of regular earnings (per the employee's entitlements under Article 10.02) and shall commence with the date of birth.

ARTICLE 9 - LEAVES OF ABSENCE

- (d) Regular earnings for purposes of this Article are defined as the employee's base rate earnings for her regular job (not necessarily the job she is in when commencing pregnancy leave) and do not include any premium payments.
- (e) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the Company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances – in other words, an employee is not entitled to a greater 'sick leave' benefit under this Article than she would be for any other disability.
- (f) The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- (g) The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the FortisBC top-up retroactively.
- (i) Should the employee's birth-related disability continue beyond the six-week top-up period, the Company will continue the appropriate top-up amount for so long as the birth-related disability continues, or until EI entitlements are exhausted, or until 'sick-leave-equivalent' entitlements are exhausted (per Paragraph (e)), whichever first occurs.
- (j) The disability-related portion of the pregnancy leave is considered part of the term of pregnancy leave specified by Article 9.06.
- (k) Should the employee continue to be disabled as a result of complications from the childbirth at the end of the pregnancy leave period, the LTD provider's 15-week waiting period is deemed to run concurrently with the employee's pregnancy leave from the date of childbirth.
- (l) The Company's claims management process will be used to assess all medically-related absences except for the six-week period immediately following the date of childbirth. Absences immediately following this six-week period will not be subject to the normal five-day waiting period for claims management.
- (m) The employee is not eligible for paid sick leave allowances for a disability not related to childbirth unless the disability was pre-existing to the period of pregnancy leave.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

10.01 A regular employee becomes eligible for paid sick leave benefits after accumulating three months of service with the Company.

10.02 Employees who are unable to work as a result of a disability caused by an off-the-job sickness or accident will be eligible to receive the following paid sick leave benefits:

(a) Paid Sick Leave Allowance Per Plan Year

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

(b) Employees who had less than three months service as at the previous July 1st, or who were not employed by the Company at the previous July 1st, will have their period of service determined as the period of time from the date their employment with the Company commenced until the date of their disability.

10.03 A plan year is defined as a 12-month period beginning on July 1st, and ending on June 30th.

10.04 For purposes of the Article "regular earnings" means the daily rate in effect at the date of disability, for the employee's normal job classification, as determined by dividing the employee's normal bi-weekly salary by ten.

10.05 When the entitlement at full regular earnings has been exhausted, employees will be eligible to receive further paid sick leave benefits of 70% of regular earnings for the balance of a 15 week period.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

- 10.06** Any unused days of paid sick leave allowance at full regular earnings cannot be carried over from one plan year to the next. If a disability continues into a new plan year, the amount of benefits at full regular earnings for that disability in the new plan year will be the balance of what is left from the previous plan year's full regular earnings entitlement.
- 10.07** Employees may utilize part of the paid sick leave allowance accruing to them under Article 10.02 in the event of injury or illness to a dependent child on the following conditions:
- (a) a maximum of one-half of annual full regular earnings allowance may be used for this purpose; but
 - (b) no more than a total of five days may be used for this purpose in any plan year; and
 - (c) use of this provision is limited to a maximum of four separate occurrences per plan year; and
 - (d) no more than two days may be taken for each occurrence.
- 10.08** (a) If an employee has received 15 weeks of paid sick leave benefits and returns to active duty, the employee will have their entitlement as at the previous July 1st, reinstated after one month's service in the case of a new disability, and after three months' service in the case of the same or a related disability.
- (b) If a disabled employee has exhausted their paid sick leave benefits prior to the expiry of the 15 week elimination period for Long Term Disability, they shall be paid 70% of regular earnings for the balance of the elimination period.
- 10.09** Benefits under this plan will be reduced by any benefits an employee receives under any government sponsored plans, other than Employment Insurance. Income benefits from any individual disability policy which has been purchased by an employee will not be considered in determining benefit entitlement under this plan.
- 10.10** Employees absent from work for any of the following reasons will not be eligible for paid sick leave benefits:
- (a) disabilities which occur while the employee is on pregnancy 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.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

- (c) disabilities caused by intentionally self-inflicted injuries or disease; while serving in the Armed Forces; while participating in a riot, war or civil disobedience; or while committing a criminal offence or serving a prison sentence.

10.11 When an employee is given notice of layoff and the employee subsequently becomes disabled within two months of the effective date of the layoff, the paid sick leave benefits will terminate on the effective date of the layoff.

10.12 Employees with health problems will be considered for severance pay providing the employee is not receiving long-term disability benefits.

10.13 (a) At the request of the Company, employees will provide a medical certificate by a licensed physician substantiating any disability extending beyond three working days. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company,

- (b) The Company recognizes its duty to accommodate to the point of undue hardship, employees with medical disabilities. Where it is clear that an employee's absences are related to a recognized disability, the Company will endeavour to work with the employee, the employee's doctor and the union, in order to accommodate the employee in preference to continually requesting medical certificates pursuant to clause 'a' above. This process does not prejudice the employee, the Company or the union from implementing other process that are legally available to them.

- (c) An employee may be required to submit to an examination by a licensed physician who is mutually agreeable to the employee and the Company. Should this examination result in a cost that is not borne by the Company's medical plan, the cost of such examination will be paid by the Company. In the event the parties cannot mutually agree upon a licensed physician, the B.C. College of Physicians will be requested to appoint a licensed member.

10.14 The Union agrees that regular attendance at work is desirable and it will not condone any employee abuse of the Sick Leave provisions of the Collective Agreement.

Where the Company has reasonable grounds to suspect sick leave abuse, the Company has the right to require an employee to provide a medical certificate for any absence on sick leave until such time as the request is no longer reasonable. In consultation with the Union, the Company may, at its discretion, require employees to undergo a medical examination by a mutually agreed upon physician.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company.

- 10.15** It is understood that the plan may be altered or amended from time to time in order that the plan will continue to meet the standards of the Employment Insurance regulations and thereby qualify the Company for a full premium reduction.
- 10.16** In cases where employees are on compensation and receiving Workers' Compensation Board payments, the Company will pay the difference between such payments up to a maximum of 85% of the employee's normal 37.5 hour weekly straight time wages for the period the employee is paid by the Workers' Compensation Board, but in any event, the percentage of contribution by the Company shall not be greater than that which would give the employee an income, including the Workers' Compensation Board payments that they would have received for a normal 37.5 hour straight time wage after the deduction of income tax. This paragraph shall only apply to those employees who have served their probationary period and/or hold a bulletined job. Neither the time off nor the payments shall be charged to sick leave credits.

ARTICLE 11 – HEALTH & SAFETY

11.01 Statutory Safety and Health Compliance

The Company and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the safety and health of all employees as set out in the applicable statutes and regulations.

11.02 Joint Occupational Safety and Health Committee

There shall be established a Joint Safety and Health Committee. Committee meetings shall be held as per the Workers' Compensation Board Industrial Health and Safety Regulations.

11.03 Unsafe Work Conditions

- (a) No employee shall undertake any work which the employee has reasonable grounds for believing that the work is unsafe. Such incidents must be immediately reported by the employee, and investigated by the local management.
- (b) No employee shall be subject to discipline for acting in compliance with sections 3.12 of the Workers' Compensation Board Industrial Health and Safety Regulations.

11.04 Ergonomics

Employees who have a health concern with respect to/regarding their workstation will be encouraged to report their concern to their Supervisor in writing, with a copy to the Joint Occupational Safety and Health Committee.

11.05 Safety of Employees Working At Night

- (a) Except as provided in Article 16.08, when employees are required to work overtime later than 2200 hours:
 - i. the Supervisor shall, if requested by the employee, make arrangements for an escort to their motor vehicle or public transit or,
 - ii. if the employee is travelling by foot or to an insecure public transit destination, the Supervisor may, if requested by the employee, have the employee driven home by Company personnel or by taxi, at the Company's expense.

ARTICLE 11 – HEALTH & SAFETY

- (b) The Union and the Company agree to meet to discuss any extraordinary circumstances that may affect the safety of regular shift workers whose shift or overtime ends between 2200 and 0500 hours.

11.06 First Aid Premium

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

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

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

ARTICLE 12 - RESPECTFUL WORKPLACE

12.01 Respectful Workplace

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

12.02 Definitions

Discrimination

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

Harassment

Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behaviour is unwelcome and inappropriate in the workplace. This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on race, religious beliefs, colour, and place of origin, gender, gender identity, gender expression, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or political belief.

Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)
- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature

ARTICLE 12 – RESPECTFUL WORKPLACE

- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

12.03 Reporting Procedure

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

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

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

ARTICLE 13 - STATUTORY HOLIDAYS

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

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

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

13.02 Any of the above holidays falling on a Saturday or Sunday will be observed on Friday or Monday at the Company's option.

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

Paid Holiday pay for regular part-time employees and Temporary employees shall be paid bi-weekly as a percentage of vacationable earnings. The percentage paid shall be 4.8% based on 12 paid holidays.

13.04 Employees shall receive an equivalent number of days off. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

ARTICLE 14 - VACATIONS

14.01 Vacation based on Service

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

14.02 Minimum of Three Months Service

An employee will accrue but may not take any vacation leave until they have completed three months of service

14.03 Annual Vacation Entitlements

A full-time regular employee shall EARN their annual vacation entitlement for any calendar year only when they reach their anniversary, although they may TAKE their annual vacation anytime during that calendar year.

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

Annual vacation entitlements for full-time regular employees shall be as follows:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay %Vacationable Earnings</u>
1 st to 7 th year	3 weeks	6%
8 th to 17 th year	4 weeks	8%
18 th to 24 th year	5 weeks	10%
25 th and greater	6 weeks	12%

14.04 Payment Of Vacations

- (a) Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken, or depending upon their vacation entitlements, at the rate of 6%, 8%, 10% or 12% of their current year's vacationable earnings, whichever is the greater. Adjustments arising out of the percentage application will be made in the first quarter of the following year. Notwithstanding the foregoing, banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

ARTICLE 14 - VACATIONS

- (b) Upon termination of service all employees will receive final vacation pay prorated on the basis of an anniversary date of 1 January. If an employee terminates during the year and has exceeded their annual vacation entitlement, the amount owing to the Company will be deducted from the final pay cheque.
- (c) All employees will have their vacation entitlement and related vacation pay calculated in hours, including those on a modified work week.
- (d) To determine the appropriate number of days of vacation entitlement for employees on a modified work week, the entitlement will be based on their 37.5 per week work schedule.

14.05 Part-time Regular employees

Part-time regular employees shall be paid their vacation pay bi-weekly as a percentage of vacationable earnings, and deposited into a Time Off Bank (TOB) to be taken as time or cashed out as set out below:

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay %Vacationable Earnings</u>
1 st to 7 th year	3 weeks	6%
8 th to 17 th year	4 weeks	8%
18 th to 24 th year	5 weeks	10%
25 th and greater	6 weeks	12%

14.06 Temporary Employees

Temporary employees shall be paid their vacation pay bi-weekly as a percentage of vacationable earnings, and deposited into a Time Off Bank (TOB) to be taken as time or cashed out as set out below:

<u>Years of Service</u>	<u>Vacation Pay % Vacationable Earnings</u>
1st to 4th year	4%
5th year and greater	6%

ARTICLE 14 - VACATIONS

14.07 Time Off Bank (Temporary/Part time Employees)

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

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

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

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

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

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

14.08 Broken Vacations

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

14.09 Vacation Scheduling

Vacation periods shall not conflict with essential departmental requirements. However, agreement to schedule time off shall not be unreasonably withheld by the Manager. Employees shall take all of their earned annual vacation before the end of the calendar year. Any vacation that cannot be scheduled by that time will be paid out to the employee. In exceptional circumstances only, and with the approval of the Manager, vacation may be deferred to the following year.

ARTICLE 14 - VACATIONS

14.10 Statutory Holidays Falling During Vacations

An employee will be granted a day in lieu with pay for each statutory or Company-observed holiday falling in their paid vacation period.

14.11 Vacation While Relieving In A Higher Pay Classification

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

14.12 Proration Of Annual Vacation Entitlement

For absences other than Annual Vacation: where an accumulation of such absences exceed three calendar months in any calendar year, annual vacation will be reduced by 1/9 for each full month of absence in excess of three months.

14.13 Cancellation of Vacation

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

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Operation

The hours of operation shall be 24 hours per day, 7 days per week

15.02 Working Hours

The standard hours of work shall be based on 37.5 hours per week.

15.03 Work Day

Any consecutive 7.5 hours of work, exclusive of lunch period, in a 24 hour period.

15.04 Work Week

Any consecutive five days of work out of seven consecutive calendar days. The remaining two days will be scheduled as days off in lieu of Saturdays and Sundays.

15.05 Lunch Breaks & Rest Breaks

Employees whose work day is greater than five hours in duration, will be entitled to an unpaid lunch period of 30 minutes. Employees will be entitled to one paid 15 minute rest period in each work day where they are scheduled to work at least four hours. Employees will be entitled to two paid 15 minute rest periods when they are scheduled to work 7.5 hours or more.

The lunch break will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress. Where employees are entitled to two rest periods, the first such break shall occur during the tour of duty prior to the lunch period and the second break shall occur during the tour of duty prior to quitting time.

15.06 Work Schedules

- (a) Regular employees will work shifts on a two-week cycle. Employees will be notified of their specific shifts no less than two weeks in advance by posting a shift schedule in the work area.
- (b) PTR employees will normally be scheduled a minimum of 37.5 hours bi-weekly pursuant to Article 15.07 below (the sign-up), and a maximum of 60 hours bi-weekly, subject to article 19.02.

ARTICLE 15 – HOURS OF WORK

- (c) When developing an individual employee's shift schedule, the Company will specify the start time for the first shift, then add the start time closest to the first shift's start time that is available in each of the remaining working days that week. Starting times of shifts for FTR employees will not be varied more than one hour on a day-to-day basis, and by no more than three hours for PTR employees.
- (d) Part-time regular employees and Temporary employees will work a minimum four consecutive hours to a maximum 7.5 consecutive hours in any day.

15.07 Shift Sign-Up

Shifts shall be of two weeks duration. All shift sign ups for regular employees shall be bid by seniority. Each regular employee is encouraged to submit a standing request for preferred shift(s). If an employee is absent during the sign-up period, or does not have sufficient seniority to get any of the shifts on their standing application, their shift(s) will be scheduled by management. The Company will endeavor to publish and post up-to-date seniority lists two (2) weeks prior to the release of the shift bid.

Unscheduled Absences and Unanticipated Workloads:

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

15.08 Shift Premium

All shift hours between 2000 and 0700 hours shall attract a 10% shift premium.

ARTICLE 15 – HOURS OF WORK

15.09 Mutual Exchange of Working Hours

Subject to approval by the Supervisor, employees may request a mutual exchange of working hours. Each employee shall assume the hours of work of the employee they replace, but shall continue to receive their own regular rate of pay.

15.10 Modified Work Weeks

If agreed between the parties, employee may be scheduled to work modified work schedules without overtime rates applying.

ARTICLE 16 - OVERTIME

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

16.01 Overtime Rates

- (a) All time worked in excess of 7.5 hours in a day or 37.5 hours in a week, shall be paid at the rate of double time (200%), except an employee who works more than 7.5 hours in order to complete a customer call shall be paid straight-time rates until such call is completed.
- (b) Preference for scheduled overtime will be given to senior full time and part time regular employees within a classification.

16.02 Minimum Paid Periods

If an employee is required to remain at their work place to work overtime, they will be paid for a minimum of 1/2 hour. Time worked beyond the first 1/2 hour of overtime will be recorded to the next higher 1/4 hour. The applicable clause may be invoked with respect to meal intermissions. If they are required to return to their normal work location, aside from a normal meal intermission, a two-hour minimum will apply. An employee scheduled to work on their scheduled day off will be paid for a minimum of four hours at overtime rates, but will not be paid for time spent in travelling to and from their normal work location.

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

16.04 Rest Periods

An employee who has worked overtime shall return to work, after eight hours rest, but only if they can do so by the mid-point of their regular shift, unless they will report earlier by mutual agreement. Whether or not they do report to work they shall nevertheless be paid for the regular shift following the overtime at their normal straight-time rate. However, if their overtime finished at or before eight hours prior to the mid-point of their regular shift on the day in question, they must return to work by the mid-point of their regular shift in order to qualify for full pay for their regular shift. An employee who is called in and reports to work before the expiration of their eight hours absence shall receive double time payment for those hours which coincide with the working hours of their normal shift, plus their regular salary for the day.

ARTICLE 16 - OVERTIME

16.05 Call-Outs

- (a) Notwithstanding the provisions of Clause 16.04, a call-out occurring within a period of four hours prior to the commencement of their regular working day or shift will nevertheless require an employee to report at their regular hour and be paid at straight-time rates for their full regular shift.
- (b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of two hours beginning at the time they leave their residence. One-half hour at double time shall be allowed an employee to reach their living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift, minimum call-out shall not apply.

16.06 Overtime Payment

Approved overtime worked will be paid out.

16.07 Meal Provisions

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

16.08 Alternative Transportation

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

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

ARTICLE 16 - OVERTIME

16.09 Telephone Consultation

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

- (a) Pay per telephone consultation equivalent to 1/2 hour or the length of the call, whichever is greater, at overtime rates for calls prior to 23:00, and one hour's pay at overtime rates for calls between 23:00 and 07:00, except as indicated in (b) below.
- (b) If a second or successive telephone consultation takes place within 1/2 hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (a) above.

ARTICLE 17 - HEADQUARTERS - TRAVELLING ALLOWANCE AND LIVING EXPENSES

17.01 Headquarters

Each employee shall have an established headquarters, which will be their regularly assigned customer service centre location.

17.02 Use of Personal Vehicles

Employees who are required to use their personal vehicles for local business travel must receive the prior approval of their Supervisor. The employee will be reimbursed in accordance with the Company's policy at the Canada Revenue Agency (CRA) Automobile Allowance rates.

17.03 Business Travel

All business travel arrangements will be subject to Company's Corporate Travel and Entertainment Policy. The Company will reimburse business travel expenses according to the Corporate Travel and Entertainment Policy.

Employees required to travel away from their established headquarters will normally be expected to conduct this travel within the limits of the standard workday, and such travel time will be considered as time worked. Travel time on commercial carriers (i.e. air carrier, ferry, etc.) will begin when the employee arrives at the departure terminal and end upon arrival at the destination. The provisions of Article 16.01 will apply if combined travel and work hours exceed the standard workday or work week.

The Company will pay a per diem meal allowance of \$50.00 for each day that an overnight stay is required for employees on approved company business or mandatory training.

ARTICLE 18 – SALARY ADMINISTRATION

18.01 Salaries & Calculations

- (a) Job classifications are set out in Schedule "A". The salary scales applicable to these classifications shall be as set out in Schedule "B".
- (b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.
- (c) Monthly rates are computed on the basis of 217.4% of bi-weekly rates.
- (d) For conversion purposes only, hourly rates of pay are determined by dividing bi-weekly salaries by 75.
- (e) All employees shall be paid by direct payroll deposit. Employees shall provide the necessary banking information on the form(s) supplied by the Company.

18.02 Length-Of-Service Increases

- (a) Progression along the salary scale set out in Schedule "B" will be at 12 month intervals.
- (b) Salary advances in all salary ranges shall be automatic except that such increases may be withheld for cause, providing that two months' notice of intent to withhold is given to the employee in writing, and a copy of such notice is mailed to the Union office. When, in the opinion of the Company, the employee has restored their performance fully at some subsequent date, they may regain their position within the salary scale on a non-retroactive basis.
- (c) Automatic salary increases for employees who are eligible shall be an amount equivalent to a full step increase of the appropriate salary range, irrespective of the employee's position in the range, provided that no employee may receive an increase beyond the maximum steps of the range.
- (d) Time worked continuously on different jobs having the same group shall be cumulative.
- (e) Employees who are promoted will have their length-of-service date established on the anniversary date of their promotion.

ARTICLE 18 – SALARY ADMINISTRATION

- (f) Part-time regular employees and Temporary employees shall accrue service for salary progression purposes on the basis of accumulated hours worked. (for part-time regular employees this will be inclusive of Annual Vacation, Sick Leave and absences due to Workers' Compensation) at the same job group and salary step. For Temporary employees this is as long as breaks in service do not exceed 90 consecutive calendar days, after which the terms of Article 18.04(b) apply.

Such progression shall be determined by a quarterly review of accumulated hours and shall occur effective the first of the month in which the employee accumulated 1,958 hours.

18.03 General Increases

- (a) Salaries and bi-weekly scales shall be increased by:
- i. 1.00% on the latter of April 1, 2017 or on the third day following the date of ratification
 - ii. 1.00% on April 1, 2018
 - iii. 1.25% on April 1, 2019
 - iv. 1.50% on April 1, 2020
 - v. 1.50% on April 1, 2021

Wage increases to be applied to LOU 2 wage scale

18.04 Hiring Rates

- (a) Employees, including those from other Unions within the Company, are to be hired at the lowest rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including the third increment. Higher starting rates than the third increment may be paid in exceptional cases provided agreement is reached between the Company and the MoveUP.
- (b) A person who has previously worked for the Company and is rehired into the same job classification as they held at the time of termination, shall start at the same step of the salary range as that person was being paid immediately prior to the termination and the full time of the step must be worked before progressing to the next step.

ARTICLE 18 – SALARY ADMINISTRATION

- (c) However, if the time away from the job exceeds one year, the individual will start one step below the step held when the termination occurred and the full time of the step must be worked before progressing to the next step. If the time away from the job exceeds two years, the individual will be treated as a new employee pursuant to Article 18.04 (a).

18.05 Definitions - Promotions, Demotions and Transfers

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

- (a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- (b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- (c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- (d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for one full working day or more and for six months or less.

18.06 Permanent Promotions

- (a) An employee who is promoted from one salary group to another will receive an increase to the closest step that is higher than their current step. No employee will receive less than the minimum or more than the maximum of the new range. Thereafter, progression along the salary scale will be at 12 month intervals.
- (b) When an employee is promoted from a position they have taken under the provisions of Article 18.08, the following salary policy will apply:
 - i. If the employee had been on the lower grouped job more than one year they shall be promoted in accordance with Article 18.06 (a) above.
 - ii. If the employee has been on the lower group job less than one year and is promoted to the same group they held prior to demotion, they will receive the salary they would have achieved had they remained on that higher job group level.

ARTICLE 18 – SALARY ADMINISTRATION

- iii. If the employee is promoted to a job group higher than they held prior to their demotion, their salary will be determined by applying firstly the provisions of Article 18.06 (b) (ii) and then the provisions of Article 18.06 (a).

18.07 Temporary Promotions

Definition:

- (a) "Temporary Promotion" means a promotion which lasts for one full working day or more.
 - i. An employee who is temporarily promoted from one salary group to another will receive an increase to the closest step that is higher than their current step. No employee will receive less than the minimum or more than the maximum of the new range.
 - ii. Where an employee carries out the duties of a Supervisor, or another person outside of the bargaining unit, they shall receive a rate of 10% above the highest rate of persons supervised, or 10% above the employee's current rate, whichever is greater, for the entire period of such relief.
- (b) When an employee is in receipt of Supervisory premium pursuant to Article 18.07 (a) (ii) and works overtime, the appropriate overtime premium will be applied to the employee's wage inclusive of the Supervisory premium.
- (c) An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases which they would have received on the lower grouped job and their salary shall be increased accordingly. A temporarily promoted employee will also be eligible for length-of-services increases on the higher grouped job if the temporary promotion is renewed and thus exceeds 12 months in duration. However, the salary resulting from a length-of-service increase on the higher grouped job shall at no time be higher than the salary the employee would have received had they been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to their regular job. The salary at which they return to their regular job shall include any increases which would otherwise have come to him/her during the period of transfer.

ARTICLE 18 – SALARY ADMINISTRATION

- (d) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on their merits, subject to recourse to the grievance procedure.

18.08 Demotions

In the case of a demotion the following salary policy will apply:

- (a) If the employee has a year or more of service in the higher grouped job, upon demotion they will retain their rate if it is not beyond the maximum of the lower grouped job; if it is beyond maximum they will be reduced to the maximum of the lower group.
- (b) If the employee has less than one year's service in the higher-grouped job, upon demotion their salary will be that which they would have attained had they moved directly to the lower-grouped job on the same date that they moved to the higher-grouped job.

18.09 Employee Incentive Pay

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

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

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

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

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

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

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

ARTICLE 19 - EMPLOYEE DEFINITIONS

19.01 Full-Time Regular (FTR)

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature.

19.02 Part-Time Regular (PTR)

An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature.

Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 60 hours per bi-weekly pay period except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status. A PTR employee will normally be scheduled a minimum of 37.5 hours bi-weekly or 18.75 hours per week. At the end of any bi-weekly sign-up period where the minimum of 37.5 hours bi-weekly is not scheduled, the employee(s) working those schedules shall have the right to choose layoff under the terms of the collective agreement.

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

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

19.03 Temporary

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

Unless otherwise agreed by the parties, a temporary employee is limited to a period of 18 months working full-time in connection with a specific project, work overload or seasonal peaks.

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

ARTICLE 19 – EMPLOYEE DEFINITIONS

19.04 Unscheduled Part-Time Regular Employee (UPTR)

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

ARTICLE 20 – TRAINING & DEVELOPMENT

20.01 Training Assistance

The Company and the employees have a joint interest in ongoing employee development. To this end, the Company will assist employees, where practical, to maintain and develop their skills. This assistance may be in the form of financial aid or on-the-job training.

Where the Company requires an employee to take training, the full cost of training will be borne by the Company.

20.02 Financial Aid, Training Courses

An employee seeking financial assistance to attend a training course outside FortisBC, where the training is not a job requirement but will contribute to the employee's development within their current position or advancement into a position which the employee will soon progress, must submit a request on the appropriate form in writing to their immediate Supervisor. A copy of the course description must also be attached to the request.

20.03 Training Approval

Where Management supports the employee's request for external training, the Company will reimburse the cost of training and instructional materials upon successful completion of the course.

20.04 Professional Fees

The Company shall reimburse employees for registration fees and annual membership fees in any Professional Association, if such registration and membership is a requirement under the Qualification section of the employee's job description, or at the discretion of the appropriate Director of Customer Care.

ARTICLE 21 - BENEFIT PLANS

21.01 Medical Coverage and Extended Health Care Benefits

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

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

21.02 Group Life Insurance

The Company will continue to provide all regular employees with life insurance benefits under the terms of its group life insurance policy. Coverage will be effective on the first day of the month following three months continuous service as follows:

- (a) The life insurance benefit is equal to two times the employee's annual salary, rounded to the next higher \$1,000, if not already a multiple of \$1,000.

ARTICLE 21 – BENEFIT PLANS

- (b) For purposes of determining an employee's group life insurance coverage, "annual earnings" shall be computed semi-annually and shall be based on salary scales actually in effect on January 1st and July 1st each year.
- (c) The Company shall contribute 100% of the cost of the policy.
- (d) An employee receiving Long Term Disability benefits under Article 21.04 shall remain covered for the Life Insurance coverage in effect immediately prior to the disability.

21.03 Dental Plan

- (a) All regular employees, spouse and dependent children per the Company's benefit eligibility guidelines are eligible for coverage under Dental care plan in effect at the time of this agreement.
- (b) The plan covers Plan A at 90%, Plan B at 60% and Plan C at 50%.
- (c) Combined maximum for Plan A & B is \$3,000 per eligible person per calendar year. Plan C has a lifetime maximum per eligible person of \$3,000.
- (d) Any other improvements to the benefit entitlements under the provisions of the Dental Plan covering Company employees during the life of this Agreement will be implemented for all employees covered by the Company Dental Plan. Payment of benefits will be in accordance with the current B.C. College of Dental Surgeons Schedule of Fees.
- (e) Employees are eligible for enrolment in the plan on the first day of the month immediately following three months of continuous service.
- (f) The premium for such Plans shall be paid 100% by the Company for full-time regular employees, and 80% by the Company and 20% by the employee for part-time regular employees.

21.04 Long Term Disability

- (a) The Company pays the full cost of the premium for a Long Term Disability Plan. The Plan provides a benefit to eligible employees at the rate of 70% of normal regular monthly earnings (to a maximum benefit of \$4,000 per month) while sick or disabled. Benefits commence to eligible employees in the 16th week of continuous disability.
- (b) Coverage for regular employees will be effective on the first day of the month immediately following 3 months of continuous service.

ARTICLE 21 – BENEFIT PLANS

- (c) This is a brief summary of the Plan's provisions. The Plan is subject to terms and conditions of the Contract with the Underwriter.
- (d) It is understood that the Plan may be altered or amended from time to time to reflect changes made under Article 10.15.
- (e) While the benefits of this Plan include payments by government plans, such as Canada Pension and Workers' Compensation, the initial benefit under this Plan will not be reduced even if there are subsequent increases in government plans' payments.
- (f) The benefits payable from the Plan will increase at the rate of increase of the Consumer Price Index to a maximum of 3% per year.

21.05 LTD Employees Returning To Work

- (a) When employees return from a period of sickness or disability after their positions have been filled, the Company will attempt to place them in a regular position for which they are qualified in accordance with HMR-01-08, subject to agreement of the Union. The position will be at the same salary level, or as near as possible to the employee's previous rate.
- (b)
 - (i) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into their previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date long term disability payments became effective.
 - (ii) If their previously held position is occupied by a more senior employee, the employee will be entitled to exercise their bumping options pursuant to Article 7.02 and/or layoff to recall protection under Articles 7.02 (a) vi (2), and 7.03.
- (c) If the employee returns after more than two years from the date long-term disability payments became effective and there are no placements options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 7.02 (a) vi (2) and 7.03.

ARTICLE 21 – BENEFIT PLANS

21.06 Coverage and Cost For Employees On Leave Of Absence

- (a) An employee on leave of absence without pay, for reasons other than sick leave or pregnancy/parental leave for a period of 15 days or more in any calendar month is required to reimburse the whole cost of the benefits plans as outlined in 21.01, 21.02, 21.03 and 21.04 above in respect of that month.
- (b) Company employees who are on leave of absence in accordance with Article 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all Company benefit plans, on condition the Company's share of the cost of such plans is borne either by the Union or by the employee.
- (c) Coverage in all Benefit Plans will be effective on the first day of the month immediately following the completion of the qualifying period, if any. Further details of these plans are available upon request to the Human Resources Department.

- 21.07 The Company will continue with the existing Travel Accident policy that provides insurance for all employees up to an amount of \$100,000 while traveling on Company business.

21.08 Benefit Carrier, Contract Changes and Participation

- (a) The Company will provide the Union with a copy of each Benefit Plan contract and any amendments made to such contracts.
- (b) The Company will ensure that employees shall suffer no loss or reduction of coverage as a result of a change in carrier of a Benefit Plan.
- (c) Participation in the plans is a condition of employment for all new regular employees as described above. However, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Company; if an employee subsequently elects to be covered by any of the plans, re-enrolment is subject to a 'life event' as defined by the Company's plan policies and guidelines.

ARTICLE 22 – DURATION OF AGREEMENT


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

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

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

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

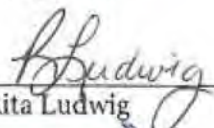
IN WITNESS WHEREOF the Company and the Union have caused their proper Officers and Representatives to affix their hands this 27 day of February, 2017.



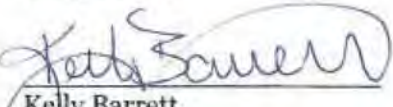
Doug Slater




Cindy A. Lee



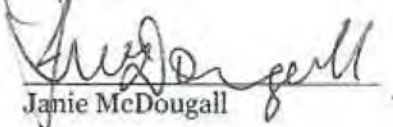
Rita Ludwig



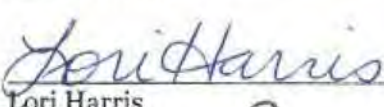
Kelly Barrett



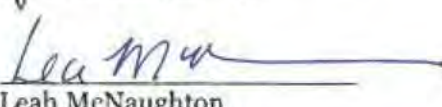
Dawn Mehrer



Janie McDougall



Lori Harris



Leah McNaughton



David Slight

SCHEDULE "A" – JOB CLASSIFICATIONS

Department & Classification	Salary Range
<u>Customer Contact Centres</u>	
Customer Service Administration Clerk	2
Customer Service Representative	3
Customer Service Leader	6
<u>Billing Operations</u>	
Billing Analyst	3
Meter Reading Coordinator	4
Collections Representative	5
Senior Billing Analyst	5
Billing Leader	6
Metering Support Leader	6
Collections Leader	7
Complex Billing Leader	7
Industrial Billing Representative	7
<u>Customer Service Information Systems</u>	
Customer Service Systems Coordinator	8
Customer Service Business System Analyst	10
Contact Centre Support Analyst	11

SCHEDULE "B" – SALARY SCALES

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

- a) The Company will move the CSR classification to Group 3 and re-classify all Senior CSR's to CSR's.
- b) The Company will add a new minimum step to Group 3.
- c) The Company will move CSR's as follows:
 - i. Employees already within the Group 3 range will remain at their same wage rate and their length of service dates will remain unchanged.
 - ii. Employees in the first step of Group 2 will move to the new minimum step of Group 3 and their length of service date will reset.
 - iii. Employees in the final step of Group 2 will move to the next higher step on their next length of service date.
- d) Employees grand-parented under LOU 2 and LOU 10 would receive a change in title only.

SCHEDULE “B” – SALARY SCALES

Effective April 1, 2017

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			2889	3022	3150
2		3022	3150	3294	3435
3	3150	3294	3435	3587	3744
4	3435	3587	3744	3913	4083
5	3744	3913	4083	4265	4448
6	4083	4265	4448	4650	4848
7	4448	4650	4848	5068	5283
8	4848	5068	5283	5461	5633
9	5283	5461	5633	5892	6142
10	5633	5892	6142	6415	6692
11	6142	6415	6692	6985	7276

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1329	1390	1449
2		1390	1449	1515	1580
3	1449	1515	1580	1650	1722
4	1580	1650	1722	1800	1878
5	1722	1800	1878	1962	2046
6	1878	1962	2046	2139	2230
7	2046	2139	2230	2331	2430
8	2230	2331	2430	2512	2591
9	2430	2512	2591	2710	2825
10	2591	2710	2825	2951	3078
11	2825	2951	3078	3213	3347

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Min	Step 1	Step 2	Step 3	Step 4
1			17.72	18.53	19.32
2		18.53	19.32	20.20	21.07
3	19.32	20.20	21.07	22.00	22.96
4	21.07	22.00	22.96	24.00	25.04
5	22.96	24.00	25.04	26.16	27.28
6	25.04	26.16	27.28	28.52	29.73
7	27.28	28.52	29.73	31.08	32.40
8	29.73	31.08	32.40	33.49	34.55
9	32.40	33.49	34.55	36.13	37.67
10	34.55	36.13	37.67	39.35	41.04
11	37.67	39.35	41.04	42.84	44.63

SCHEDULE "B" – SALARY SCALES

Effective April 1, 2018

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			2918	3052	3181
2		3052	3181	3326	3470
3	3181	3326	3470	3624	3781
4	3470	3624	3781	3952	4124
5	3781	3952	4124	4309	4491
6	4124	4309	4491	4696	4896
7	4491	4696	4896	5118	5335
8	4896	5118	5335	5515	5689
9	5335	5515	5689	5950	6202
10	5689	5950	6202	6481	6759
11	6202	6481	6759	7055	7348

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1342	1404	1463
2		1404	1463	1530	1596
3	1463	1530	1596	1667	1739
4	1596	1667	1739	1818	1897
5	1739	1818	1897	1982	2066
6	1897	1982	2066	2160	2252
7	2066	2160	2252	2354	2454
8	2252	2354	2454	2537	2617
9	2454	2537	2617	2737	2853
10	2617	2737	2853	2981	3109
11	2853	2981	3109	3245	3380

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Min	Step 1	Step 2	Step 3	Step 4
1			17.89	18.72	19.51
2		18.72	19.51	20.40	21.28
3	19.51	20.40	21.28	22.23	23.19
4	21.28	22.23	23.19	24.24	25.29
5	23.19	24.24	25.29	26.43	27.55
6	25.29	26.43	27.55	28.80	30.03
7	27.55	28.80	30.03	31.39	32.72
8	30.03	31.39	32.72	33.83	34.89
9	32.72	33.83	34.89	36.49	38.04
10	34.89	36.49	38.04	39.75	41.45
11	38.04	39.75	41.45	43.27	45.07

SCHEDULE "B" – SALARY SCALES

Effective April 1, 2019

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			2954	3091	3220
2		3091	3220	3368	3513
3	3220	3368	3513	3670	3828
4	3513	3670	3828	4002	4176
5	3828	4002	4176	4363	4548
6	4176	4363	4548	4755	4957
7	4548	4755	4957	5181	5402
8	4957	5181	5402	5585	5761
9	5402	5585	5761	6024	6281
10	5761	6024	6281	6561	6844
11	6281	6561	6844	7144	7439

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1359	1422	1481
2		1422	1481	1549	1616
3	1481	1549	1616	1688	1761
4	1616	1688	1761	1841	1921
5	1761	1841	1921	2007	2092
6	1921	2007	2092	2187	2280
7	2092	2187	2280	2383	2485
8	2280	2383	2485	2569	2650
9	2485	2569	2650	2771	2889
10	2650	2771	2889	3018	3148
11	2889	3018	3148	3286	3422

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Min	Step 1	Step 2	Step 3	Step 4
1			18.12	18.96	19.75
2		18.96	19.75	20.65	21.55
3	19.75	20.65	21.55	22.51	23.48
4	21.55	22.51	23.48	24.55	25.61
5	23.48	24.55	25.61	26.76	27.89
6	25.61	26.76	27.89	29.16	30.40
7	27.89	29.16	30.40	31.77	33.13
8	30.40	31.77	33.13	34.25	35.33
9	33.13	34.25	35.33	36.95	38.52
10	35.33	36.95	38.52	40.24	41.97
11	38.52	40.24	41.97	43.81	45.63

SCHEDULE "B" – SALARY SCALES

Effective April 1, 2020

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			2998	3137	3268
2		3137	3268	3418	3565
3	3268	3418	3565	3724	3885
4	3565	3724	3885	4063	4239
5	3885	4063	4239	4428	4615
6	4239	4428	4615	4826	5031
7	4615	4826	5031	5259	5483
8	5031	5259	5483	5670	5848
9	5483	5670	5848	6115	6374
10	5848	6115	6374	6659	6946
11	6374	6659	6946	7250	7550

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1379	1443	1503
2		1443	1503	1572	1640
3	1503	1572	1640	1713	1787
4	1640	1713	1787	1869	1950
5	1787	1869	1950	2037	2123
6	1950	2037	2123	2220	2314
7	2123	2220	2314	2419	2522
8	2314	2419	2522	2608	2690
9	2522	2608	2690	2813	2932
10	2690	2813	2932	3063	3195
11	2932	3063	3195	3335	3473

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Min	Step 1	Step 2	Step 3	Step 4
1			18.39	19.24	20.04
2		19.24	20.04	20.96	21.87
3	20.04	20.96	21.87	22.84	23.83
4	21.87	22.84	23.83	24.92	26.00
5	23.83	24.92	26.00	27.16	28.31
6	26.00	27.16	28.31	29.60	30.85
7	28.31	29.60	30.85	32.25	33.63
8	30.85	32.25	33.63	34.77	35.87
9	33.63	34.77	35.87	37.51	39.09
10	35.87	37.51	39.09	40.84	42.60
11	39.09	40.84	42.60	44.47	46.31

SCHEDULE "B" – SALARY SCALES

Effective April 1, 2021

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			3044	3185	3318
2		3185	3318	3470	3620
3	3318	3470	3620	3781	3944
4	3620	3781	3944	4124	4302
5	3944	4124	4302	4496	4685
6	4302	4496	4685	4898	5107
7	4685	4898	5107	5337	5565
8	5107	5337	5565	5755	5935
9	5565	5755	5935	6207	6470
10	5935	6207	6470	6759	7050
11	6470	6759	7050	7359	7663

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1400	1465	1526
2		1465	1526	1596	1665
3	1526	1596	1665	1739	1814
4	1665	1739	1814	1897	1979
5	1814	1897	1979	2068	2155
6	1979	2068	2155	2253	2349
7	2155	2253	2349	2455	2560
8	2349	2455	2560	2647	2730
9	2560	2647	2730	2855	2976
10	2730	2855	2976	3109	3243
11	2976	3109	3243	3385	3525

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Min	Step 1	Step 2	Step 3	Step 4
1			18.67	19.53	20.35
2		19.53	20.35	21.28	22.20
3	20.35	21.28	22.20	23.19	24.19
4	22.20	23.19	24.19	25.29	26.39
5	24.19	25.29	26.39	27.57	28.73
6	26.39	27.57	28.73	30.04	31.32
7	28.73	30.04	31.32	32.73	34.13
8	31.32	32.73	34.13	35.29	36.40
9	34.13	35.29	36.40	38.07	39.68
10	36.40	38.07	39.68	41.45	43.24
11	39.68	41.45	43.24	45.13	47.00

Letter of Understanding #2

Between

Canadian Office and Professional Employees' Union, Local 378 ("COPE")

And

FortisBC Inc. ("FBC" or "Electric Division")

And

FortisBC Energy Inc. ("FEI" or "Gas Division")

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

Preamble and Purpose:

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

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

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

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

Definitions:

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

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

list of grand-parented customer services employees who will be transferring to the CSC bargaining unit after the date of ratification. The list shall be provided and shall be included in this LOU as Appendix A.

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

Application:

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

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

Article 4 – Seniority

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

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

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

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

Article 6 – Posting of Job Vacancies

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

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

Article 7 – Layoff & Recall

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

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

Article 10 – Paid Sick Leave Allowance

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

SICK LEAVE AND LONG TERM DISABILITY

Basic Sick Leave Plan

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

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

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

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

Long Term Disability

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

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

Benefit Period:

Service with the Company	Length of Benefit Period
3 Months but less than 1 year	2 years
1 year but less than 3 years	4 years

3 years but less than 4 years	6 years
4 years but less than 5 year	8 years
5 years or more	Until normal retirement

General

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

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

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

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

For purposes of the above, the following definitions apply:

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

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

Article 11 – Health & Safety

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

First Aid Premiums

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

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

Designated and Relief First Aid Attendants will be granted a paid leave of absence for this training and, as well, the Company will prepay full course

costs including examination fees for both the initial certification and subsequent renewals.

Article 13 – Statutory Holidays

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

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

Article 14 – Vacations

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

Years of Service	Vacation Entitlement	Vacation Pay
1 through 6 years	3 weeks	6%
7 through 16 years	4 weeks	8%
17 through 24 years	5 weeks	10%
25 through 29 years	6 weeks	12%
30 or more	7 weeks	14%

Special Vacations

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

Eligibility

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

Conditions Governing Special Vacations

- (a) They shall be taken at times which are suitable to both the Company and the employee.
- (b) The allocation of Annual Vacations shall have priority over the allocation of Special Vacations.
- (c) In determining the length of a Special Vacation, a week shall mean a normal work week. Where a Statutory Holiday falls within a week taken as Special Vacation, the employee shall receive an additional day off with pay.

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

Article 15 – Hours of Work

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

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

Administration of "E" Days

- (a) Entitlement to Equalization ("E") Days is restricted to
 - (i) Regular Full-time grand-parented employees, and
 - (ii) Regular Part-time grand-parented employees where the part-time work schedule is based on five days per work week with a minimum schedule of 20 hours per work week.
- (b) (i) Regular Full-time grand-parented employees will bank time for "E" Days by banking 1/2 hour for each eight hour day worked to average a 37 1/2 hour work week.

- (ii) For Regular Part-Time grand-parented employees, fifteen minutes of each day worked will be placed in the grand-parented employee's "E" day bank.
- (c) "E" days shall be scheduled by mutual agreement between the grand-parented customer services employee and the manager. Where scheduling conflicts occur with departmental requirements or in single person district operations, other scheduling agreeable to the affected grand-parented customer services employee shall occur.
- (d) Any time banked for "E" days that is not taken or scheduled to be taken by December 31st of each year will be paid out by the second pay period of the following year.
- (e) It may be necessary for an employee to be assigned to relieve a grand-parented customer services employee absent on an "E" day or "E" days.

Article 16 – Overtime

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

- (a) At the grand-parented customer services employee's request, the Company shall withhold from the proceeds of the grand-parented employee's pay, the overtime earnings. At a time mutually convenient to the grand-parented employee and the Company, the grand-parented employee may take time off with pay, to the extent his accumulated overtime permits.
- (b) Banked overtime in excess of 80 hours will be paid out on the first pay in April and the first pay in November at the grand-parented customer services employee's current rate.
- (c) Grand-parented customer services employees requesting overtime payout may do so at any time, but, must direct this request in writing to the pay office. The amount specified to be paid out shall be forwarded on the following payday.
- (d) Effective the 1st of the month following the date of ratification of this LOU, grand-parented customer services employees will no longer have the option of placing this accumulated overtime into a pre-retirement account. For those employees who have overtime accumulation in this account, overtime accumulation from this account will be used immediately prior to entering pension status at FortisBC. Other access to this account will be limited to those employees who sever their employment relationship with the Company, or wish to utilize a one time per year lump sum contribution to RRSP accounts. Any other special consideration must be approved by Human Resources.

Article 17 – Headquarters – Travel Allowance & Living Expenses

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

Moving Entitlements

1. **Headquarters**

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

2. **Moving Expenses**

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

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

- (i) The grand-parented customer services employee must be moving from, and to, a full-time regular position; and
- (ii) The grand-parented customer services employee must actually incur a change in residence; and
- (iii) The new headquarters must be further from the original residence than was the previous headquarters; and
- (iv) The new headquarters must be more than 20 road miles away from the original residence; and
- (v) The new residence must be closer to the new headquarters than is the old residence to the new headquarters; and
- (vi) The grand-parented customer services employee must initiate his move to the new residence within three months of moving to his new headquarters; and
- (vii) The grand-parented customer services employee must submit his claim for all moving expenses, including supporting documentation, within 12 months of moving to his new headquarters, unless a longer period is agreed to in writing by the Manager, Labour Relations.

- 2.1 Full moving expenses will be paid in accordance with paragraph 3, where the change in headquarters within FortisBC results from:
- (i) The location of the grand-parented customer services employee's headquarters being changed by the Company, except as limited by paragraph 2.3.
 - (ii) A move as a result of the grand-parented customer services employee being displaced under Article 7- Layoff and Recall.
 - (iii) A move as a result of the grand-parented employee receiving a promotion. Such payment is limited to a maximum of one move every five years.
- 2.2 Limited moving expenses will be paid in accordance with paragraph 8(b) where the change in headquarters results from a move as a result of the grand-parented customer services employee voluntarily transferring to a job of equal or lower salary level. Unless otherwise agreed by the Company, grand-parented customer services employees in such instances will not receive any moving expenses if they have less than five years continuous service or if they have received a move paid by the Company in the preceding five years. Limited moving expenses will also be paid where, as a result of layoff or bumping, an grand-parented employee changes headquarters.
- 2.3 A grand-parented customer services employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
- 2.4 The grand-parented customer services employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Company for all moving expenses received in those instances where the grand-parented customer services employee voluntarily leaves the employment of the Company within one year of the date of the move.

3. Full moving expenses

- 3.1 Full moving expenses are defined as follows:
- a) Moving
 - (i) Costs of:
 - packing and unpacking of household furniture and equipment;
 - mover's charge;
 - insurance against damage to household effects in transit;
 - storage of household furniture and equipment which is being moved to the grand-parented employee's new residence for up to one month, or for such longer

period as may be approved by the Manager, Labour Relations.

- (ii) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding \$400.00 for incidental expenses. These incidental expenses include cost of cleaning existing residence, disconnecting and reconnecting appliances, altering rugs or drapes, and utility hookups, etc.
- (iii) The employer will be responsible for:
 - making arrangements for the move, for securing at least two competitive bids, for the selection of a reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources.
 - placing of the insurance on his household effects in transit.
 - obtaining reimbursement from carriers for any damage to effects in transit.

b) Travelling and Living Expenses
The Company will pay all reasonable charges for:

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

3.2 Limited expenses are defined as follows:

- a) Moving
 - (i) Costs of:
 - packing and unpacking of household furniture and equipment;
 - mover's charge;
 - insurance against damage to household effects in transit;
 - (ii) The employer will be responsible for:
 - making arrangements for the move, for securing at least two competitive bids, for the selection of a - reputable carrier, and prior to signing the contract, submitting the quotation for approval to the Manager, Human Resources.

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

b) Travelling and Living Expenses

The Company will pay all reasonable charges for:

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

Article 18 – Salary Administration

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

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

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

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

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

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

**Effective April 1, 2017
Monthly Salary Scales**

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	3,776	4,091	4,405	4,718	-
7	4,065	4,320	4,572	4,826	5,076
8	4,348	4,620	4,894	5,163	5,437

Bi Weekly Salary Scales

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	1,737	1,882	2,026	2,170	-
7	1,870	1,987	2,103	2,220	2,335
8	2,000	2,125	2,251	2,375	2,501

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	23.16	25.09	27.01	28.93	-
7	24.93	26.49	28.04	29.60	31.13
8	26.67	28.33	30.01	31.67	33.35

**Effective April 1, 2018
Monthly Salary Scales**

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	3,813	4,133	4,448	4,765	-
7	4,107	4,363	4,618	4,874	5,126
8	4,391	4,665	4,944	5,215	5,492

Bi Weekly Salary Scales

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	1,754	1,901	2,046	2,192	-
7	1,889	2,007	2,124	2,242	2,358
8	2,020	2,146	2,274	2,399	2,526

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	23.39	25.35	27.28	29.23	-
7	25.19	26.76	28.32	29.89	31.44
8	26.93	28.61	30.32	31.99	33.68

**Effective April 1, 2019
Monthly Salary Scales**

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	3,861	4,185	4,505	4,824	-
7	4,159	4,418	4,676	4,935	5,189
8	4,446	4,724	5,005	5,281	5,561

Bi Weekly Salary Scales

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	1,776	1,925	2,072	2,219	-
7	1,913	2,032	2,151	2,270	2,387
8	2,045	2,173	2,302	2,429	2,558

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	23.68	25.67	27.63	29.59	-
7	25.51	27.09	28.68	30.27	31.83
8	27.27	28.97	30.69	32.39	34.11

**Effective April 1, 2020
Monthly Salary Scales**

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	3,920	4,248	4,572	4,896	-
7	4,222	4,483	4,746	5,009	5,268
8	4,513	4,796	5,081	5,359	5,644

Bi Weekly Salary Scales

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	1,803	1,954	2,103	2,252	-
7	1,942	2,062	2,183	2,304	2,423
8	2,076	2,206	2,337	2,465	2,596

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	24.04	26.05	28.04	30.03	-
7	25.89	27.49	29.11	30.72	32.31
8	27.68	29.41	31.16	32.87	34.61

**Effective April 1, 2021
Monthly Salary Scales**

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	3,978	4,311	4,641	4,970	-
7	4,285	4,550	4,818	5,085	5,346
8	4,581	4,868	5,157	5,439	5,728

Bi Weekly Salary Scales

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	1,830	1,983	2,135	2,286	-
7	1,971	2,093	2,216	2,339	2,459
8	2,107	2,239	2,372	2,502	2,635

Hourly Salary Scales (based on 75 hour bi-weekly)

Group	Entry Level	Six Month	1 Year	2 Year	3 Year
6	24.40	26.44	28.47	30.48	-
7	26.28	27.91	29.55	31.19	32.79
8	28.09	29.85	31.63	33.36	35.13

Article 19 – Employee Definitions

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

Regular Full-Time grand-parented customer services employee

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

Regular Part-Time grand-parented customer services employee

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

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

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

Article 21 – Benefit Plans

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

Retiree Benefits

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

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

Pension Plans

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

Dispute Resolution:

All disputes about the interpretation, application or operation of this LOU will be referred to a single arbitrator for resolution by arbitration in accordance with the provisions of the *Labour Relations Code*. The Parties to the arbitration will appoint a mutually agreeable arbitrator. The costs of arbitration proceedings shall be shared equally between the Parties to the arbitration.

Renewed February 27, 2017

Letter of Understanding #3

Between

FortisBC

(Customer Service Centres)

And

Canadian Office and Professional Employees Union, Local 378

Re: Alternative Dispute Resolution Process

The parties recognize that there are times when an expedited arbitration may be desirable, and therefore, agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 3 of the Collective Agreement.

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
2. The parties will decide in advance of initiating the process whether the outcome will be a binding or non-binding recommendation.
3. Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
4. The offices of COPE 378 or FortisBC will be used for the process on an alternating basis.
5. No legal counsel will be used by either party. The Union will designate and use a union representative. The Employer will use employees of their Labour Relations Department. Legal counsel will not be used during the hearing by either party.
6. The parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
7. The parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
8. Within one week of the hearing, the parties will provide an agreed statement of facts to the arbitrator.
9. Wherever possible the arbitrator will attempt to mediate a settlement between the parties. The arbitrator shall have no authority to amend or alter the terms of the collective agreement.
10. In such case that the arbitrator must write a decision, such decision shall be one to five pages long and to the point.

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

Renewed February 27, 2017

Letter of Understanding #4

Between

FortisBC

(Customer Service Centres)

And

Canadian Office and Professional Employees Union, Local 378

Re: Home Agents or Telecommuting

It is understood that in future the Company may wish to have employees provide customer services from home or provide other telecommuting arrangements.

The parties agree that should the Company decide that the above course meets its business objectives, the parties will meet to discuss any such arrangements in an open and constructive effort to facilitate the use of "Home Agents" or telecommuting.

Renewed February 27, 2017

Letter of Understanding #5

Between

FortisBC

(Customer Service Centres)

And

Canadian Office and Professional Employees Union, Local 378

Re: Continuing Service Levels

The parties agree that excellent, uninterrupted customer services to FortisBC's customers is critical to the success of the Company and its employees.

The Company and the Union agree that in the event of a strike by COPE 378 that in addition to meeting essential services level requirements pursuant to a Labour Relations Board order, 33% of the normal staffing levels will be maintained, with staff continuing to perform the full scope of their job functions and duties at their respective customer service centre locations. Further to the above, and for further clarification, the Parties agree:

- a) That 33% of the normal staffing levels refers to staff members who are additional to those identified in any Appendix to an essential services designation order of the BC Labour Relations Board pursuant to Part 6 of the Labour Relations Code.
- b) That normal staffing levels refers to all current bargaining unit employees who would be present and actively performing their duties of employment at the workplace on a normal day, in the absence of a labour dispute. For example, this excludes employees on unpaid leaves of absence or sick leave, regardless of how the Company has classified these employees in its internal systems.
- c) That 33% of normal staffing levels is determined in relation to each classification at each location. For example, 33% of normal staffing levels at each respective customer service centre location would be maintained, with 33% of normal staffing levels of each classification in the bargaining unit.
- d) That LOU#5 requires that employees working pursuant to LOU#5 shall perform the full scope of their job functions.
- e) The Company will tabulate the average total hours, excluding overtime hours, actually worked per month over the previous two years for all employees at each of the respective customer service centre locations (e.g. [Jan 2014 + Jan 2015]/2 = Jan 2016, etc.).

- f) The Company will multiply this average total hours actually worked by 33% in accordance with LOU #5 (by each classification at each customer service centre location).
- g) The Company will create a work schedule based on 33% of the average total hours actually worked (by each classification at each customer service centre location).
- h) The Union will slot bargaining unit employees into the schedule and will be responsible to ensure shifts are filled.

Renewed February 27, 2017

Letter of Understanding #6

**Between
FortisBC
(Customer Service Centres)**

**And
Canadian Office and Professional Employees Union, Local 378**

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

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

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

The Parties agree as follows:

1. Modified Work Week Schedule:

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

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

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

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

2. Overtime Rates

All hours worked in excess of the regularly scheduled shifts noted above (i.e. 9.5 or 10 hours per day) will be paid at the rate of double time (200%), except that

as per Article 16.01, a CSL or CSR who works longer than these shifts in order to complete a customer call shall be paid at straight-time rates until such a call is completed.

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

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

3. Lunch Breaks & Rest Breaks

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

4. Time Off

a) Entitlements

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

i. Annual Vacation

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

ii. Statutory Holidays

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

iii. Sick Leave

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

iv. Other Time Off

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

b) Other

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

5. Shift Premium

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

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

Renewed February 27, 2017

Letter of Understanding #7

Between

FortisBC

(Customer Service Centres)

And

Canadian Office and Professional Employees Union, Local 378

Re: Employment of Students

General Terms

1. All students will be required to become and remain COPE members for the duration of their work term.
2. COPE will be advised of the student's name, position and department prior to placement.
3. All student positions shall not be subject to the job posting procedures in the collective agreement.
4. Employees hired as students will not accrue seniority and will not be entitled to apply for regular or temporary COPE-affiliated bulletined positions.
5. Students shall not be entitled to sick leave, long term disability or any of the benefit plans outlined in this collective agreement except where expressly stated in this LOU.
6. The terms described in this Letter of Understanding shall apply for the term of the Collective Agreement unless modified by mutual agreement of the Parties.
7. Either Party retains the right to discontinue participation in this LOU with four (4) months notice to the other.

Co-op Students

1. A co-op student is a student who is enrolled as an undergraduate in a co-op program at a recognized Technical School, College or University at all times during the period of employment.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/COPE CSC Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Employer to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement. Co-op Students shall not be employed to backfill for:

- a. leave of absence replacements;
 - b. special projects which disallows training or employment opportunity to bargaining unit employees;
 - c. emergent considerations.
3. FortisBC will ensure that any co-op student employed under this Letter of Understanding will have an employment period of four (4) continuous months. The employer may request from the Union an extension of the four months with regards to an educational institution program requiring such extension. The Union will not unreasonably deny such request. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
 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. No more than four (6) co-op students would be hired in any four (4) month period without mutual agreement.
 6. 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) months period shall be entitled to an additional 6% in lieu of welfare benefits.
 7. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

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

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

General Students (Non Co-op Students)

1. It is the intent of the Parties that hiring of students will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/COPE CSC Collective Agreement. The employment of Students shall not be utilized by the

Employer to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement.

2. Students employed between semesters of the educational institution to which they have been admitted or are attending shall be employed for duration not to exceed four (4) months after which time they shall be terminated. During this period students may be assigned, transferred, demoted or terminated as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted.
3. In the case of a general reduction or layoff of bargaining unit employees 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.
4. Salary levels for students will be the minimum of the Job classification to which they are assigned.
5. Students will be entitled to 4% in lieu of vacations and 4.8% in lieu of statutory holidays.

Renewed February 7, 2017

Letter of Understanding #8

Between

**FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)**

And

Canadian Office and Professional Employees Union

RE: Emerging Workplace Issues

In accordance with its Respect in the Workplace Policy, the Company is committed to providing a work environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee. The Parties also recognize the importance of employee wellness and discussed a number of emerging social topics.

To that end, the Parties agree as follows:

1. The Company agrees to refresh and re-deploy its training program related to the handling of emotional calls following collective bargaining.
2. The Company and the Union agree to discuss and explore the following topics and their relation to the workplace at their labour management meetings:
 - a) Emotional call handling
 - b) Domestic violence
 - c) Gender expression and identity

Signed on February 9th, 2017

Letter of Understanding #9

Between

**FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)**

And

Canadian Office and Professional Employees Union

RE: Rescheduling Due to Unscheduled Absences

To address the issue with respect to the re-scheduling of employees when an unanticipated absence occurs that is longer than a two (2) week period, the Parties hereby agree to the following process:

1. For the purposes of staffing, an unscheduled absence will be recognized as:
 - a) when it is known that an employee will not return within two (2) weeks; or,
 - b) when an employee will be absent for more than a two (2) week period and their return is indefinite.
2. Once an employee is off on an unscheduled absence as described above, the Company will determine if the absence needs to be backfilled. Backfilling will occur according to the following process:
 - a) The Company will;
 - i. Ask existing part-time employees within the classification, at the same location, within the same work group and within a surplus shift to fill the shift as a result of the original absence on a voluntary basis. Preference will be given to those employees with shifts that align with the shift as a result of the original absence. Where more than one employee expresses interest with aligning shifts, seniority shall prevail.
 - ii. Assign an existing unscheduled regular part time or temporary employee to fill the shift according to the Collective Agreement.
 - iii. If, under the above, the shift is not filled, the Company will ask existing full time employees within the classification, at the same location, within the same work group and within a surplus shift to fill the shift as a result of the original absence on a voluntary basis. Where more than one employee expresses interest, seniority shall prevail.

- iv. If, under the above, the shift is not filled, the Company may cancel a surplus shift and place the least senior employee from the cancelled surplus shift into the shift as a result of the original absence.
 - v. The incumbent of the cancelled shift will be provided with two (2) weeks' notice and then will be moved to the shift as a result of the original absence until the next shift bid.
3. If the absent employee returns within the current shift bid, both employees will be placed back into their shifts (as originally bid) at the start of the next two (2) week block, once the two (2) weeks' notification period has expired.
 4. If the absent employee returns after the current shift bid from which they left, then the Company will place the employee in a shift determined by the Company until the next shift bid.
 5. Notwithstanding this agreement, the Company maintains the right to fill any vacancies through the posting procedure.

Signed January 23, 2017

Letter of Understanding #10

Between

FortisBC

(Customer Service Centres)

And

Canadian Office and Professional Employees Union

RE: Transition of Work - Construction Service Centre

The Parties hereby agree to the following transition of CCR's to the CSC Bargaining Unit on the following terms to be implemented after the layoff and bumping options selection has concluded:

1. The scope of work performed by the Construction Customer Representatives and Construction Customer Representative Workleader (the "CCR's") will move to the COPE Customer Service Centre (CSC) Collective Agreement and Bargaining Unit.
2. The regular employees holding a permanent CCR or CCR Workleader position will move to the (CSC) Collective Agreement and Headquarters in Burnaby (Willingdon Park).
3. Those regular CCR's that move to the CSC Agreement, bargaining unit and headquarters (the "grand-parented CCR's") will be covered under the CSC Collective Agreement under the following terms and conditions:
 - a) The grand-parented CCR's shall have their seniority dovetailed with that of the CSC bargaining unit.
 - b) The Parties agree that the scope of work of the CCR is at a level equivalent to a Senior Customer Service Representative. As such, grand-parented CCR's shall be classified as Senior Customer Service Representatives in the CSC Bargaining Unit and will perform all of the duties associated with this position.
 - c) The Parties agree that the scope of work of the CCR Workleader is at a level equivalent to a Customer Service Lead. As such, the grand-parented CCR Workleader shall be classified as a Customer Service Lead in the CSC Bargaining Unit and will perform all of the duties associated with this position.

- d) The grand-parented CCR's will remain under the terms and conditions of the FortisBC Energy Inc. (Gas) – COPE 378 Collective Agreement only as they relate to the following:
- i. rate of pay (i.e. wage rate),
 - ii. health and welfare benefits,
 - iii. pension plans, and
 - iv. annual vacation entitlements.
- e) It is understood that the grand-parented CCR's will receive the 1.5% wage increase due on April 1, 2016; then the wage rate of grand-parented CCR's will become red circled upon entering a position within the CSC Bargaining Unit.
- f) Grand-parented CCR's shall maintain their right to exercise their seniority for bidding purposes for any FBC Energy Inc. (Gas) regular positions under the COPE Gas Collective Agreement.
- g) Except by mutual agreement, the Company shall maintain the grand-parented CCR's core hours of 06:30 to 17:30, Monday to Friday.

Signed January 30, 2017

Letter of Understanding #11

Between

**FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)**

And

Canadian Office and Professional Employees Union

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

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

1. Regular employees with > 1 year's service as of July 1:
 - a) Divide the employee's regular hours for the 12 month period preceding July 1st by 1958 hours to determine their full-time equivalent (FTE).
 - b) The FTE figure will then be multiplied by the full-time sick leave entitlement according to Art.10.02 (a) to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
2. Regular employees with >3 months' and < 1 year's service as of July 1:
 - a) Divide the employee's regular hours from their date of hire to June 30th by the corresponding full-time hours in that period to determine their FTE.
 - b) The FTE figure will then be multiplied by the full-time sick leave entitlement according to Art.10.02 (a) to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
3. Regular employees with <3 months' service as of July 1:
 - a) Employees with less than 3 months' service are not eligible for paid sick leave per Art. 10.01 of the Collective Agreement.
 - b) Employees who become eligible for paid sick leave on or after July 1, but who do not have 3 months' service on July 1 will be assigned the budgeted figure of 0.6 FTE.

c) The FTE figure (0.6) will then be multiplied by the full-time sick leave entitlement according to Art.10.02 (a) to determine the part-time entitlement.

d) Paid overtime is not included in regular hours.

4. Transfers:

a) Regular employees who permanently transfer from full-time to part-time status during the plan year will not have their sick leave entitlement adjusted until the following July 1st.

b) Regular employees who permanently transfer from part-time to full-time status during the plan year will have their sick leave entitlement adjusted to the equivalent of 1.0 FTE upon transfer.

c) Sick leave and health leave bank hours already taken will be deducted from the entitlement.

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

Signed January 30, 2017

Letter of Understanding #12

Between

**FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)**

And

Canadian Office and Professional Employees Union

RE: Vacation Scheduling

During collective bargaining, the Parties discussed vacation scheduling. In an effort to improve the vacation scheduling process so that it creates balance for employees and the operations of the Contact Centres, the Parties agree as follows:

1. Vacation Scheduling Process

- a) The annual vacation bidding process will be bid by employees in no more than four rounds. Employees shall submit their preferences to the Company which shall be assigned in order of seniority and available preference. Employees shall submit their preferences in advance of each round. The Company will publish the vacation bid results following each round.
- b) Employees shall bid in consecutive blocks of days of at least one week in the first two rounds. Employees shall select in consecutive days of at least one day for the third round. All remaining vacation days will be bid and assigned in the fourth round.
- c) A "week" is defined as 7 consecutive days for the purposes of this LOU.

2. Ad-Hoc Vacation Requests

The Parties agree that employees should make every effort to schedule vacation through the vacation scheduling process above. However, it is recognized that circumstances arise where an employee may seek to alter their vacation schedule. As such, the Company will continue its practice of offering ad-hoc vacation. Where the Company determines operational conditions allow, ad-hoc vacation requests will be considered for approval in order of seniority for employees who make a request.

3. Vacation Selection Committee

The Parties will each select three members to participate in the Vacation Selection Committee. The Committee will survey employees and review and discuss their feedback. The Committee may propose improvements to the vacation selection process outlined above during the term of this agreement.

4. Termination

Upon mutual agreement, the Parties may terminate this agreement and revert to the language in Article 14.

Signed January 31, 2017

Letter of Understanding #13

Between

**FortisBC Energy Inc. and FortisBC Inc.
(Customer Service Centres)**

And

Canadian Office and Professional Employees Union

RE: Job Evaluation

During the term of the last collective agreement, the Parties reviewed and updated all job descriptions pursuant to LOU 9. As a result, and pursuant to Article 2.02, the Collections Representative and Senior Billing Analyst roles will be moved to Job Group 5 as follows:

1. Employees whose wage rates are already within the Group 5 range will remain at their same wage rate until their next length of service anniversary dates.
2. Employees whose wage rates are already at the final step of Group 4 shall move to the next step of Group 5 upon their next length of service anniversary dates.

Signed January 30, 2017

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