

Agreement

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



and

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

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

April 1, 2022 - March 31, 2027
Ratified June 9, 2023

TABLE OF CONTENTS

Contents

ARTICLE 1 - RECOGNITION OF THE UNION	1
ARTICLE 2 - JOB CLASSIFICATIONS.....	5
ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION	6
ARTICLE 4 - SENIORITY.....	12
ARTICLE 5 - EMPLOYMENT AND TERMINATION	13
ARTICLE 6 - POSTING OF JOB VACANCIES	16
ARTICLE 7 - LAYOFF AND RECALL.....	20
ARTICLE 8 – HEALTH LEAVE DELETED IN 2023.....	24
ARTICLE 9 - LEAVES OF ABSENCE	25
ARTICLE 10 - PAID SICK LEAVE ALLOWANCES.....	30
ARTICLE 11 – HEALTH & SAFETY	34
ARTICLE 12 - RESPECTFUL WORKPLACE.....	36
ARTICLE 13 - STATUTORY HOLIDAYS.....	39
ARTICLE 14 - VACATIONS	40
ARTICLE 15 - HOURS OF WORK.....	44
ARTICLE 16 - OVERTIME.....	47
ARTICLE 17 - HEADQUARTERS - TRAVELLING ALLOWANCE AND LIVING EXPENSES....	50
ARTICLE 18 – SALARY ADMINISTRATION	51
ARTICLE 19 - EMPLOYEE DEFINITIONS.....	57
ARTICLE 20 – TRAINING & DEVELOPMENT.....	59
ARTICLE 21 - BENEFIT PLANS.....	60
ARTICLE 22 – DURATION OF AGREEMENT	64
SCHEDULE “A” – JOB CLASSIFICATIONS	65
SCHEDULE “B” – SALARY SCALES.....	66
Letter of Understanding #2	70
Re: Respecting the amalgamation of certain employees from FBC into the FEI - Customer Service Centres (“CSC”) collective agreement and bargaining unit structure.....	70
Letter of Understanding #4	82
Re: Alternate Work Location Framework LOU #4 – Home Agents or Telecommuting.....	82
Letter of Understanding #5	84
Re: Continuing Service Levels	84
Letter of Understanding #6	86
Re: Modified Work Weeks for Customer Service Employees Supporting the Emergency Team	86
Letter of Understanding #7	88

Re: Employment of Students	88
Letter of Understanding #9	92
Re: Rescheduling Due to Unscheduled Absences.....	92
Letter of Understanding #11	94
Re: Calculation of Sick Leave Entitlement for Part-time Employees.....	94
Letter of Understanding #12.....	96
Re: Vacation Scheduling.....	96
Letter of Understanding #14.....	98
Re: LOU #14 Re: Shift Flexibility	98
Letter of Understanding #15.....	100
Re: Introduction of Employer's Health Tax (EHT) and BC Medical Services Plan (MSP) ..	100

THIS AGREEMENT made

Between:

FORTISBC ENERGY Inc. and FORTISBC Inc.

(collectively "FortisBC" or the "Company")

and

**MoveUP (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 fifteen (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 Manager's approval. The approval for Stewards to conduct Union duties on Company time shall not be unreasonably withheld and is subject to business needs. These duties and responsibilities shall include, but are not limited to the following activities;

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

*Note:

1. Where an employee requires the support of a Steward, they normally will receive the support of a Steward based out of the same headquarter location.

ARTICLE 1 - RECOGNITION OF THE UNION

2. Occasionally, for issues that are significantly private to an employee, an employee may receive the support from a Steward that is not based at the employee's location. In such cases, the Steward will support via video or telephone.

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.
- (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 seventeen and eight tenths' percent (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 one (1) day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two.

1.06 Bulletin Boards and Communications

- (a) Bulletin boards shall be made available to the Union for the purpose of posting Union notices relating to meetings and general Union activities. With the exception of routine notices of MoveUP meetings, MoveUP elections, job bulletins to fill vacancies in the MoveUP office and notices of appointment, all notices shall be submitted to the Company for approval before being posted, subject to that approval not being unreasonably denied.
- (b) The Company shall provide each employee with a copy of the Collective Agreement within ninety (90) calendar days of a revised Agreement being ratified and signed by both Parties. In addition, the Company will allow up to one-half (1/2) hour of paid time at the Company's employee

ARTICLE 1 - RECOGNITION OF THE UNION

orientation sessions for a Job Steward to meet with new employees for the purpose of informing them of their rights and obligations as Union members. Where the onboarding and training session is greater than twelve (12) employees, the Job Steward will be provided with one (1) hour to meet with the employees. New employees shall be provided with a copy of the Collective Agreement prior to the Job Steward session.

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

1.09 Bargaining Unit Work

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

1.10 Excluded Assistant

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

1.11 Joint Consultation Committee

- (a) A consultation committee shall be established in accordance with Section 53 of the BC Labour Relations Code.
- (b) At the request of either Party, 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.

ARTICLE 1 - RECOGNITION OF THE UNION

1.12 Indemnity

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

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

1.13 Company Communication Equipment

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

1.14 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/maternity leave or long term disability in the previous month.

1.15 Except in cases involving an employee's failure to attend to a real and emergent threat to the safety of any person or property and/or to comply with the terms of LOU 5 and any Labour Relations Board Essential Services Order, the Company shall not discipline or discharge an employee for refusing to cross or work behind a lawful picket line.

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

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 thirty (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 Manager, not later than fifteen (15) working days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee’s concern with the potential of reaching a resolution to the matter. The employee may choose to have their Job Steward present during such discussion.

Unless otherwise agreed to, the Manager will respond to the employee’s concern within ten (10) working days. If a Job Steward was present for the informal discussion, they will also be provided a response within ten (10) working days.

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 People Department, not later than fifteen (15) 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 People Department within ten (10) 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 People Department, within fifteen (15) working days of receipt of the decision at Step 1.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

- (b) Within ten (10) 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 (10) working days of the discussion.

3.05 Step 3

- (a) If the Parties are unable to resolve the dispute the Union may refer the matter to Step 3 within fifteen (15) working days of the Step 2 response, by writing the appropriate Director and the Manager, Labour Relations (or delegates).
- (b) Within fifteen (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 (10) 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 thirty (30) working days of receipt of the written reply at Step 3, the Union may refer the grievance to arbitration as set out in Article 3.06, or to Alternate Dispute Resolution as set out in Article 3.14

3.06 Arbitration

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

At the time that either Party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other Party of the names of potential arbitrators. The other Party shall not be obligated to agree to one of the names put forward. Nevertheless, the Union and the Company shall, within five (5) 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.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

- (c) The arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- (d) Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

3.07 Time Limits and Processing

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

3.08 Policy Grievances

- (a) Should either the Union or the Company consider that an action or contemplated action is, or will become, a difference or dispute between the Parties concerning the application, interpretation, operation, or any alleged violation of this Agreement; or any questions as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:
- (b) The Union shall refer the grievance in writing to the Manager, Labour Relations. The Company shall refer the grievance in writing to the Union President, or Union Vice President of Utilities. Within fifteen (15) working days of the referral, the Party in receipt of the grievance will arrange to hear the grievance and render a written decision within ten (10) working days of the meeting.
- (c) If the grievance remains unresolved it may be submitted to a third Party pursuant to Articles 3.06 Arbitration, or 3.14 Alternate Dispute Resolution.

3.09 Suspension and Termination Grievances

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

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

3.10 Job Selection Grievances

Grievances concerning job selection shall be initiated by the employee or Job Steward/Union Representative within fifteen (15) working days of announcing

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

the successful candidate for the position. A selection grievance will commence at Step 1.

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

The grievor shall be allowed the necessary time off with pay to attend investigative/grievance meetings with the Company, including their arbitration or Alternate Dispute Resolution hearing, to a maximum of seven and one half (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 (in-person, videoconference, or teleconference) 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 (in-person, videoconference, or teleconference) at all disciplinary meetings.

3.13 Grievances Held in Abeyance

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

3.14 Alternate Dispute Resolution (ADR)

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

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

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

- (e) No legal counsel will be used by either Party. The Union will designate and use a Union Representative. The Company will use employees of their People Department.
- (f) The Parties will create a schedule for the process in advance, based on a mutual assessment of the length of time needed to present each case.
- (g) The Parties and the arbitrator will have a brief file management conference call prior to setting the agenda for any hearing dates. This will be to ensure the agenda is kept to a manageable length.
- (h) Within one (1) week of the hearing, the Parties will provide an agreed statement of facts to the arbitrator.
- (i) Wherever possible, the arbitrator will attempt to mediate a settlement between the Parties. The arbitrator shall have no authority to amend or alter the terms of the Collective Agreement.
- (j) In such case that the arbitrator must write a decision, such decision shall be one to five pages long and to the point.
- (k) Any decisions arising from this process shall be without precedent or prejudice to any position either Party may take in the future with regard to same or similar matters. The arbitrator will remain seized with respect to implementation, interpretation, and application of the decision.
- l) Procedure Guidelines
 - i. The Opening Statement: This should basically set out the case from each Party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
 - ii. The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify. There shall be no grievors, managers, witnesses, or supervisors to the greatest extent possible.
 - iii. The Argument: The Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by each Party to ensure that all relevant clauses are put before the arbitrator.

ARTICLE 3 - GRIEVANCE PROCEDURE AND ARBITRATION

- iv. The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with the Parties to explain the framework of the arbitrator's decision, the Parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

- m) The Parties will mutually agree upon the mediator/arbitrator. Each of the Parties reserves the right to require both Parties to jointly terminate the relationship with the mediator/arbitrator. In order to exercise this right, thirty (30) days written notice must be provided to the other Party. Such termination shall be done by a letter addressed to the mediator/arbitrator, and jointly signed by the Parties' representatives. The Parties will attempt to find a suitable replacement as expeditiously as possible.

- n) This Agreement is without prejudice to the Parties' application and interpretation of Article 3.

- o) The Parties will attempt to pre-schedule one-day hearings quarterly.

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 (3) months' service. After completion of three (3) 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 (6) months accrued service accumulated on the basis of time worked, provided at least one (1) day is worked in each calendar month, except that an employee on pregnancy/maternity/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 the Company's intranet.
- 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 (5) 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 (5) 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 (2) 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 nine-hundred seventy-five (975) regular hours worked and the Company may terminate their employment for suitability reasons, except as provided in Article 1.08.
- (b) In consultation with the Union, the Company may elect to extend the probationary period by a further period of up to four-hundred eighty-seven and a half (487.5) regular hours worked by notifying the employee and the Union in writing any time prior to the expiration of the applicable probationary period set out in Article 5.01(a) above. The letter extending the probationary period will outline the reasons for such extended probationary period. A copy will be provided to the employee and the Union.
- (c) 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 be advised in advance of the meeting that they have the right to request the presence of a Job Steward (in-person, videoconference, or teleconference).
- (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) The Company's electronic media (including Internet access and e-mail) must not be used to access deliberately, download, store, copy or transmit any materials that FortisBC deems to be inappropriate, which includes (but is not exclusive to) pornographic, racist or sexist material. The Parties further agree that any such activity is considered just cause for discipline, up to and including termination. 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 (10) working days' notice or one (1) working days' 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 Job 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 (3) 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 Personnel Files

- (a) Employees may review their own personnel files. This may be done by making a written request to the People Department. 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 People Department Business Partner or their designate. It is understood that the file or any of its contents may not be removed from the designated area. Employees shall receive a copy of their employment file if requested.
- (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 (2) 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 5 - EMPLOYMENT AND TERMINATION

5.06 Job Abandonment

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

The Union reserves the right to file a grievance over any resignation processed under this Article.

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 electronic bulletin board and shall close five (5) working days from date of posting, but may be filled on a temporary basis until applications have been processed and a regular appointment is made. The posting will not be removed from the electronic bulletin board until a successful candidate has been notified. Late applicants who have been on annual vacation or sick leave during the posting period of five (5) working days will be considered provided their application is received prior to the successful candidate being notified.
- (b) The Company agrees that the Manager (or their designate) responsible for making the selection to a job vacancy will conduct placement interviews with at least the 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 (10) 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 Company 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 (6) 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 (5) working days, they may choose to register a standing application with the People Department.
- 6.03** (a) Preference in selection for vacant jobs within the bargaining unit shall be given to the most suitable applicant provided the employee meets the Company's minimum requirements of the job. Suitability will be determined by such factors as performance, attendance, ability, competence, skills and qualifications. If these factors are determined to be relatively equal between applicants, then seniority will be the determining factor.

ARTICLE 6 - POSTING OF JOB VACANCIES

- (b) If there are no applicants within the unit who are suitable then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the minimum requirements for the job.
- (c) For all Leader classifications, subject to any performance and/or attendance concerns, job selections shall be made giving equal weight to each of the following six (6) 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 and placed at their former rate of pay, including any applicable general increases outlined in Article 18.03.

6.06 (a) Where an employee has been selected to fill another position, the Manager concerned shall release the employee as expeditiously as possible after being notified of the transfer by the People Department. 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 (4) 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.

Notwithstanding the above, the Parties agree to extend the duration of the temporary posting from a maximum of eighteen (18) months to twenty (20) months. It is understood and agreed that this extension is only for positions that are being bulletined for employees taking pregnancy/maternity/parental leave.

- (b) Temporary assignments shall be bulletined, excluding those where the temporary assignment lasts less than six (6) months (except for pregnancy/maternity/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.

ARTICLE 6 - POSTING OF JOB VACANCIES

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 twenty-four (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.

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

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

ARTICLE 7 - LAYOFF AND RECALL

- 7.01** (a) The Company will provide the Union with no less than sixty (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 thirteen (13) weeks. Notice will be one (1) week per year of service with a minimum notice of four (4) weeks and a maximum notice of eight (8) 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 (5) 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 twelve (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 (6) months. Regular employees with twelve (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 twelve (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 People 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 People 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 (7) days of being notified personally by telephone or within ten (10) 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 (2) 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 twelve (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 (1) 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 DELETED IN 2023

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Bereavement leave of absence of up to five (5) days, three (3) days with pay and two (2) days without pay, shall be granted to an employee upon application in the event of a death of a spouse, child, step-child, parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparents, grandparent-in-law, grandchild, step-grandchild, or adopted child of the employee and for legitimate personal reasons acceptable to the Company. Employees that are eligible for bereavement leave may also be eligible for the Funeral Attendance benefit based on the criteria outlined in Article 9.02.

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. The Company may require the Employee to provide proof of the requirement to attend. Should the employee be compensated for their attendance, they shall report the amount to the Company, and the Company will deduct that amount from the employee's payroll.

- 9.04** (a) Wherever possible, employees shall schedule medical and dental appointments for themselves outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their sick leave allowance or their pay where the period of absence from work is two (2) hours or less. Medical and dental appointments requiring an absence from work beyond two (2) hours will result in the excess over two (2) hours being deducted from their sick leave allowance or from pay (if their sick leave allowance is exhausted). Managers at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.
- (b) The Union agrees that employees should cooperate with their Manager by providing at least one (1) weeks' notice for non-emergent appointments and as much notice as they can for emergent medical and dental appointments; this is to facilitate replacement staff and scheduling of work. Furthermore, the Union will encourage its members to schedule their appointments on scheduled days off, or where it will have the least impact on their work schedule, 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 (3) months without pay upon application to their Manager insofar as the proper operation of the service will permit. All leaves of absence must be approved by the Company. During the leave of absence, the employee will not accrue vacation. The employee may continue benefit coverage but must pay the full premium costs prior to commencing the leave of absence. During an approved leave, an employee may not perform work for another employer or contractor, unless under exceptional circumstances and agreed to by the Company.
- (b) The Company will consider requests for leave in excess of 9.05 (a) in exceptional circumstances.

9.06 Pregnancy/Maternity Leave

- (a) An employee who qualifies for pregnancy/maternity leave shall be entitled to a maximum of seventeen (17) weeks without pay in accordance with the Employment Standards Act of B. C. During the pregnancy/maternity leave of absence, the, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Maternity leave cannot start earlier than thirteen (13) weeks before the expected date of birth, and no later than the actual date of birth.
- (b) Employees requesting both pregnancy/maternity 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 Manager (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 thirty (30) days' notice.
- (e) Any extension of leave beyond the total leave of seventy-eight (78) weeks (pregnancy/maternity and parental together) will be at the sole discretion of the Company. There will be no annual vacation accrual during any such extension period.

ARTICLE 9 - LEAVES OF ABSENCE

9.07 Parental Leave

- (a) To request parental leave only, an employee must notify their Manager in writing no less than thirty (30) days prior to the commencement of the leave. The notice must include the start and end dates. During parental leave, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension (as applicable) will continue in force subject to the employee paying their share, if any, of the costs.
- (b) If this leave is in conjunction with the pregnancy/maternity leave, notice must have been received at the same time the pregnancy/maternity 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/maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy/maternity leave taken unless the Company and employee agree otherwise,
 - ii. for a parent, other than an adopting parent, who does not take pregnancy/maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and
 - iii. for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child 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 Manager (or designate) in writing no less than thirty (30) days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

ARTICLE 9 - LEAVES OF ABSENCE

9.08 Pregnancy/Maternity Leave Disability

- (a) Regular employees who are on pregnancy/maternity leave and who have given birth to a child shall receive a six (6) week EI top-up as follows:
- (b) Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee's last working day prior to commencing pregnancy/maternity leave.
- (c) The top-up shall be to seventy percent (70%) or one hundred percent (100%) of regular earnings (per the employee's entitlements under Article 10.02) and shall commence with the date of birth.
- (d) Regular earnings for purposes of this Article are defined as the employee's base rate earnings for their regular job (not necessarily the job they are in when commencing pregnancy/maternity leave) and do not include any premium payments.
- (e) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the Company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances – in other words, an employee is not entitled to a greater 'sick leave' benefit under this Article than they would be for any other disability.
- (f) The first stage of top-up (currently the one (1) week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- (g) The second stage of the top-up (following the one (1) week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- (h) Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the FortisBC top-up retroactively.
- (i) Should the employee's birth-related disability continue beyond the six-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/maternity leave is considered part of the term of pregnancy/maternity leave specified by Article 9.06.

ARTICLE 9 - LEAVES OF ABSENCE

- (k) Should the employee continue to be disabled as a result of complications from the childbirth at the end of the pregnancy/maternity leave period, the LTD provider's fifteen (15) week waiting period is deemed to run concurrently with the employee's pregnancy/maternity 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 (6) week period immediately following the date of childbirth. Absences immediately following this six (6) week period will not be subject to the normal five-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/maternity leave.

9.09 Gender Transition Leave

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

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

9.10 First Responders Leave

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

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

10.01 Full-time and part-time regular employees become eligible for paid sick leave benefits after accumulating ninety (90) consecutive days of employment with the Company.

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

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

(b) Employees who had less than ninety (90) consecutive days of employment at the previous January 1st, or who were not employed by the Company at the previous January 1st, will have their period of service determined as the period of time from the date their employment with the Company commenced until the date of their disability.

10.03 A plan year is defined as a 12-month period beginning on January 1st, and ending on December 31st.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

- 10.04** For the purposes of this Article "regular earnings" means the daily rate in effect at the date of disability, for the employee's normal job classification, as determined by dividing the employee's normal bi-weekly salary by ten (10).
- 10.05** When the entitlement at full regular earnings has been exhausted, employees will be eligible to receive further paid sick leave benefits of seventy percent (70%) of regular earnings for the balance of a fifteen (15) week period.
- 10.06** Any unused days of paid sick leave allowance cannot be carried over from one plan year to the next. If a disability continues into a new plan year, the employee will remain on their existing claim until the earlier of when they are able to return to work, or they exhaust the fifteen (15) week allowance from the prior year.
- 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 (1/2) of annual full regular earnings allowance may be used for this purpose; but
 - (b) no more than a total of five (5) days may be used for this purpose in any plan year; and
 - (c) use of this provision is limited to a maximum of four (4) separate occurrences per plan year; and
 - (d) no more than two (2) days may be taken for each occurrence.
- 10.08** (a) If an employee has received fifteen (15) weeks of paid sick leave benefits and returns to active duty, the employee will have their entitlement as at the previous January 1st, reinstated after one (1) month's service in the case of a new disability, and after three (3) 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 fifteen (15) week elimination period for Long Term Disability, they shall be paid seventy percent (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.

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

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/maternity 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.
- (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 (2) months of the effective date of the layoff, the paid sick leave benefits will terminate on the effective date of the layoff.

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

10.13 (a) At the request of the Company, employees will provide a medical certificate by a licensed physician or nurse practitioner, substantiating any disability extending beyond three (3) working days. Additionally, employees may be required to provide a Medical Certificate from a licensed physician or nurse practitioner, substantiating any frequent absences, and the Company will inform the Union of such requests. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the Company.

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

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

ARTICLE 10 - PAID SICK LEAVE ALLOWANCES

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.

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

- 10.15** It is understood that the plan may be altered or amended from time to time in order that the plan will continue to meet the standards of the Employment Insurance regulations and thereby qualify the Company for a full premium reduction.

- 10.16** In cases where employees are on compensation and receiving Workers' Compensation Board (WCB) payments, the Company will pay the difference between such payments up to a maximum of eighty-five percent (85%) of the employee's normal thirty seven and a half (37.5) hour weekly straight time wages for the period the employee is paid by the Workers' Compensation Board, but in any event, the percentage of contribution by the Company shall not be greater than that which would give the employee an income, including the Workers' Compensation Board payments that they would have received for a normal thirty seven and a half (37.5) hour straight time wage after the deduction of income tax. This paragraph shall only apply to those employees who have served their probationary period and/or hold a bulletined job. Neither the time off nor the payments shall be charged to sick leave credits.

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 Manager 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 Manager shall, if requested by the employee, make arrangements for an escort to their motor vehicle or public transit or,
 - ii. if the employee is travelling by foot or to an insecure public transit destination, the Manager may, if requested by the employee, have the employee driven home by Company personnel or by taxi, at the Company's expense.
- (b) The Union and the Company agree to meet to discuss any extraordinary circumstances that may affect the safety of regular shift workers whose shift or overtime ends between 2200 and 0500 hours.

ARTICLE 11 – HEALTH & SAFETY

11.06 First Aid Premium

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

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

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

<u>Level</u>	<u>Designated Premium</u>	<u>Non-designated Premium</u>
<u>1</u>	<u>\$0.50 per hour</u>	<u>\$0.15 per hour</u>
<u>2</u>	<u>\$0.80 per hour</u>	<u>\$0.30 per hour</u>

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

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

ARTICLE 12 - RESPECTFUL WORKPLACE

12.01 Respectful Workplace

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

12.02 Definitions

Bullying

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

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

ARTICLE 12 – RESPECTFUL WORKPLACE

- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)
- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions.

Informal Resolution Process

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

Sexual Harassment

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

12.03 Reporting Procedure

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

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

ARTICLE 12 – RESPECTFUL WORKPLACE

- (a) An employee who feels subject to bullying, harassment or discrimination should make every effort to tell the offending Party to stop such behavior, prior to proceeding with an informal or formal complaint. Should the employee like the assistance of their Manager, Union Representative or colleague with this process, they may request such assistance.
- (b) If the problem is not resolved through discussion between the individuals concerned, then the employee, in consultation with their Union Representative, may submit their complaint in writing via the Company's Respect in the Workplace Incident Form. The Company will review the complaint and evaluate whether there is a prima facie violation of this Article. Where no prima facie violation is determined, the Company may refer the matter to an informal resolution process. Where a prima facie violation of this Article is determined, the inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.
- (c) In the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- (d) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.
- (e) Good faith actions of a manager or supervisor relating to the management and direction of employees, such as: assigning work, providing feedback to employees on work performance, taking reasonable disciplinary action, attendance management, or a difference of opinion do not constitute harassment or discrimination.

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	<u>National Day for Truth and Reconciliation</u>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas 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. Where Christmas Day and Boxing Day fall on a Saturday and Sunday, the holidays will be observed on Thursday and Friday, or Monday and Tuesday at the Company's option.

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

Paid holiday pay for regular part-time employees and temporary employees shall be paid bi-weekly as a percentage of vacationable earnings. The percentage paid shall be five and two tenths' percent (5.2%) based on thirteen (13) paid holidays.

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

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.

Where an employee changes employment status during a calendar year, the Company will advise the employee of any outstanding pay or time off balances and the employee's new vacation pay and time off will be pro-rated as applicable. In no case will an employee receive greater than one (1) year's total entitlement in a calendar year.

14.02 Minimum of Three (3) Months Service

An employee will accrue but may not take any vacation leave until they have completed three (3) 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 six percent (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 six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of their current year's vacationable earnings, whichever is the greater. Adjustments arising out of the percentage application will be made in the first quarter of the following year. Notwithstanding the foregoing, banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.

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 week, the entitlement will be based on their thirty-seven and one-half (37.5) per week work schedule.

14.05 Part-time and Unscheduled Part-Time Regular employees

Part-time and Unscheduled 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/Unscheduled Part time Employees)

Annual Vacation pay shall be deposited into a Time Off Bank (TOB).

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

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

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

Cash withdrawals may be made from the TOB by the employee at any time during the course of the year on giving ten (10) 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 (2) 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 (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) 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 (2nd) 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.

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.

ARTICLE 14 - VACATIONS

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 twenty (20) working days at the relief level.
- (b) However, if an employee is required to postpone their period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take their annual vacation at some other less convenient time, they shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

14.12 Proration of Annual Vacation Entitlement

For absences other than Annual Vacation: where an accumulation of such absences exceed three (3) calendar months in any calendar year, annual vacation will be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) 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 twenty-four (24) hours per day, seven (7) days per week

15.02 Working Hours

The standard hours of work shall be based on thirty-seven and one-half (37.5) hours per week.

15.03 Workday

Any consecutive seven and one-half (7.5) hours of work, exclusive of lunch period, in a twenty-four (24) hour period.

15.04 Work Week

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

15.05 Lunch Breaks & Rest Breaks

Employees whose workday is greater than five (5) hours in duration, will be entitled to an unpaid lunch period of thirty 30 minutes. Employees will be entitled to one (1) paid fifteen (15) minute rest period in each work day where they are scheduled to work at least four (4) hours. Employees will be entitled to two (2) paid fifteen (15) minute rest periods when they are scheduled to work seven and one-half (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 (1) hour before to one (1) hour after the middle of the shift according to the needs of the work in progress. Where employees are entitled to two (2) rest periods, the first (1st) such break shall occur during the tour of duty prior to the lunch period and the second (2nd) 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 (2) week cycle. Employees will be notified of their specific shifts no less than two (2) weeks in advance by posting a shift schedule in the work area.
- (b) PTR employees will normally be scheduled a minimum of thirty-seven and one-half (37.5) hours bi-weekly pursuant to Article 15.07 below (the sign-up), and a maximum of sixty (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 seven and one-half (7.5) consecutive hours in any day.

15.07 Shift Sign-Up

Shifts shall be of two (2) 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 unscheduled PTRs in order of seniority, unless the requirement is less than four (4) hours, in which case Temporary employees on shift may be utilized.
- (c) Additional hours due to unanticipated workloads will first (1st) 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 twelve percent (12%) shift premium.

ARTICLE 15 – HOURS OF WORK

15.09 Mutual Exchange of Working Hours

Subject to approval by the Manager, 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, employees 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 and Eligibility

- (a) All time worked in excess of seven and one-half (7.5) hours in a day or thirty-seven and one-half (37.5) hours in a week, shall be paid at the rate of double time (200%), except an employee who works more than seven and one-half (7.5) hours in order to complete a customer call shall be paid straight-time rates until such call is completed.
- (b) Overtime will be approved with preference for scheduled overtime to be given to senior full time and part time regular employees within a classification. Further to this, an employee who is on an attendance management program and who was off work due to illness in the week prior to overtime being offered, will be added to the bottom of the overtime sign up list, and may not be offered overtime if the requirement is met. Employees whose absenteeism is the result of a disability that is recognized via a formal accommodation plan shall be placed on the overtime list in accordance with seniority.

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 one-half (1/2) hour. Time worked beyond the first one-half (1/2) hour of overtime will be recorded to the next higher quarter (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 (2) hour minimum will apply. An employee scheduled to work on their scheduled day off will be paid for a minimum of four (4) 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 (200%) plus pay for the holiday.

16.04 Rest Periods

An employee who has worked overtime shall return to work, after eight (8) 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 (8) 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 (8) hours absence

ARTICLE 16 - OVERTIME

shall receive double time (200%) payment for those hours which coincide with the working hours of their normal shift, plus their regular salary for the day.

16.05 Call-Outs

- (a) Notwithstanding the provisions of Clause 16.04, a call-out occurring within a period of four (4) 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 (2) hours beginning at the time they leave their residence. One-half (1/2) hour at double time (200%) 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 (2) hours beyond their regular shift, a one half (1/2) hour unpaid meal period will be allowed.
- (b) Where an employee is required to work three (3) 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 carpool arrangements, "normal means of transportation" shall be deemed to include carpools.
- (c) For purposes of this Article, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by their Manager 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 Manager 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 one half (1/2) hour or the length of the call, whichever is greater, at overtime rates for calls prior to 23:00, and one (1) 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 one half (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 Manager. 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 fifty dollars (\$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 two hundred seventeen and four tenths’ percent (217.4%) of bi-weekly rates.
- (d) For conversion purposes only, hourly rates of pay are determined by dividing bi-weekly salaries by seventy-five (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 twelve (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 (2) 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 ninety (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 one thousand nine hundred fifty-eight (1,958) hours.

18.03 General Increases

- (a) Salaries and bi-weekly scales shall be increased by:
- i. 3.75% on April 1, 2023
 - ii. 3.00% on April 1, 2024
 - iii. 2.50% on April 1, 2025
 - iv. 2.50% on April 1, 2026

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

Effective April 1, 2023, increase of twenty-five cents (\$0.25) per hour to salary scale group 3 steps 3 & 4

Lump Sum:

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

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

ARTICLE 18 – SALARY ADMINISTRATION

18.04 Hiring Rates

- (a) Employees, including those from other Unions within the Company, shall normally be hired at the lowest rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including the third increment. Higher starting rates than the third increment may be paid in exceptional cases provided agreement is reached between the Company and the Union.
- (b) A person who has previously worked for the Company and is rehired into the same job classification as they held at the time of termination, shall start at the same step of the salary range as that person was being paid immediately prior to the termination and the full time of the step must be worked before progressing to the next step. At the Company's discretion, if the rehired employee gained further related experience since they last left the Company, they may be placed at a higher step than the step they were on when they left the Company, and the Company will notify the Union of such circumstances.

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 (1) full working day or more and for six (6) 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 twelve (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:

ARTICLE 18 – SALARY ADMINISTRATION

- i. If the employee had been on the lower grouped job more than one (1) 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 (1) 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.
- 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 (1) 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 Manager, or another person outside of the bargaining unit, they shall receive a rate of ten percent (10%) above the highest rate of persons supervised, or ten percent (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 Manager 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 Manager 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 twelve (12) months in duration. However, the salary resulting from a length-of-service increase on the higher

ARTICLE 18 – SALARY ADMINISTRATION

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 them during the period of transfer.

- (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 (1) 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 three- and one-half percent (3.5%) of regular earnings with actual payments ranging from zero percent (0%) to five percent (5%) depending on the actual performance achieved.

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

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

ARTICLE 18 – SALARY ADMINISTRATION

For new employees, the payout in the first (1st) 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 sixty (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 thirty-seven and one half (37.5) hours bi-weekly or eighteen and three quarter (18.75) hours per week. At the end of any bi-weekly sign-up period where the minimum of thirty-seven and one half (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 eighteen (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 four hundred eighty-five (485) hours of accumulated service, will be paid an additional six percent (6%) in lieu of sick leave and benefits.

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

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 seven and one half (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 thirty-seven and one half (37.5) hours bi-weekly and a maximum of sixty (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 10 after their completion of nine hundred seventy-five (975) hours of accumulated service.
 - vi. UPTR employees that have completed ninety (90) consecutive days of employment but have not yet completed nine hundred seventy-five (975) hours of accumulated service shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.

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 Manager. 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 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 Company's Extended Health Care Plan.
- (b) All eligible persons shall be covered by the Extended Health Care Plan in effect at the time of this Agreement. The plan will pay eighty percent (80%) of all eligible expenses per person or family each calendar year. The lifetime maximum benefit payable during the lifetime per person is five hundred thousand dollars (\$500,000.00). The Company shall provide to employees a pay direct prescription card.
- (c) Extended Health Care benefits to include standard vision care to a maximum of two hundred dollars (\$200) per employee and dependent every twenty-four (24) months.
- (d) Further to the above, the coverage will also include eye examination coverage up to a maximum of one hundred dollars (\$100.00) every two (2) years.
- (e) Eligible new regular employees are covered effective the first day of the month immediately following three (3) months of continuous service.
- (f) Premiums for the plan will be paid one hundred percent (100%) by the Company for Full-Time regular employees, and eighty percent (80%) by the Company and twenty percent (20%) by the employee for part-time regular employees.
- (g) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.

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

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 (1st) day of the month following three (3) months continuous service as follows:

- (a) The life insurance benefit is equal to two (2) times the employee's annual salary, rounded to the next higher thousand dollars (\$1,000), if not already a multiple of a thousand dollars (\$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 one hundred percent (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 ninety percent (90%), Plan B at sixty percent (60%) and Plan C at fifty percent (50%).
- (c) Combined maximum for Plan A & B is three thousand dollars (\$3,000) per eligible person per calendar year. Plan C has a lifetime maximum per eligible person of three thousand dollars (\$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 (1st) day of the month immediately following three (3) months of continuous service.
- (f) The premium for such Plans shall be paid one hundred percent (100%) by the Company for full-time regular employees, and eighty percent (80%) by the Company and twenty percent (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 seventy percent (70%) of normal regular monthly earnings (to a maximum benefit of four thousand dollars (\$4,000) per month) while

ARTICLE 21 – BENEFIT PLANS

sick or disabled. Benefits commence to eligible employees in the sixteenth (16th) week of continuous disability.

- (b) Coverage for regular employees will be effective on the first day of the month immediately following three (3) months of continuous service.
- (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 three percent (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, 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 (2) 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 (2) 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/maternity/parental leave for a period of fifteen (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 (1st) 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 People Department.

21.07 The Company will continue with the existing Travel Accident policy that provides insurance for all employees up to an amount of one hundred thousand dollars (\$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

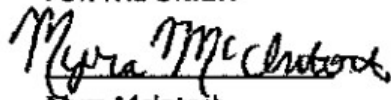
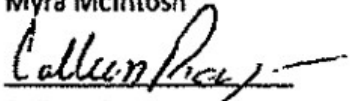
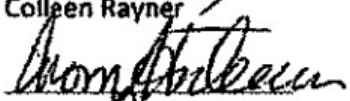
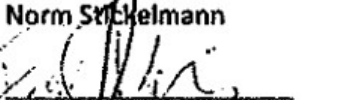
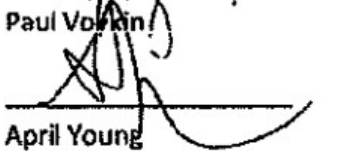
This Agreement shall take effect and be binding upon the Company and the Union for the period commencing April 1, 2022 and ending on March 31, 2027 and thereafter until terminated as follows:

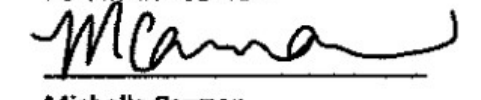
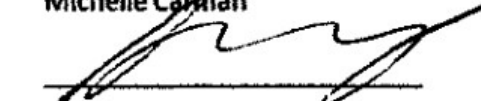
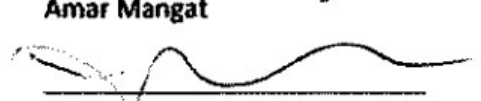
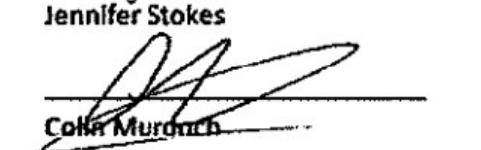
Either Party may at any time within four months immediately preceding the expiry date of this Agreement, give written notice of its intention to reopen or amend the Agreement on its expiry date. After the expiry date and until a revised Agreement is signed, this Agreement and all its provisions shall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

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 29 day of May, 2023.

FOR THE UNION

Myra McIntosh

Colleen Rayner

Norm Stichelmann

Paul Volkin

April Young

FOR MANAGEMENT

Michelle Carman

Amar Mangat

Jennifer Stokes

Colleen Murdoch

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

**Effective April 1, 2023
Monthly Salary Scales**

Group	Min	Step 1	Step 2	Step 3	Step 4
1			3159	3304	3441
2		3304	3441	3600	3754
3	3441	3600	3754	3965	4135
4	3754	3922	4091	4278	4463
5	4091	4278	4463	4665	4861
6	4463	4665	4861	5081	5298
7	4861	5081	5298	5537	5774
8	5298	5537	5774	5970	6157
9	5774	5970	6157	6439	6713
10	6157	6439	6713	7013	7316
11	6713	7013	7316	7635	7950

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1453	1520	1583
2		1520	1583	1656	1727
3	1583	1656	1727	1824	1902
4	1727	1804	1882	1968	2053
5	1882	1968	2053	2146	2236
6	2053	2146	2236	2337	2437
7	2236	2337	2437	2547	2656
8	2437	2547	2656	2746	2832
9	2656	2746	2832	2962	3088
10	2832	2962	3088	3226	3365
11	3088	3226	3365	3512	3657

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

Group	Min	Step 1	Step 2	Step 3	Step 4
1			19.37	20.27	21.11
2		20.27	21.11	22.08	23.03
3	21.11	22.08	23.03	24.32	25.36
4	23.03	24.05	25.09	26.24	27.37
5	25.09	26.24	27.37	28.61	29.81
6	27.37	28.61	29.81	31.16	32.49
7	29.81	31.16	32.49	33.96	35.41
8	32.49	33.96	35.41	36.61	37.76
9	35.41	36.61	37.76	39.49	41.17
10	37.76	39.49	41.17	43.01	44.87
11	41.17	43.01	44.87	46.83	48.76

SCHEDULE “B” – SALARY SCALES

Effective April 1, 2024

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			3254	3404	3544
2		3404	3544	3709	3868
3	3544	3709	3868	4085	4259
4	3868	4039	4213	4407	4598
5	4213	4407	4598	4805	5007
6	4598	4805	5007	5233	5457
7	5007	5233	5457	5702	5948
8	5457	5702	5948	6148	6342
9	5948	6148	6342	6633	6915
10	6342	6633	6915	7224	7535
11	6915	7224	7535	7863	8189

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1497	1566	1630
2		1566	1630	1706	1779
3	1630	1706	1779	1879	1959
4	1779	1858	1938	2027	2115
5	1938	2027	2115	2210	2303
6	2115	2210	2303	2407	2510
7	2303	2407	2510	2623	2736
8	2510	2623	2736	2828	2917
9	2736	2828	2917	3051	3181
10	2917	3051	3181	3323	3466
11	3181	3323	3466	3617	3767

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

Group	Min	Step 1	Step 2	Step 3	Step 4
1			19.96	20.88	21.73
2		20.88	21.73	22.75	23.72
3	21.73	22.75	23.72	25.05	26.12
4	23.72	24.77	25.84	27.03	28.20
5	25.84	27.03	28.20	29.47	30.71
6	28.20	29.47	30.71	32.09	33.47
7	30.71	32.09	33.47	34.97	36.48
8	33.47	34.97	36.48	37.71	38.89
9	36.48	37.71	38.89	40.68	42.41
10	38.89	40.68	42.41	44.31	46.21
11	42.41	44.31	46.21	48.23	50.23

SCHEDULE “B” – SALARY SCALES

Effective April 1, 2025

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			3335	3489	3633
2		3489	3633	3802	3963
3	3633	3802	3963	4187	4365
4	3963	4139	4318	4518	4713
5	4318	4518	4713	4924	5133
6	4713	4924	5133	5363	5594
7	5133	5363	5594	5846	6096
8	5594	5846	6096	6302	6500
9	6096	6302	6500	6798	7089
10	6500	6798	7089	7405	7724
11	7089	7405	7724	8059	8394

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1534	1605	1671
2		1605	1671	1749	1823
3	1671	1749	1823	1926	2008
4	1823	1904	1986	2078	2168
5	1986	2078	2168	2265	2361
6	2168	2265	2361	2467	2573
7	2361	2467	2573	2689	2804
8	2573	2689	2804	2899	2990
9	2804	2899	2990	3127	3261
10	2990	3127	3261	3406	3553
11	3261	3406	3553	3707	3861

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

Group	Min	Step 1	Step 2	Step 3	Step 4
1			20.45	21.40	22.28
2		21.40	22.28	23.32	24.31
3	22.28	23.32	24.31	25.68	26.77
4	24.31	25.39	26.48	27.71	28.91
5	26.48	27.71	28.91	30.20	31.48
6	28.91	30.20	31.48	32.89	34.31
7	31.48	32.89	34.31	35.85	37.39
8	34.31	35.85	37.39	38.65	39.87
9	37.39	38.65	39.87	41.69	43.48
10	39.87	41.69	43.48	45.41	47.37
11	43.48	45.41	47.37	49.43	51.48

SCHEDULE “B” – SALARY SCALES

Effective April 1, 2026

Monthly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			3418	3576	3724
2		3576	3724	3898	4063
3	3724	3898	4063	4291	4474
4	4063	4244	4426	4631	4831
5	4426	4631	4831	5048	5261
6	4831	5048	5261	5498	5733
7	5261	5498	5733	5992	6248
8	5733	5992	6248	6459	6663
9	6248	6459	6663	6968	7268
10	6663	6968	7268	7589	7918
11	7268	7589	7918	8261	8605

Bi Weekly Salary Scales

Group	Min	Step 1	Step 2	Step 3	Step 4
1			1572	1645	1713
2		1645	1713	1793	1869
3	1713	1793	1869	1974	2058
4	1869	1952	2036	2130	2222
5	2036	2130	2222	2322	2420
6	2222	2322	2420	2529	2637
7	2420	2529	2637	2756	2874
8	2637	2756	2874	2971	3065
9	2874	2971	3065	3205	3343
10	3065	3205	3343	3491	3642
11	3343	3491	3642	3800	3958

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

Group	Min	Step 1	Step 2	Step 3	Step 4
1			20.96	21.93	22.84
2		21.93	22.84	23.91	24.92
3	22.84	23.91	24.92	26.32	27.44
4	24.92	26.03	27.15	28.40	29.63
5	27.15	28.40	29.63	30.96	32.27
6	29.63	30.96	32.27	33.72	35.16
7	32.27	33.72	35.16	36.75	38.32
8	35.16	36.75	38.32	39.61	40.87
9	38.32	39.61	40.87	42.73	44.57
10	40.87	42.73	44.57	46.55	48.56
11	44.57	46.55	48.56	50.67	52.77

Letter of Understanding #2

Between

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

And

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

And

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

Re: 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 MoveUP-CSC Collective Agreement and sections 35, 37, 38 and 54 of the Labour Relations Code.

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

All matters outstanding under the MoveUP-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 MoveUP 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.

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 (3) months continuous service.

Long Term Disability Benefits commence after Basic Sick Leave Plan Benefits have expired. The benefit amount is seventy percent (70%) 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 (1st) day of absence.
- (b) Month refers to any thirty (30) consecutive calendar days.
- (c) Week refers to any five (5) consecutive working days.
- (d) Year refers to any consecutive three hundred sixty-five (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 (5) years or more of service at December 31st, 2006 will be eligible for Special Vacation.
- (b) Employees who complete their fifth (5th) year of service prior to December 31st, 2006 shall be eligible for fifteen (15) Special Vacation days commencing January 1st, 2007. These employees shall become eligible for a further fifteen (15) days of Special Vacation following each subsequent five (5) 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 twelve (12) months following the five-year qualifying period, employees will be required to either schedule their Special Vacation to be taken within the remaining forty-eight (48) months or agree to be paid out for any unscheduled Special Vacation. Payout, if elected, will be made within two (2) 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 (3) 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 (5) 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 (5) year qualifying period due to sickness or accident up to a total of twelve (12) months or absence for any reason other than sickness or accident up to thirty (30) consecutive days shall not affect his Special Vacation benefits. That portion of absence due to sickness or accident which is in excess of twelve (12) months, or any absence for other reasons in excess of thirty (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

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 (5) days per work week with a minimum schedule of twenty (20) hours per work week.
- (b)
 - (i) Regular Full-Time grand-parented employees will bank time for “E” Days by banking one half (1/2) hour for each eight (8) hour day worked to average a thirty-seven and one half (37 1/2) hour work week.
 - (ii) For Regular Part-Time grand-parented employees, fifteen (15) 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 (2nd) 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 their accumulated overtime permits.

- (b) Banked overtime in excess of eighty (80) hours will be paid out on the first (1st) pay in April and the first (1st) 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 first (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 (1) time per year lump sum contribution to RRSP accounts. Any other special consideration must be approved by the People Department.

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 twenty (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 their new headquarters; and
- (vii) The grand-parented customer services employee must submit their claim for all moving expenses, including supporting documentation, within twelve (12) months of moving to their 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 (5) years continuous service or if they have received a move paid by the Company in the preceding five (5) years. Limited moving expenses will also be paid where, as a result of layoff or bumping, a 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 (1) 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 four hundred (\$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 Company 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, Labour Relations.
- placing of the insurance on their 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 their 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 Company 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, Labour Relations.
 - placing of the insurance on their 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 their personal living expenses for up to one month in order to find reasonable living accommodation.

Article 18 – Salary Administration

Salary Protection

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

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

- i. April 1, 2023 in the amount of seven hundred and fifty dollars (\$750.00)
- ii. April 1, 2024 in the amount of seven hundred and fifty dollars (\$750.00)
- iii. April 1, 2025 in the amount of seven hundred and fifty dollars (\$750.00)
- iv. April 1, 2026 in the amount of seven hundred and fifty dollars (\$750.00)

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

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.

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- MoveUP pension plan. The current language outlined in Article 31 of the 2006-2011 FBC-MoveUP 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 June 9, 2023

Letter of Understanding #4

Between

FortisBC

(Customer Service Centres)

And

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

Re: Alternate Work Location Framework LOU #4 – Home Agents or Telecommuting

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

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

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

1. Annually, the Company will confirm and/or identify the expected operational capacity to support Alternate Work Location arrangements for the year. Operational Capacity means the Company's ability to provision customer services from location(s) other than FortisBC sites (i.e. MoveUp CSC employee headquarter sites).
2. Operational capacity will be determined based on business needs and facilities considerations.
3. Annually, the Company will identify the number and nature of the Alternate Work Location arrangements expected to be available to employees. These arrangements may include, but are not limited to; remote and onsite hybrid, long term remote (six (6) months or greater) and temporary remote (ex. less than six (6) months, project related, etc.). The Union will be provided with a copy of the operational capacity each year.
4. Generally, Alternate Work Location opportunities are expected to be available to most job classifications and any exclusions will be clearly identified by the Company as part of the annual identification of the operational capacity for the Program.
5. Eligibility criteria shall include appropriateness of Alternate Work Location, attendance and performance as set out in the Guidelines.
6. The Alternate Work Location program shall not require any employee to work from home.
7. Either Party may terminate this Letter of Understanding by giving 120 days' written notice. To the extent that the Union provides the

Company with such notice, and where the Company may be faced with facilities constraints, the Company may request additional time to address such constraints. The granting of requests for additional time will not be unreasonably withheld by the Union.

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

The Committee will consist of three (3) members representing the Union and three (3) members representing the Company.

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

During the first (1st) year of implementation, the Committee will meet no less than every three (3) months, unless otherwise agreed to by the Parties.

Committee Expectations and Responsibilities

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

Renewed June 9, 2023

Letter of Understanding #5

Between

FortisBC

(Customer Service Centres)

And

MoveUP (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 MoveUP that in addition to meeting essential services level requirements pursuant to a Labour Relations Board order, thirty three percent (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 thirty three percent (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 thirty three percent (33%) of normal staffing levels is determined in relation to each classification at each location. For example, thirty three percent (33%) of normal staffing levels at each respective customer service centre location would be maintained, with thirty three percent (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 (2) 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 thirty three percent (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 thirty three percent (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 June 9, 2023

Letter of Understanding #6

Between
FortisBC
(Customer Service Centres)

And

MoveUP (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 twenty-four (24) hours per day, seven (7) days per week.

The Parties agree as follows:

1. Modified Work Week Schedule:

A full-time regular CSLs or CSRs modified work week will be made up of three (3) ten (10) hour shifts and one (1) nine and one half (9.5) hour shift, all of which include a thirty (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. nine and one half (9.5) or ten (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 thirty-seven and one half (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 thirty-seven and one half (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 seven and one half (7.5) hours for each statutory holiday specified in Article 13.

iii. **Sick Leave**

Each CSL or CSR will be credited with thirty-seven and one half (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 seven and one half (7.5) hours and a “week” shall be considered thirty-seven and one half (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 nine and one half (9.5) hours per day.

5. Shift Premium

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

Reversion to a regular full-time shift schedule will not result in any additional cost to the Company.

Renewed June 9, 2023

Letter of Understanding #7

Between

FortisBC

(Customer Service Centres)

And

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

Re: Employment of Students

General Terms

All students will be required to become and remain MoveUP members for the duration of their work.

1. MoveUP will be advised of the student's name, position and department prior to placement.
2. 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.
3. 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.

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/MoveUP CSC Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Company to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement. Co-op Students shall not be employed to backfill for:
 - a. leave of absence replacements;
 - b. special projects which disallows training or employment opportunity to bargaining unit employees;
 - c. emergent considerations.

3. Employees hired as Co-op students will not accrue seniority and will not be entitled to apply for regular or temporary MoveUP-affiliated bulletined positions.
4. After completing ninety (90) consecutive days of employment, Co-op Students shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.
5. Co-op student positions shall not be subject to the job posting procedures in the Collective Agreement.
6. FortisBC will ensure that any co-op student employed under this Letter of Understanding will have an employment period of four (4) continuous months. The Company may request from the Union an extension of the four months with regards to an educational institution program requiring such extension. The Union will not unreasonably deny such request. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
7. Co-op students may be re-employed by FortisBC provided there is at least one (1) co-op period of absence between periods of employment. In such instances, the co-op student will advance one step on the salary schedule noted below.
8. No more than four (4) co-op students would be hired in any four (4) month period without mutual agreement.
9. Co-op students will be entitled to four percent (4%) in lieu of vacations, and five and two tenths' percent (5.2%) in lieu of statutory holidays. Co-op students extended and employed longer than the four (4) months period shall be entitled to an additional six percent (6%) in lieu of benefits.
10. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

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

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

General Students (Non Co-op Students)

1. It is the intent of the Parties that hiring of students will not adversely affect existing jobs or bargaining unit work covered by the FortisBC/MoveUP CSC Collective Agreement. A General Student (Non Co-op Students) is an employee hired to fill a part-time position of an ongoing nature while working variable hours in support of customer service.
2. This Agreement as it applies to PTR employees shall apply equally to General Student (Non Co-op Student) employees, except as expressly provided below:
 - a. Article 15.06 shall not apply to General Student employees. General Student employees will work a minimum of three (3) consecutive hours to a maximum of seven and one half (7.5) consecutive hours in a day.
 - b. General Students will be entitled to a percentage in lieu of vacation pay in alignment with Article 14.06 (Temporary Employees), five and two tenths' percent (5.2%) in lieu of statutory holidays, and an additional six percent (6%) in lieu of benefits.
 - c. After completing ninety (90) consecutive days of employment, General Students shall be eligible for up to five (5) days of paid sick leave per calendar year. These days are to be paid based on an average days' earnings.
 - d. General Student employees will be provided an opportunity to submit in good faith a standing availability form to address scheduling restrictions related to education. Where there is a change in the education circumstance, the student employee may submit a change in their standing availability with a minimum of two (2) weeks' notice where possible. Where no revised form is submitted, the current availability will stand. Subject to business needs, the Company will endeavor to schedule in accordance with the standing availability restrictions of the General Student employee. The Company may require documentation to validate and confirm the nature of the availability restriction.
 - e. General Students are eligible to participate in the voluntary Shift Flexibility pilot (LOU #14) as it may be available.
 - f. 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.
 - g. General Student employees will normally work a minimum of twenty (20) hours bi-weekly and a maximum of sixty (60) hours bi-weekly. To the extent that the Company has scheduled in accordance with an availability restriction of a General Student

employee, bi-weekly hours assigned to that employee may be accordingly reduced.

- h. General Students may be eligible for additional shifts but will not be offered such shifts until the process outlined in Article 15.07 has taken place.
3. In the case of a general reduction or layoff of bargaining unit employees, General Students shall be terminated before regular employees are displaced.
4. Starting salary levels for students will be the minimum of the Job classification to which they are assigned. Students will receive salary increases in accordance with Articles 18.02 and 18.03.
5. If a General Student employee ceases to be a student for six (6) months, they must either apply to a Regular role or Temporary role (if one is available). If no other role is available to post into, the employee will be considered to have resigned.

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

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

Renewed June 9, 2023

Letter of Understanding #9

Between

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

And

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

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 (1) 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.

Renewed June 9, 2023

Letter of Understanding #11

Between

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

And

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

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 > **one (1) year's** service as of January 1:
 - a) Divide the employee's regular hours for the twelve (12) month period preceding January 1 by one thousand nine hundred fifty (1950) hours to determine their full-time equivalent (FTE).
 - b) The FTE figure will then be multiplied by the full-time sick leave entitlement according to Art.10 to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
2. Regular employees with >**three (3) months'** and < **one (1) year's** service as of January 1:
 - a) Divide the employee's regular hours from their date of hire to December 31 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 to determine the part-time entitlement.
 - c) Paid overtime is not included in regular hours.
3. Regular employees with <**three (3) months' service** as of January 1:
 - a) Employees with less than ninety (90) days service are not eligible for paid sick leave per Art. 10 of the Collective Agreement.
 - b) Employees who become eligible for paid sick leave on or after January 1, but who do not have ninety (90) days of consecutive

employment service on January 1 will be assigned the budgeted figure of 0.6 FTE.

- c) The FTE figure (0.6) will then be multiplied by the full-time sick leave entitlement according to Art.10 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 January 1st.
- b) Regular employees who permanently transfer from part-time to full-time status during the plan year will have their sick leave entitlement adjusted to the equivalent of 1.0 FTE upon transfer.
- c) Sick leave 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.

Renewed June 9, 2023

Letter of Understanding #12

Between

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

And

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

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 (4) 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 (1) week in the first two rounds. Employees shall select in consecutive days of at least one (1) day for the third (3rd) round. All remaining vacation days will be bid and assigned in the fourth (4th) round.
- c) A “week” is defined as seven (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 (3) 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.

Renewed June 9, 2023

Letter of Understanding #14

Between

FortisBC Energy Inc. and FortisBC Inc.

(Customer Service Centres)

And

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

Re: LOU #14 Re: Shift Flexibility

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

Eligibility

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

Shift Details

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

circumstance where the additional hours occur in the middle of the split shift, the rest period as defined in Article 16.04 shall commence following the end of the split shifts in the workday. Overtime/extra time is not required to be consecutive, and breaks may be adjusted accordingly. Overtime rates will apply as set out in Article 16.01 (a).

Number of Shifts & Process

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

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

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

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

k. Any unfilled split shifts will be cancelled.

The Shift Bid Committee will meet on at least a quarterly basis for the first (1st) year of the Pilot and thereafter on an annual basis to review and recommend any changes as necessary to support the success of the Pilot. In advance of the meeting, the Company will provide the Shift Bid Committee with data related to the number of employees participating in the Shift Flexibility pilot and an overview of the impact to the other available shifts.

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

Signed on June 9, 2023

Letter of Understanding #15

Between

FortisBC Energy Inc. and FortisBC Inc.

(Customer Service Centres)

And

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

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

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

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

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

Signed on June 9, 2023

A

Alternative Transportation during Overtime	48
Annual Vacation Entitlements	40
Applying on a Lateral	17
Arbitration	7
Assuming new positions within 4 weeks	17
Attendance of Grievor at Grievance Meeting	9
Attendance of Job Stewards at Grievance Meetings	9

B

Benefit Coverage and Cost for Employees on Leave.....	63
Breavement Leave	25
Broken Vacations	42
Bulletin Boards.....	2
Business Travel.....	50

C

Call-Outs	48
Cancellation of Vacation	43
Child Sick Leave.....	31
Coaching and Counselling.....	14
Company's Right to Manage its Business	3
Competency Factors - for Leader Classifications	17
Consultative Committee	3, 4

D

Definitions - Promotion, Demotion and Transfer	53
Demotions	55
Dental Plan.....	61
Discrimination.....	3
Dismissal	13
Duration of Agreement.....	64
Duty to Accommodate.....	32

E

Eligibility Pool.....	23
Employee Incentive Pay.....	55
Ergonomics	34
Exempt Employees.....	3

F

Financial Aid for Training Courses	59
First Aid Premium	35
First Aid Premiums - Article 23.12	35
Full Time Regular Employee.....	57
Funeral Attendance	25

G

General Increases	52
Grievance Procedure - Step 1	6
Grievance Procedure - Step 2	6
Grievance Procedure - Step 3	7
Grievance Steps	6
Group Life Insurance	60

H

Headquarters	50
Hiring outside the Bargaining Unit	17
Hiring Rates	53
Hours of Operation	44

I

Informal Grievance Discussions	6
Interviews	16

J

Job Classification Disputes	5
Job Classifications	5
Job Selection Grievances	8
Job Vacancies	16
Joint Occupational Safety and Health Committee	34
Jury Duty	25

L

Layoff	20
Layoff - Bumping	20
Layoff - To Recall List	21
Leave of Absence for Union Business	2
Leave of Absence without Pay	26
Length of Service Increases	51
Long Term Disability	61
LOU #11 – Calculation of Sick Leave Entitlement for Part-Time Employees	94
LOU #12 – Vacation Scheduling	96, 98, 100
LOU #2 – Amalgamation of Certain Employees from FBC into FEI Customer Services Centres	70
LOU #4 - Home Agents of Telecommuting	82
LOU #5 - Continuing Service Levels during Strike	84
LOU #6 - Modified Work Week for CSL	86
LOU #7 – Employment of Students	88
LOU #9 – Re-scheduling Due to Unscheduled Absences	92
LTD Employees Returning to Work	62
Lunch Breaks and Rest Breaks	44

M

Maternity Leave	26
Maternity Leave Disability	28
Medical and Extended Health Care Benefits	60
Medical Certificates	32
Medical/Dental Appointments	25

Customer Services Centres
Collective Agreement between MoveUP and FortisBC Energy Inc. and FortisBC Inc.
Effective April 1, 2022 to March 31, 2027

Minimum Paid Periods.....	47
Modified Work Weeks	46
Monthly Employee Information.....	4
Mutual Exchange of Working Hours	46

O

Overtime.....	47
Overtime Payment.....	48
Overtime Rates	47
Overtime Meal Provisions	48

P

Paid Sick Leave Allowances.....	30
Parental Leave	27
Part Time Regular Employee.....	57
Payment of Vacations	40
Permanent Promotions.....	53
Personnel Files	14
Policy Grievances	8
Posting of Job Vacancies	16
Probation	13
Proration of Annual Vacation Entitlement.....	43

R

Re-Bulletining	16
Recalling Employees from Recall List	22
Reimbursement for Professional Fees	59
Reimbursement for Training Costs	59
Reinstating Seniority.....	12
Rest Period.....	47
Return to Former Position	23
Reviewing of PTR Positions	19

S

Safety of Employees Working at Night	34
Salaries and Calculations	51
Schedule A - Job Classifications	65
<u>Schedule B - Salary Scales</u>	66
Scheduling Vacation.....	42
Selection for Job Vacancies.....	16
Selection on a Vacancy that is being Grieved	17
Seniority.....	12
Seniority Lists.....	12
Seniority while on Approved Leave of Absence.....	12
Seniority while on Discipline or Layoff.....	12
Service	12
Severance Pay.....	22
Severance Pay for employees with health problems.....	32
Shift Premium	45
Shift Sign-Up	45
<u>Sick Leave Benefits</u>	30
Sick Leave Plan Year.....	30
Standing Application.....	16

Statutory Holiday during Vacation.....	42
Statutory Holidays	39
Statutory safety and Health Compliance	34
Successful Applicant	16
Suspension and Termination Grievances.....	8

T

Telephone Consultation.....	49
Temporary Employee.....	57
Temporary Promotions.....	54
Termination of Temporary Employees	13
Time Limits and Processing of Grievance Procedure	8
Training Assistance.....	59
Travel Accident Coverage	63

U

Union Dues Application Forms	1
Union Membership	1
Union Stewards.....	1
Unsafe Work Conditions	34
Use of Personal Vehicles	50

V

Vacation Pay while on Temporary Promotion	43
-------------------------------------------------	----

W

Work Day	44
Work Performed by Non-Bargaining Unit Employees.....	3
Work Schedules	44
Work Week	44
Workers Compensation Board payments	33
Working Hours	44
Working on Holidays.....	47