

# Agreement

between:

**FortisBC Inc.**



and

**Canadian Office & Professional Employees'  
Union (COPE)  
Local 378**



February 1, 2011 – December 31, 2013  
Ratified November 1, 2012

**THIS AGREEMENT made**

**Between:**

**FORTISBC Inc.  
(hereinafter called the "Company")**

**and**

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

representing the employees of FortisBC Inc.  
affected by this Agreement, (hereinafter called the "Union")

WITNESSETH AS FOLLOWS:

1. These provisions shall take effect and be binding upon the Company and the Union for the period commencing February 1, 2011 and ending on December 31, 2013 save where specific provisions have different and specific effective dates.
2. It is hereby agreed that, in accordance with subsection 4 of Section 50 of the Labour Relations Code of British Columbia, subsection 2 and subsection 3 of Section 50 is excluded and shall not be applicable to this Agreement.
3. Either Party may at any time within four months immediately preceding the expiry date of this Agreement, give to the other Party written notice of its intention to re-open or amend this Agreement on its expiry date or any day thereafter.
4. After the expiry date of this Agreement and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

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## ARTICLE 1 - UNION RECOGNITION

### 1.01

- (a) This Agreement shall apply to and be binding upon all employees of the Company described in a Certification issued by the Labour Relations Board, Province of British Columbia, on the 19th day of November, 1980, and which are all employees of the Company employed in its establishment in British Columbia and designated as being "Office, clerical, technical and administrative employees".
- (b) Excluded from the term "employees" in this Agreement are those persons represented by Local Union 213, International Brotherhood of Electrical Workers, persons employed in a confidential, supervisory or professional capacity as provided in the Labour Relations Code of British Columbia.

### 1.02

- (a) The Company recognizes the Union as the exclusive representative of the employees for the purpose of conducting collective bargaining in respect of rates of pay, hours of work and other working conditions; and the Company shall continue to so recognize the Union as long as the Union retains its right to conduct collective bargaining for the employees under the law.
- (b) The Company recognizes the Union's right to select, subject to its sole discretion, Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing employees under this Agreement and the Company agrees to co-operate with these persons in the performance of their duties on behalf of the Union and its membership.
- (c) The Union will notify the Company in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement, and of any changes in these names.

### 1.03

The Company will make all reasonable efforts or arrangements to grant leave of absence without pay to:

- (a) One employee appointed or elected to Union office for a period up to and including three years;
- (b) A reasonable number of employees elected as representatives to attend Executive Council meetings, conventions or other mutually agreed to activities;
- (c) Essential employees required to attend Labour Relations Board hearings or collective bargaining.

Reasonable notice for such leaves of absence must be given to the Company. Such leaves must be approved by the immediate supervisor and the Human Resources Department. Such requests for time off will not be unreasonably withheld.

### 1.04

Bulletin Boards shall be made available to the Union for the purpose of posting of Union notices. All notices shall be submitted to the Manager, Labour Relations, or his nominee for information before being posted.

1.05

- (a) Duly authorized representatives of the Union, as designated by the Union, shall be granted time off during regular working hours to perform their duties and this time shall be deemed to be time worked. Accordingly, they shall be kept "whole" by the Company with respect to all pay, seniority, benefits and other rights and entitlements which would accrue to them under this Agreement had they remained working. Such time off work shall be for the purpose of investigating and resolving complaints; investigating and resolving grievances, including attending grievance meetings and arbitration hearings; representing employees involved in disciplinary matters; orientation of new employees; distributing Union literature; attending joint meetings of the Company and the Union; or other Union business, and will be reasonable for the circumstances.
- (b) The Company will grant time off with pay for the grievor to permit the investigation and handling of grievances and attendance at grievance hearings, up to and including Stage 3. Such periods of absence shall be deemed to be time worked and will be reasonable for the circumstances.

1.06

It is recognized by the parties to this Agreement that, due to the size and geographic responsibility of the Company, some overlap in duties between employees and non-bargaining unit personnel does or could occur. Similarly, it is recognized that some overlap in duties between employees does or could occur. It is agreed that jobs listed in Appendix "C" will not be assigned to non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties.

## **ARTICLE 2 - UNION SECURITY**

2.01

The Company shall deduct, as a condition of each employee's continued employment, Union dues, initiation fees, and special assessments, as established by a vote of the membership and as directed by the Executive of the Union.

2.02

Such Union dues shall commence in the month following the month of hire and be remitted to the Union monthly, together with a list of the name, work location, job title, status and pay group of employees from whom Union dues have been deducted.

2.03

As a condition of employment, within fifteen days of employment with the company, employees shall join and remain members of the Union.

2.04

The parties agree to establish and maintain a Labour/Management forum at least one time per calendar year. The first of such forums will be held within the first 90 calendar days of each year. Included in this forum will be an annual overview of potential contracting out issues that may affect this Union.

2.05

A list of temporary employees designating the areas and function performed shall be forwarded to the Union quarterly.

2.06

New COPE employees will be introduced to area union stewards who will be afforded the opportunity to discuss Union policy and collective agreement provisions.



### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01

All management rights heretofore exercised by the Company unless expressly limited by this Agreement are reserved to and are vested exclusively in the Company.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **4.01**

The Parties to this Agreement agree that it is of utmost importance to resolve complaints and grievances as quickly as possible in accordance with the procedures set out in this Article. "Grievance" means any difference between the Parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any questions as to whether any matter is grievable. All grievances or disputes shall be settled without stoppage of work, in accordance with the following procedures. All written correspondence to the Union concerning grievances will be sent to both the local's Councilor and the Union office.

### **4.02 Employee Grievance**

#### **Stage 1**

The employee or employees concerned, in person, with or without a Union representative in attendance, or a Union representative acting on behalf of an employee or employees, shall first seek to settle the complaint with the immediate supervisor concerned. Such discussion will take place not later than ten working days of the event causing the complaint or within ten working days from the time the employee became aware of the event causing the complaint.

#### **Stage 2**

A grievance not settled at Stage 1 above may be referred, in writing to Stage 2 within 10 working days by a representative of the Union to the appropriate Superintendent or Function Manager, or to a nominee appointed by him. Within five working days of the written referral to Stage 2, a Company nominee and a representative of the Union shall meet to investigate and attempt to resolve the grievance. The Company shall reply, in writing, within ten working days of the date of written referral to Stage 2. If the grievance is not settled at this stage, it may be referred to Stage 3 within 20 working days of receipt of the Company's written reply.

#### **Stage 3**

A grievance not settled at Stage 2 above may be referred, in writing, by the Union to the Manager, Human Resources, or to a nominee appointed by him. The Parties shall meet as soon as possible and attempt to resolve the grievance. The Company shall reply, in writing, within 15 working days of the date of written referral to Stage 3. If the grievance is not settled at this stage, it may be referred to Stage 4 within 30 working days of receipt of the Company's written reply.

#### **Stage 4**

A grievance not settled at Stage 3 above may be submitted by the Union to a Board of Arbitration by written notice to the Manager, Human Resources. The Board shall consist of three members: one to be selected by the Union, one by the Company and a third, mutually acceptable person, who shall act as Chairman, to be chosen by the two persons thus selected. Each Party shall advise the other of its selected member within 20 working days of the date of the notice of intent to submit the grievance to arbitration.

In the event that the member selected by the Union and the member selected by the Company are unable to agree on the selection of the third member, the Minister of Labour of British Columbia shall be requested to appoint such third member.

The Board of Arbitration shall be requested to render a decision within a period of 30 calendar days from the date of appointment of the Chairman.

The decision of the Board of Arbitration, or a majority thereof, shall be final and binding on both Parties.

Each Party shall pay the expenses incurred in connection with the preparation and presentation of its own case. The Parties shall bear in equal shares the expenses of the third member of the Board.

At any time, by the mutual consent of the Union and the Company, a single arbitrator may be appointed in lieu of a Board of Arbitration. The selection of such single arbitrator shall be made by the parties to this Agreement. Should the Parties be unable to agree on a single arbitrator, the Minister of Labour of British Columbia shall be requested to appoint a single arbitrator. The Parties shall bear in equal shares the expenses of such arbitrator.

4.03

The processing of a grievance dealing with suspension or termination will begin with Stage 3. By mutual agreement of the Company and the Union, any other grievance may begin with Stage 3.

4.04 Policy Grievance

Should either the Company or Union consider that an action or contemplated action is, or will become a difference or dispute between the Parties concerning the application, interpretation or violation of this Agreement, then such will be considered a policy grievance and will be dealt with as follows:

- (a) The grieving Party, i.e., the Manager, Human Resources of the Company, or the President of the Union, or their nominee(s), shall initiate the grievance by letter. Within 20 working days of receipt of such written notice, the principals or their nominee(s), shall meet and attempt to resolve the grievance.
- (b) A written response to the Party initiating the grievance shall be forthcoming within ten working days following the meeting. Should such response not result in a satisfactory settlement, the grievance may be submitted to arbitration within ten working days of receiving that response and the other Party shall be so advised.

4.05

Time limits may be extended by mutual written consent of the Company and the Union.

## ARTICLE 5 - SENIORITY

### 5.01

Commencing February 1, 1997, seniority shall be defined as the length of an Employee's continuous service with the Company within the bargaining unit, subject to the other provisions of this Article.

### 5.02

An employee shall not be deemed to have any seniority until he or she has been employed by the Company, on a continuous basis, for three months. After completion of three months service, seniority shall accrue from the date of employment.

### 5.03

(a) The Company shall maintain a record showing the date on which each employee's service commenced and terminated. Any employee may request information from the Company relative to his/her own seniority. A seniority list including, but not limited to, the name, employment status, job title, job group, established headquarters, service date and seniority date of each employee in the bargaining unit shall be prepared quarterly and will be forwarded to the Union office, with a copy to all local representatives of the Union.

(b) Once the Company prepares a new seniority list it shall be published for employees. Thereafter the Union or any Union member will have 30 calendar days to challenge accuracy of the seniority list.

### 5.04

(a) An employee who has been laid off and recalled per Article 11 will maintain their accumulated seniority as before the layoff.

(b) If an employee with five or more years of seniority in the COPE 378 bargaining unit resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit after February 1, 2006, s/he may reinstate this prior seniority to be effective five years after the employee's return to the bargaining unit if:

- (i) the employee serves notice to the Union of intent to reinstate within two years of his or her return to the bargaining unit; and
- (ii) the employee satisfies all other terms and conditions of reinstatement as determined by the Union.

### 5.05

Temporary employees shall be deemed to have seniority after six calendar months, and will be accrued in the ratio of their normal annual hours paid to the total normal annual hours paid for a full-time regular employee.

### 5.06

Employees classified as part-time regular shall accrue further seniority in the ratio of their normal annual hours paid to the total normal annual hours paid for a full-time regular employee.

**Normal annual hours paid including but not limited to:**

- Paid regular hours
- Paid medical/dental leaves
- Paid training hours
- Paid sick time
- Paid statutory holidays; and
- Paid annual vacation.

5.07

An employee who is granted a leave of absence from the Company's service shall not lose seniority thereby.

5.08

“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.

5.09

When application of seniority is required to determine priority between two or more employees for any entitlement under this Collective Agreement, their relative seniority shall be determined by a method of random selection mutually agreed upon between the Company and the Union.

## ARTICLE 6 - EMPLOYEE DEFINITIONS

### 6.01 Probationary Employee

- (a) All new employees entering the Company in a job covered by this Agreement shall be considered probationary for a period of six months and may be terminated during this period with one week's notice or pay in lieu of notice.
- (b) The probationary period may be extended by a further period of up to three months by mutual agreement between the Union and the Company. The Company will notify the employee in writing, with a copy to the Union, ten calendar days prior to the expiration of the probationary period in Article 6.01(a) above. The letter extending the probationary period will outline the duration and reasons for such extended probationary period.
- (c) The extended probationary period will be only to allow for further performance assessment, and therefore the Company may terminate the employee during this extended probationary period for reasons of inadequate performance only. All other provisions of the Collective Agreement, including the accrual of seniority, will apply.
- (d) All employees who post into a new classification will serve a trial period of 3 months. If unsuccessful in completing the trial period for performance reasons the employee will revert to their former position as will any backfill. The employee may choose to revert back to their former position within 3 months of posting into the new classification and any backfill in turn will revert to their former position

### 6.02 Full-Time Regular Employee (FTR)

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

### 6.03 Part-Time Regular Employee (PTR)

- (a) 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 Plan documents or as otherwise provided in this Agreement, the employee is entitled to all benefits set out in this Agreement.

- (b) 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.
- (c) A part-time regular employee shall be eligible to become a member of the COPE-FORTISBC Pension Plan on the first day of a month, not earlier than the effective date, at which time the employee
  - (i) has completed at least 24 months of continuous service in which he or she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
  - (ii) is actively at work.

Pension entitlement will be prorated on the basis of hours actually worked in a given period.

- (d) The Company shall not hire or use PTR employees to avoid the continuance, creation or filling of positions for or by PTR employees.

#### 6.04 Temporary Employee

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

- (a) Temporary employees may be hired without job posting for work of a temporary nature for a period of up to six months. Temporary jobs which are anticipated to last longer than six months will be posted. Work of a temporary nature shall include a specific project, work overload, seasonal peaks or replacement purposes (sick leave, maternity leave and other leaves of absence.) The Company will not be obligated to fill the position in which the successful bidder on the temporary job was the incumbent prior to being awarded the temporary job.
- (b) The Parties, by mutual agreement, may agree to a period in excess of that specified in Article 6.04(a) above.
- (c) Temporary employees will receive vacation pay in accordance with Article 18 and 12% in lieu of benefits.
- (d) Sick Leave, unpaid vacation time, and any other periods of paid absence, excluding Long Term Disability, will be prorated in accordance with time worked. In accordance with Article 20.03, Statutory Holidays will be prorated on the basis of hours actually worked to regular hours available for work in the month preceding the Statutory Holiday.
- (e) Temporary employees may be required to complete the temporary assignment for which they were hired prior to filling a job for which they were selected under Article 7 - Job Posting. The provisions of Article 7.05 will not apply during this period.
- (f) Upon accepting a regular position, a temporary employee will undergo probation as defined in Article 6.01. If a temporary employee has worked six consecutive months on a full-time basis in a temporary position immediately prior to accepting the same position on a regular basis, the Company shall waive the probationary period.
- (g) A temporary employee shall join the COPE-FortisBC Pension Plan on the first day of the month, not earlier than the effective date, at which time the employee:
  - (i) has completed at least 24 months of continuous service in which he/she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
  - (ii) is actively at work.Pension entitlement will be prorated on the basis of hours actually worked in a given period.
- (h) The Company shall not hire or use Temporary employees to avoid the continuance, creation or filling of positions for or by Regular employees.

## ARTICLE 7 - POSTING OF JOB VACANCIES

### 7.01

- (a) Except as otherwise provided in this Agreement, all vacancies which occur in regular and temporary jobs covered by this Agreement or developed in accordance with this Agreement, shall be bulletined for a minimum of 5 working days on all appropriate bulletin boards. The bulletin shall include all relevant information including duties, qualifications, wage scale and special conditions.
- (b) A Regular employee who is a successful applicant for a temporary job will return to his/her regular position when the temporary job is concluded.
- (c) The Company reserves the right to post internally and externally simultaneously.

### 7.02

Late applications from employees on sick leave, annual vacation, or other authorized leaves shall be considered provided the selection has not already been completed at the time of such application.

### 7.03

Applicants for job vacancies shall have their application acknowledged electronically and the name of the successful applicant shall be published on the intranet when the selection is made.

### 7.04

- (a) Preference in selection for vacant jobs within the bargaining unit shall be given to applicants in the bargaining unit who are regular or temporary employees, in that order, provided, in the opinion of the Company, they have the qualifications for the job concerned.  

Employees shall be selected on the basis of knowledge, ability and performance. Should more than one employee within the unit meet the above requirements, then preference shall be given to the senior employee.
- (b) If there are no applicants within the unit who meet all the above requirements, then the Company may, without re-posting, choose to select an applicant with less than the required qualifications provided that, where two or more employees are comparatively equal in qualifications, preference shall be given to the senior applicant.
- (c) If there are no applicants within the unit suitable for selection, then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire will not have less qualifications than was required of internal applicants.
- (d) The Company may invite a representative of the Union from the appropriate business unit to be present at job interviews for COPE 378 positions.
- (e) If a selection has not been made for a posted position within three 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.



7.05

The Company will endeavour to complete the selection procedure within 21 days of the job posting. A successful applicant for any job posting may be held in his present job for 45 calendar days from date of selection. Upon assumption of the new job or after 30 calendar days from the date of selection, whichever shall first occur, the employee will receive the appropriate salary adjustment for his new job. The above time limits may be extended by mutual agreement.

7.06

- (a) The Company will provide to the Councilor (Chief Job Steward) and the Union Office:
- (i) A copy of each current job posting as it is posted.
  - (ii) A letter which advises the final disposition of that posting.
- (b) The Company will make every effort to finalize all postings in an expeditious manner.

7.07

A copy of the letter of offer to new employees will be forwarded to the Union.

7.08

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

7.09

If in the opinion of the Joint Job Evaluation Committee a job is substantially modified it may be necessary to post it as a new position.

Such substantially modified positions will be posted unless, upon review of the incumbent's seniority, education, experience and skills, the parties mutually agree to waive the posting.

## ARTICLE 8 - NO DISCRIMINATION

### 8.01

The Company, in carrying out its obligations under this Agreement, shall not discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity, or age of that person or because that person has been convicted of a criminal or summary conviction that is unrelated to the employment or intended employment of that person or any other grounds under the BC Human Rights Act.

### 8.02

The Company and Union agree that there shall be no intimidation or discrimination against any employee by reason of his or her being an officer, councillor, representative, steward or member of the Union and there shall be no intimidation or discrimination on the part of any officer, councillor, representative, steward or member of the Union towards any employee of the Company by reason of he or she not being a member of the Union.

### 8.03 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 (Appendix D) shall apply.

### 8.04 Reporting Procedure

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

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

1. An employee who feels subject to harassment should make every effort to tell the offending party to stop such behavior, prior to proceeding with an informal or formal complaint.
2. If the problem is not resolved through discussion between the individuals concerned then the employee, or a Union Representative on behalf of the employee, may contact a Human Resources Advisor, who will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated, and the company will act to ensure that any improper conduct ceases immediately and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.

3. In the event the problem is not resolved under (2) above the Employee, or the Union on behalf of the Employee, may pursue other forms of redress.
4. No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

## ARTICLE 9 - CONTRACTING OUT

### 9.01

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

### 9.02 Work Done by Contractors

If it becomes necessary to consider contracting out work covered by Article 1.01, the Company will make every reasonable effort to advise the Union of the particulars at the earliest possible time, and in any event the Company will provide the Union with semi-annual updates of such particulars. The Union will be invited to provide input to and/or review all stages of the contracting out process.

(a) The Company and the Union agree to a joint process to review potential contracting out proposals. The Company and the Union will appoint 2 representatives. It will be the COPE 378 representative's responsibility to investigate all contracting out proposals prior to the contract being awarded. The COPE 378 representative will investigate items such as:

- the type and nature of work to be performed;
- the reason for contracting out, including reasons why the work (all or in part) cannot be performed internally by COPE members;
- the union status of the proposed contractor; and
- whether the contractor has exhibited previous problems or is in good standing at FortisBC.

Managers will be notified in writing by COPE378, with a copy to the appropriate Director, of safety or job quality concerns regarding current contractors.

In case of an emergency, the Company reserves the right to review the process with the COPE378 representative after the fact.

(b) Early consideration, following the COPE 378 representative's input, will be given to having the work performed by employees within the bargaining unit before contracting out such work. If the Company decides to contract out work, the work will be performed by an independent contractor.

## **ARTICLE 10 - STRIKES OR LOCKOUTS**

### **10.01**

The Company shall not cause or direct any lockout of employees during the life of this Agreement; and neither the Union, nor any officer, representative, steward or member of the Union shall in any way authorize, encourage or participate in any strike, walk-out, suspension of work or slow-down on the part of any employee or group of employees during the life of this Agreement.

## ARTICLE 11 - LAYOFF AND RECALL

### 11.01

When, in the opinion of the Company, it is necessary to reduce personnel, the Company will notify the Union immediately and invite them to cooperate in reducing inconvenience to any affected employee. The notice provided will include the anticipated effective date and the number and classifications or job titles of employees who may or will be displaced.

### 11.02

Layoffs within surplus job classifications shall be carried out in the following order at the headquarters and within the function involved:

- (a) Temporary employees will be released in the inverse order of seniority and without right of recall.
- (b) Regular employees without seniority rights shall be released next without right of recall.
- (c) Full time regular and part time regular employees will be released in inverse order of seniority.
- (d) Placement

The Company will first consider the placement of any affected employee(s) as follows:

- (i) To an equal job group vacancy within the same Headquarters. If the employee declines such equal job group vacancy within the Headquarters, the employee shall be terminated and eligible for severance pay as per Article 11.09.
- (ii) To an equal or lower job group vacancy within the Bargaining Unit. If the employee cannot be placed, or declines placement, they may exercise their rights to bump under Article 11.02 (e). In such instances, the Company will consider the suitability of the job to the employee and provide reasonable training. The Union will cooperate by waiving job postings.

#### (e) Bumping

Full-time regular and part-time regular employees may displace any less senior employee from any equal or lower salary job group or, if unable to exercise or bump within the Headquarters and function, any less senior employee within the Bargaining Unit, provided that he/she has the pre-requisite qualifications and/or experience to perform the normal duties of the job within 60 working days.

- (f) Should an employee who has exercised their bumping rights not be able to perform the normal duties of the new job as set out in Article 11.02 (e) within 60 working days, they shall be permitted to displace either the least senior full time or part time employee in an equal or lower job group within the Bargaining Unit and must be able to perform the new job within a period not to exceed 20 working days.
- (g) Employees displaced by Article 11.02 may in turn exercise their rights under that Article.

11.03

Written notice or pay in lieu of notice will be given to regular employees for layoffs in excess of 13 weeks. Notice will be one week per year of service with a minimum notice of four weeks and a maximum notice of eight weeks. A copy of such written notice will be sent to the Union.

11.04

Employees laid off shall be placed on a recall list for a period of three years. Employees on lay off will keep the Company informed, in writing, of any change in address. Twice annually, the Company will provide a copy of the recall list to the Union.

11.05

Employees who bumped into another position as a result of layoff procedures shall have first claim on filling their former position or a position substantially derived from it if such should become vacant within a period of three years from the bumping date. The job in such instances shall not be bulletined and the employee shall receive the salary which he would have attained assuming he or she had never been bumped from such job.

11.06

New employees will not be hired until laid off employees who have the pre-requisite qualifications and/or experience to perform the normal duties of the job are recalled in their order of seniority. Employees who are laid off and rehired in their original job will be given a salary on rehire which is equivalent to the salary which they would have received assuming they had not been laid off. Employees who are rehired into a different job shall receive a salary on recall which will equal their salary at the time of layoff except that such salary will not exceed the maximum or be less than the minimum salary for that job.

11.07

Notice of recall will be sent by Registered Mail to the last known address of all employees on the recall list. Should an employee change their address during the period of layoff, they will inform the Company of the change by Registered Mail. Such employees will have ten calendar days in which to respond in writing to accept or decline the position. The employee may decline recall to a lower level job and remain on the recall list. An employee who fails to respond to any notice of recall will be deemed to be terminated. The notice of recall will clearly state this requirement.

11.08

An employee on layoff who fails to respond and report to work on recall to a full-time job of a continuing nature of equal or higher salary grade at the same headquarters as that job from which he was laid off, shall be terminated by the Company. Such employee will then receive his full severance pay entitlement.

11.09

Should the Company lay off any employee due to a shortage of work, then those employees laid off will be eligible for a severance payment of 2 weeks pay per year of service at the employee's regular rate of pay. Employees may elect to receive their severance pay entitlement at any time during the recall period and in any event of the end of the recall period. Employees accepting the severance pay shall do so as final termination of employment with the Company and will no longer be eligible for any recall rights under the Collective Agreement.

Termination of employment for reasons other than those stated above (i.e. quits or discharge for cause) are not to be construed as layoff.



## **ARTICLE 12 – TRANSFER, TERMINATION AND DISCIPLINE**

### 12.01

An employee may apply for a transfer to a position of another classification within the same job group. Applications for such transfer shall be made upon request of the employee and will be at the discretion of the Company. Any employee so transferred shall receive the same salary as in his former position.

### 12.02

- (a) Employees may be dismissed for just and reasonable cause without notice. The burden of proof of just cause shall rest with the Company. The Company shall immediately notify the Union and the Chief Job Steward 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.
- (b) The Company shall advise an employee in writing of any disciplinary action and the reasons in full for such action, at the time of taking any such action. The Company shall also promptly provide the Union and the Chief Job Steward with a copy of each such disciplinary notice.

### 12.03

Employees who have completed their probationary period may be terminated for inadequate performance. However, prior thereto, the Company will provide a written notice to the employee with a copy to the Union and the Chief Job Steward outlining the inadequacies and employees will be given a period of up to three months from the date of such notice during which the employee and the supervisor will endeavour to raise the employee's performance to an adequate level. This period will not be less than three months unless otherwise mutually agreed.

### 12.04

When a Company representative discusses discipline, discharge or termination with any employee a representative of the Union must be present.

### 12.05

An employee shall have the right to refuse to participate or to continue to participate in any interaction with the Company, or any person acting on behalf of the Company, which he or she believes ought to be subject to Union representation and such Union representation is not present. An employee who exercises this right of “non-participation” shall not suffer any prejudice, penalty, discipline or other adversity as a result.

### 12.06 Personnel Files

- (a) A personnel file shall be maintained by the Company for each employee in the bargaining unit. With the exception of payroll records, such file shall contain all records, reports and other documentation concerning the employee's employment and work performance.
- (b) No negative comment or report about any employee shall be placed in any personnel file until the employee concerned is first given a copy of the information.
- (c) Upon request by the employee to Human Resources any negative comment or report may be removed from the employee's personnel file 12 months after being written.

#### 12.07 Performance Assessments

- (a) Written performance assessments shall only be used by the Company as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement. An employee shall be given sufficient opportunity to read, review and discuss any such performance assessment. The employee may sign the assessment, which act shall only indicate completion of the assessment, and may write a rebuttal which must also become part of the employee's file.
- (b) A performance assessment which the employee concerned believes is unfair, unreasonable and/or which contains incorrect information shall be subject to revision through the grievance procedure.

#### 12.08 Working Outside the Bargaining Unit

- (a) An employee who accepts a temporary position to an excluded position with the Company outside of the bargaining unit shall accrue seniority for a period not to exceed eighteen (18) consecutive months from the date of commencement of such work. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement. An employee choosing to return to the bargaining unit will return to their most recently held position within the bargaining unit. An employee shall only have the right to accrue seniority while working outside the bargaining unit one (1) time in any eighteen (18) consecutive month period. It is understood that employees will pay Union dues during this period.
- (b) COPE members who are successful applicants on jobs in another Company Bargaining Unit retain their seniority for a period of two years from the date of leaving the COPE bargaining unit for the sole purpose of applying on future COPE job bulletins.

## **ARTICLE 13 - TECHNOLOGICAL AND PROCEDURAL CHANGE**

### 13.01

The Company will provide the Union with as much notice as possible prior to introducing automation or new equipment or procedures which will result in the displacement or downgrading of any employee(s) covered by this Agreement.

### 13.02

Employees becoming redundant due to new equipment or procedures shall be eligible for re-training providing that they have the necessary basic education and attributes to absorb such training, to equip them for the operation of such new equipment or procedure. The Company will provide such re-training without loss of pay to the affected employees.

### 13.03

- (a) In cases where an employee is not trainable for the operation of new equipment or procedures, or whose position becomes redundant, the provisions of Article 11.02 will apply. In the event the employee cannot be retrained, placed, is unable or elects not to exercise their bumping rights, he/she will receive one month minimum notice of layoff prior to being placed on the recall list. Notice is deemed to have been given at the time the employee is formally notified that his or her job is redundant. Severance pay will be in accordance with Article 11.
- (b) The application and order of the procedures under the above will be applied in respect of any employee who subsequently becomes affected by another employee exercising their rights as a result of technological and procedural change.

### 13.04

Temporary employees and employees serving their probationary period have no rights under this Article.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### 14.01

Compassionate leave of absence of three days with pay will be granted an employee, upon application, in the event of the death of a spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild or grandparent of the employee. Additional compassionate or other leave with pay may be granted at the discretion of the Company by application to the Human Resources Department.

### 14.02

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

### 14.03

Employees who wish to run for public office will be granted leave of absence without pay on request, and may continue to participate in the Company's welfare and pension plans provided the total cost of such plans are borne by the employee.

### 14.04

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

### 14.05

Subject to Company approval, employees may be granted other leaves of absence without pay, including leave to attend an educational institution, subject to the provisions of Article 14.03 in respect of participation in the Company's welfare and pension plans.

### 14.06

- (a) The Maternity Leave provisions contained in the Province of British Columbia Employment Standards Act in effect on May 1, 2006 will apply.
- (b) Employees who are on maternity leave and who have given birth to a child shall receive a six-week Maternity top-up to E.I. benefits as follows:
  - (i) During the first six weeks of maternity leave the Company will pay a bi-weekly amount which, together with E.I. maternity benefits, will bring the employee's gross earnings up to 100% of pre-leave earnings in accordance with Appendix "B" and the Rate Calculation Period as defined in the Employment Insurance Act.

- (ii) The Company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the Company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances – in other words, an employee is not entitled to a greater "sick leave" benefit under this Article than she would be for any other disability.
- (iii) Payment of the top-up (following the two-week E.I. waiting period) is subject to the employee submitting proof of receipt of E.I. benefits during the applicable period.
- (iv) If a medically-substantiated illness or injury related to pregnancy or childbirth continues past the six week period, the employee may be eligible for a continuance of payments through the Maternity Top-Up Plan up to the limit of the employee's sick leave entitlements in accordance with Article 16.
- (v) The disability-related portion of the maternity leave is considered part of the term of maternity leave.

#### 14.07

The Parental Leave provisions contained in the Province of British Columbia Employment Standards Act in effect on May 1, 2006 will apply.

#### 14.08

- (a) A regular employee who terminates by not returning to work following maternity leave or a combination of maternity and parental leave, in accordance with Article 14.06 and 14.07, may obtain the right to apply for job bulletins.
- (b) In order to qualify for the right to apply for job bulletins, the employee must advise the Company of her decision to resign not later than 12 weeks from the commencement of her leave of absence as per Article 14.06. The Company may immediately proceed to fill the resultant job vacancy on a permanent basis.
- (c) The right to apply for job bulletins will be in effect for two years from the commencement of the employee's leave. The employee's seniority will continue to accrue to the date of her resignation and will bridge to her return to work date should she be the successful applicant in a job competition. The employee must be available to return to work within 30 days of notification of being the successful applicant in a job competition. Otherwise, the supervisor may consider her to have withdrawn from the competition.

#### 14.09 Leaves of Absence - Education

Employees may be granted leave of absence without pay upon request for the purpose of attending full-time studies at a recognized educational institution, under the following conditions:

- (a) The employee must provide their Manager written notice at least 4 calendar months prior to the commencement date of the desired leave;

- (b) The Company may recruit for a temporary replacement pursuant to Article 6 , for the period of the employee's absence. In the event the Educational Leave of Absence is expected to extend beyond 18 months, 6.04 (a) will not apply to the temporary replacement. The employee's leave shall commence on the day specified by the notice above whether or not a replacement has been recruited;
- (c) By notifying the Company in writing, the employee shall make themselves available for work within one calendar month of the end of the requested time, Educational Leaves of Absence will not exceed four years;
- (d) The above time limit may be extended by mutual agreement between the employee and the Company. If the time limit is not extended and the employee does not make themselves available for work within the time limit, the employee shall be presumed to have terminated on the last day of the time requested;
- (e) The employee shall not lose seniority as a result of the absence and shall not accrue seniority during the period of absence; and
- (f) The employee may elect to remain covered by any of the benefit plans of Article 17 and 31 (subject to the rules of the Pension plan document), provided the total costs of such plans are borne by the employee.
- (g) Employees must reapply on an annual basis to renew their leave. The Company will not unreasonably deny the employee's annual reapplication during his or her Education Leave of Absence.

## **ARTICLE 15 - HOURS OF WORK, DAYWORKERS AND EDO TIME**

### 15.01 Workday

- (a) Full-time Regular employees (FTR) shall work 8 hours per scheduled working day. The starting time of the workday shall be 8:00 a.m. Hours of work shall be posted at each headquarters. Variations in the starting time between the hours of 7:00 a.m. and 10:00 a.m. may be made without penalty for the efficiency of operations.
- (b) Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule, but will not work more than 60 hours per bi-weekly pay period except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status. Part Time Regular (PTR) employees will be scheduled for a minimum of four hours per shift and a minimum of 24 hours bi-weekly.  
  
Hours in addition to those previously scheduled will be offered on the following basis:
  - (i) PTR Employees currently on shift will be given first right of refusal in order of seniority, then
  - (ii) All other PTR Employees in order of seniority.
- (c) Temporary employees working full-time hours shall work 7½ hours per scheduled working day. The hours of work for Temporary employees working part-time hours shall be in accordance with Article 15.01 (b). After PTR employees, Temporary employees will be offered, in order of seniority, any available hours of work.
- (d) The workday will be broken by a ½ hour unpaid meal break at or near the midpoint of the workday. There is no unpaid meal break for 4 hour shifts.
- (e) Two relief periods of 10 minutes each shall be permitted in each workday, to be taken at or near the midpoint of each shift before and after the meal break. Such relief periods shall be considered as time worked. One relief period of 10 minutes shall be permitted for shifts less than six hours.

### 15.02 Workweek

- (a) The workweek for all Full-time Regular employees and Temporary Employees working full-time hours will be Monday to Friday. Full-time Regular employees shall bank ½ hour for each 8 hour day worked to average a 37 1/2 hour work week.
- (b) The workweek for all Part-time Regular employees and Temporary employees working part-time hours will be Monday to Friday, unless provided otherwise in this Collective Agreement.

### 15.03 Short Term Shift Assignment

- (a) Where, in order to overcome immediate, short-term operational or personnel difficulties, it is necessary to schedule a normal dayshift worker to shiftwork, the provisions of Article 28.01, 28.02 and 28.08 shall not apply. Where a short change occurs, the provisions of Article 29.01 shall apply and in all other cases the provisions of Article 28.06 will apply.
- (b) An employee assigned to short-term shiftwork under the provisions of Article 15.03(a) shall not be assigned to shiftwork more frequently than four times annually. Further, the aggregate short-term shift assignments shall not exceed 12 working days annually.

15.04 Administration of Earned Days Off (EDO) Program

- (a) Entitlement to EDO Days is restricted to
  - (i) Full-time Regular employees, and
  - (ii) Part-time Regular employees where part-time work is based on 5 days per work week with a minimum schedule of 20 hours per work week.
- (b)
  - (i) Full-time Regular Employees will bank time for EDO Days in accordance with Article 15.02
  - (ii) For Part-Time Regular Employees, fifteen minutes of each day worked will be placed in the Employee's EDO day bank.
  - (iii) Notwithstanding, 15.04(b) (ii), where a part time regular employee is covering a full time position on a temporary basis, they will be eligible for EDO's in accordance with Article 15.02(a).
- (c) EDO days shall be scheduled by mutual agreement between the Employee and the manager. Where scheduling conflicts occur with departmental requirements or in single person district operations, other scheduling agreeable to the affected employee shall occur.
- (d) Any time banked for EDO days that is not taken or scheduled to be taken by December 31<sup>st</sup> of each year will be paid out by the second pay period of the following year.
- (e) It may be necessary for an employee to be assigned to relieve an employee absent on an EDO day or EDO days. Temporary promotion adjustments as set out in Article 23.05(b) will not apply.
- (f) The provisions of 15.01(a), 15.02 and 15.04 shall also apply to employees assigned to shift work under Article 28.04.



**ARTICLE 16 - SICK LEAVE AND LONG TERM DISABILITY**

**Basic Sick Leave Plan**

16.01

An employee becomes eligible for paid Basic Sick Leave Benefits commencing with the date of hire.

16.02

Employees who are unable to work as a result of illness or accident will be eligible to receive the following benefits:

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

16.03

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**

16.04

An employee becomes eligible for Long Term Disability protection following three months continuous service.

16.05

Long Term Disability Benefits commence after Basic Sick Leave Plan Benefits have expired. The benefit amount is as per Article 17.

16.06 Benefit Period:

<b>Service with the Company</b>	<b>Length of Benefit</b>
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 years	8 years
5 years or more	Until normal retirement

16.07 General

The full cost of sick leave is borne by the Company. The full cost of LTD base level option 1 is borne by the Company.

16.08

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

16.09

Employees are not eligible for coverage under the above Plans in the following cases:

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

16.10

For purposes of this Article, the following definitions apply:

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

16.11

(a) **Medical Certificates**

(i) At the request of the Company, employees will provide satisfactory medical certification substantiating any disability extending beyond five working days. In all cases where an employee has been absent, under either Plan, for a period in excess of one month, he or she must provide medical certification of his or her fitness to return to work.

(ii) The Company will pay the doctor's fees for completion of documents related to medical certification required in (i) above.

(b) **Formerly WKP-OTEU 83-2 – Sick Leave Abuse**

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 Doctor's certificate for any absence on sick leave. Furthermore, the Company may, at its discretion, require employees to undergo a medical examination by a physician of the Company's choosing.

(c) **Formerly FBCE LOU 22 – LTD Employees Returning to Work**

(i) The Company may post a vacancy created by a regular employee on approved sick leave where the medical information on record is inconclusive as to the ability to return to work after a reasonable period of time.

(ii) When employees return from a period of sickness or disability after their position has been filled, the Company will attempt to place them in a regular position for which they are qualified, subject to the agreement of the Union. The position will be at the same salary level, or as near as possible to the employee's previous rate.

(iii) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into their previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date Long Term Disability payments became effective.

- (iv) If their previously held position is occupied by a more senior employee, the employee will be entitled to exercise their bumping options and/or layoff to recall protection pursuant to Article 11.
- (v) If the employee returns after more than two years from the date Long Term Disability payments became effective and there are no placement options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 11.

### **Medical / Dental Appointments**

#### 16.12

Wherever possible, employees shall schedule medical and dental appointments outside of normal working hours. Regular employees who go for medical and dental appointments will not have any such time deducted from their sick leave or their pay where the period of absence from work is two hours or less. Medical and dental appointments requiring an absence from work beyond two hours will result in the excess over two hours being deducted from sick leave or from pay (if paid sick leave is exhausted). Managers at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.

- (b) The Union agrees that employees should cooperate with their Manager by providing as much notice as they can of pending medical and dental appointments; this is to facilitate replacement staff and scheduling of work. Furthermore, the Union will encourage its members to make every effort to schedule their appointments on EDO days, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.

## **ARTICLE 17 - FLEX BENEFITS PROGRAM**

### **17.01 Eligibility**

Full Time Regular employees and Part Time employees working a minimum of 18.75 hrs per week and /or total of 37.5 hrs bi-weekly shall be eligible to participate in the Benefit Plan (Article 17.04). Part time employees hired prior to October 18, 2012, will be grandfathered with full-time equivalent benefits and will be eligible to participate in the Retiree Benefit Plan. Temporary employees receive payment in lieu of all benefits consistent with Articles 6.03 and 6.04.

### **17.02 General**

- (a) Effective March 1, 2013 a New FLEX Benefits Program shall be implemented. As per the Article 17.04 – New Flex Benefits Summary.
- (b) Details are as per the attached New Flex Benefits Summary. The base option for Extended Flex Benefits shall be Option 4.
- (c) The cap on Company funding for this Flex Benefits Program will be 8.3%. This cap will be applied to total base payroll 2 years in arrears to yield the Company's benefit funding level for the current year (eg. 2012 base payroll x Cap % = 2014 Company funding).
- (d) In the first pay period of the calendar year, as part of the Flex Benefits Program, employees shall be credited with a 2% of base pay power credit which may, at the employee's option, be taken as Paid Days Off (PDO's) (@ 0.4% per day) or converted to a Health Spending Account (HSA), Group RRSP, cash, or applied to purchase benefits, in any combination not exceeding the 2% entitlement.
  - 1. In November of each year, if an employee chooses not to make an election, the unused power credit will be paid out as cash.
  - 2. Cash and Group RRSP contributions shall be credited on a per pay period basis (24 pay periods).
  - 3. HSA shall be credited at the beginning of the calendar year.
  - 4. Elected PDO time is credited at the beginning of the calendar year, and shall be prorated for employees who leave the Company during the same calendar year.
  - 5. PDOs will be scheduled by mutual agreement between the employee and the manager. A maximum of 5 PDO days may be taken in the calendar year. Any PDO days not taken or scheduled to be taken by December 31st of each year will be paid out by the second pay period of the following year.
- (e) For purposes of determining an employee's group life insurance coverage, "annual earnings" shall be computed annually based on salary scales in effect on November 1st prior to the plan year. "Annual earnings" for eligible new employees will be calculated effective the date of employment or date of status/affiliation transfer.
- (f) An employee receiving Long Term Disability (LTD) benefits under Article 16 shall remain covered for the Life Insurance coverage in effect immediately prior to the disability.
- (g) The LTD Plan is subject to terms and conditions of the Contract with the Underwriter.
- (h) It is understood that the LTD Plan may be altered or amended from time to time to reflect changes made under Article 16.

- (i) 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.
- (j) An employee on leave of absence without pay, for reasons other than sick leave or maternity leave for a period of 15 days or more in any calendar month is required to reimburse the whole cost of Flex Benefit Plan as outlined in Article 17.02 above in respect of that month.
- (k) The Company will provide the Union with a copy of each Benefit Plan contract and any amendments made to such contracts.

17.03 Change in Benefits Carrier

The Company will ensure that employees shall suffer no loss or reduction of benefits coverage as a result of a change in carrier(s) of the Benefit Plan(s).

17.04 New Flex Benefits Summary

The below details the New Flexible Benefits Plan effective March 1, 2013:

<b>MSP</b>	
Funded	Flex Credit or Payroll Deductions = FTR 100% & 50% PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly)
Taxable	Depends on payment method, not taxable if paid by payroll deductions, taxable if paid by flex credits
Opt Out	Employees can opt out if covered under another plan. Portion of flex credits are credited back to the employee to use elsewhere.
Employee Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible
Dependent Eligibility	Spouse and Children (to age 19 or full time students to age 25)
Waiting Period	1st of the month following date of hire
<b>EXTENDED HEALTH CARE</b>	
Funded	Flex Credit or Payroll Deductions = FTR 100% & 50% PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) of Base Option
Opt Out	Employees can opt out. Portion of flex credits are credited back to the employee to use elsewhere.
Employee Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible
Dependent Eligibility	Spouse and Children (to age 19 or full time students to age 25)

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4 - Base Option</u>
Deductible	N/A	\$100	\$0	\$0
Lifetime Maximum	N/A	\$500,000	\$1 Million	\$1 Million
Co-insurance	N/A	60%	80%	100%
<u>Prescription Drugs</u>				
Pay Direct Card	N/A	Yes	Yes	Yes
Formulary	N/A	LCA	LCA	LCA
Dispensing Fee Cap.	N/A	\$9.50	\$9.50	\$9.50
<u>Life Style Drugs</u> (Oral Contraceptives, Anti-Obesity, Smoking Cessation, Fertility Drugs, and Erectile Dysfunction)	N/A	Oral Contraceptives and Anti-Obesity Only	Yes	Yes
Annual Drug Max.	No	No	No	No
<u>Paramedical Practitioners</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4 - Base Option</u>
Acupuncturist	N/A	N/A	\$250	\$400
Podiatrist	N/A	N/A	\$250	\$400
Psychologist	N/A	N/A	\$250	\$400
Speech Language	N/A	N/A	\$250	\$400
Pathologist	N/A	N/A	\$250	\$400
Chiropractor	N/A	N/A	\$250	\$400
Naturopath	N/A	N/A	\$250	\$400
Physiotherapist	N/A	N/A	\$250	\$400
Massage Therapist	N/A	N/A	\$250	\$400
Dietician	N/A	N/A	\$250	\$400
Osteopath	N/A	N/A	\$250	\$400
Chiropodist	N/A	N/A	\$250	\$400
Private Duty Nursing	N/A	\$25,000 LTM	\$25,000 LTM	\$25,000 LTM
<u>Standard Durable Medical Equipment</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4 - Base Option</u>
Lifetime Maximum	N/A	Subject to overall EHC Lifetime Maximum	Subject to overall EHC Lifetime Maximum	Subject to overall EHC Lifetime Maximum
<u>Medical Aids and Supplies</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4 - Base Option</u>
Hearing Aids	N/A	Dep. child only to a maximum of \$500 / 5 calendar years	\$500/5 yrs	\$500/5 yrs
Orthopedic Shoes / Orthotica	N/A	N/A	Combined annual max. of \$400 Adult \$200 Child \$200/ 24 mths	Combined annual max. of \$500 Adult \$300 Child \$400 / 24 mths
Wigs & Hairpieces	N/A	\$600 LTM	\$600 LTM	\$600 LTM

<u>Vision Care</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4 - Base Option</u>
Eye Glasses/Contact Lenses	N/A	No	\$150/24 Mths	\$250/24 Mths
Eye Exams	N/A	No	\$100/24 Mths	\$100/24 Mths
Hospital – Semi Private Room	N/A	Yes	Yes	Yes
Emergency Ambulance	N/A	Yes	Yes	Yes
Out of Province	Covered under the Travel Care Program			
<b>GROUP LIFE INSURANCE</b>				
Funded	100% of the cost of Basic and Voluntary Life provided via flex credits			
Employee Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible			
Waiting Period	Date of Hire			
Basic Life Insurance	1 x Annual Salary			
Opt Out	No - Mandatory			
Voluntary Life	1 x Annual Salary			
Opt Out	Yes – excess credits funded to employee			
Employee Optional Life	Units of \$50,000, Maximum \$750,000			
Spouse Optional Life	Units of \$50,000, Maximum \$750,000			
Child Optional Life	\$10,000			
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>				
Employee Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible			
Waiting Period	Date of Hire Optional			
Employee Accidental Death & Dismemberment	Units \$50,000, Maximum \$500,000			
Spousal Accidental Death & Dismemberment	Spouse under the age of 70 Units \$50,000, Maximum \$500,000			
Child Accidental Death & Dismemberment	Children to age 19 or full time students to age 25 \$10,000			

<b>DENTAL</b>				
Funded	Flex Credit or Payroll Deductions = FTR 100% & 50% PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) of Base Option			
Opt Out	Employees can opt out. Portion of flex credits are credited back to the employee to use elsewhere.			
Employee Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible			
Dependent Eligibility	Spouse and Children (to age 19 or full time students to age 25)			
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3 - Base Option</u>	<u>Option 4</u>
Deductible	N/A	No	No	No
Plan A - Basic Preventative & Restorative Services	N/A	60%	90%	100%
Plan A - Endodontic & Periodontic Services	N/A	60%	90%	100%
Plan B - Major Restorative - Crown, Dentures	N/A	50%	70%	80%
Plan C - Orthodontics	N/A	N/A	50%	60%
Maximums				
Plan A & B (Annual)	N/A	\$1,500	\$2,500	\$3,000
Plan C (Lifetime)	N/A	N/A	\$3,000	\$3,500
<b>LONG TERM DISABILITY</b>				
Funded	Company Paid (Option 1 - Base Option)			
Opt Out	Must take one of four options (except TMP receives Option 1 – Base Option)			
Eligibility	Eligibility per Article 16 FTR, PTR & TMP			
Waiting Period	Following 3 months of continuous hire			
Indexing	Optional –5% Maximum			
	<u>Option 1 - Base Option</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Coverage	70% Taxable	60% non-Taxable	70% Indexed-Taxable	60% Indexed-non-Taxable
Maximum	\$15,000 Monthly			
<b>PAID SICK LEAVE ALLOWANCE</b>				
Funded	100% Company Paid with eligibility as per Article 16			
Eligibility	FTR, PTR & TMP			
Waiting Period	Date of hire			
Coverage	100% or 2/3 <sup>rd</sup> s of earnings up to 26 weeks while ill or injured Percentage of coverage varies depending on years of service			



<b>TRAVEL CARE</b>	
Funded	100% Company Paid
Eligibility	FTR & PTR (working a minimum of 18.75 hrs per week and/or total of 37.5 hrs bi-weekly) TMP – ineligible
Dependent Eligibility	Spouse plus dependent children. Children up to the age of 19 or up to the age of 25 if full time student, or any age if disabled.
Deductible	No
Coverage	100% Eligible Emergency Medical Expenses to a lifetime maximum of \$1,000,000
<b>BUSINESS TRAVEL ACCIDENT INSURANCE</b>	
Funded	100% Company Paid
Eligibility	All Employees
Waiting Period	Date of Hire
Coverage	3 X Annual Salary
<b>HEALTH CARE SPENDING ACCOUNT</b>	
	Employees may direct excess flex credits towards a Health Spending Account. Employees will have two years to spend funds allocated to their HSA

17.05 Retiree Benefits

Eligible employees who retire during the term of this collective agreement will receive retiree benefits per the 2006 to 2011 collective agreement as amended in the Memorandum of Agreement signed by the Parties on October 18, 2012. These Plan details will be posted on the Company electronic information site. The Parties agree that the terms of the retiree benefits will be renegotiated upon the expiry of this agreement.

**ARTICLE 18 - ANNUAL VACATIONS**

Effective January 1<sup>st</sup>, 2006, regular employees will be granted annual vacation entitlements as provided below.

18.01 Year of Hire Vacation Entitlement

For new employees, from their date of hire, 3 weeks' annual vacation will be granted on a pro-rated basis in their year of hire.

18.02 Annual Vacation Entitlements

Employees will be granted vacations based on service at the previous December 31<sup>st</sup> as follows:

1 through 6	3 weeks
7 through 16 years	4 weeks
17 through 24 years	5 weeks
25 through 29 years	6 weeks
30 or more	7 weeks

18.03

Vacations may be taken in weekly blocks but normally at least two weeks of the year's entitlement must be taken as a continuous period. Employees will select vacation periods in order of seniority. However, only one vacation period will be selected by seniority until all employees in a Department or Office have selected one period. Subsequently, all employees in the Department or Office having additional vacation shall select in order of seniority for a second vacation period and again for additional periods until all vacations have been chosen.

18.04

For purposes of this Article, a week of vacation shall constitute 37 1/2 hours.

18.05

Vacation pay shall be based upon an employee's regular base salary rate in effect on the day preceding a paid vacation or, depending upon the vacation entitlement, 4% (2 weeks), 6% (3 weeks), 8% (4 weeks), 10% (5 weeks), 12% (6 weeks) or 14% (7 weeks) of actual gross earnings during a calendar year, whichever is the greater. Adjustments in respect to vacation pay shall be made by April 1 of the following year or upon termination.

The additional annual vacation days in article 18.06 will factor into the calculation based on an employee's current % for the annual vacation payout adjustment.

18.06

In the year prior to becoming entitled to four, five or six weeks' annual vacation, an employee shall receive an increased annual vacation based on the date his/her service anniversary occurs in that year, as follows:

<b>Service Anniversary Date (both dates inclusive)</b>	<b>Additional Annual Vacation</b>
January 1 to March 14	5 work days
March 15 to May 26	4 work days
May 27 to August 7	3 work days
August 8 to October 19	2 work days
October 20 to December 31	1 work day

18.07

Where an accumulation of absences exceed six months in a calendar year due to sick leave, long term disability or Workers' Compensation injury, vacation entitlement in the following calendar year will be reduced by 1/6 for each full month of absence in excess of six months.

During the year an employee is away due to illness where their vacation entitlement would be reduced in accordance with Article 18.07 or 18.08, the employee may elect to:

- (a) Carry over enough regular vacation days to a maximum of their following year entitlement, to bring them to a full vacation entitlement year, or
- (b) Elect to have the current regular vacation balance paid out at the current year end.

18.08

For absences other than those specified in Article 18.07 above:

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

18.09

An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to his supervisor postpone such vacation provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year.

18.10

An employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to his supervisor, be removed from vacation and placed on sick leave as eligible under "Article 16" provided that mutual agreement can be reached to reschedule such vacation within the same calendar year. Vacations postponed due to accident or sickness during the month of December may be rescheduled during the first quarter of the following year. In either case, sickness or accident must be proved by a doctor's certificate. Sickness or accident of less than five consecutive working days duration shall not be considered under this marginal paragraph.

18.11

Employees who have taken their annual vacation entitlement and subsequently leave the Company's service part way through the year will not be required to reimburse the Company for any portion of that year's annual vacation already taken.

## **ARTICLE 19 - SPECIAL VACATION**

### **19.01 Eligibility**

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

### **19.02 Conditions Governing Special Vacations**

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

**ARTICLE 20 - HOLIDAYS**

20.01

The following statutory holidays shall be recognized by the Company:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

In addition, each employee, after a total of 120 days of continuous service after hire, shall twice in each year be entitled to a Floating Statutory Holiday. These holidays will be scheduled at the mutual convenience of the Company and the employee. Unused Floating Statutory Holidays will be paid out by the second pay period of the following calendar year.

20.02

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

20.03

Statutory holiday pay for part-time regular or temporary employees shall be paid in accordance with Article 6.

20.04

An employee will receive normal straight time earnings for any holiday described in 20.01 provided that on the working day immediately before and the working day immediately after the holiday he or she was at work, on sick leave, on vacation or an an approved leave of absence.

## ARTICLE 21 - OVERTIME

### 21.01

Overtime must be specifically authorized by the supervisor in order for such overtime to be compensated.

### 21.02

Overtime shall be assigned, on an equitable basis where practical, to all employees within an office or department who are qualified to perform the work.

### 21.03

Work in excess of the normal hours of work as defined in Article 15 and Article 28 will receive payment at 200% of the employee's hourly rate for all overtime worked.

### 21.04

Employees who are called in to work on a scheduled day off or who are called back to work on a regular working day shall receive a minimum of two hours' pay at 200% of base hourly rate. All subsequent time will be paid at 200% of base hourly rate.

### 21.05

- (a) Employees who perform overtime work, as a continuation of a regular shift, for a period of two hours shall be entitled to a meal period. Such employees will be paid 1/2 hour at the prevailing overtime rate for such meal period. Where it is not practical to provide a meal, or where the employee elects not to have a meal, they shall instead receive 3/4 of one hour's pay at the prevailing overtime rate. An additional meal period, with pay of 1/2 hour at the prevailing overtime rate shall be allowed for each additional four hours of overtime work.
- (b) Employees performing overtime, which had been previously scheduled, on a regularly scheduled day off, during hours which correspond to their normal hours of work shall not be entitled to paid meal periods unless such overtime extends more than two hours beyond their normal quit time.
- (c) Employees who are called in to work on a scheduled day off or who are called back to work on a regular work day shall be entitled to a meal period after each four hour period of work. Such employee will be paid 1/2 hour at the prevailing overtime rate for any such meal period.
- (d) The Company shall provide a meal or reimburse the employee for receipted meal expenses when such employee qualifies under (a), (b) or (c) above.

### 21.06

Where an employee is required to work unscheduled overtime, the Company will, at the request of the employee, provide or pay reasonable costs for alternative transportation provided that the employee's normal means of transportation is not available.

### 21.07

Employees who perform overtime work under the provisions of Article 21.04 shall be compensated at 200% of base hourly rate for travel to and from the place of work, commencing when the employee leaves for the job site and terminating when the employee arrives home.

21.08

Where overtime work is performed under Article 21.03, an employee will be paid for a minimum of 1/2 hour. Time worked beyond the first 1/2 hour will be recorded to the next higher 1/4 hour.

21.09

- (a) At the employee's request, the Company shall withhold from the proceeds of the employee's pay, the overtime earnings. At a time mutually convenient to the employee and the Company, the employee may take time off with pay, to the extent his accumulated overtime permits.
- (b) Banked overtime in excess of 80 hours will be paid out on the first pay in April and the first pay in November at the employee's current rate.
- (c) 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) Employees will be allowed the option of placing this accumulated overtime into a pre-retirement account. Overtime accumulated in this account will be used immediately prior to entering pension status at FortisBC. Other access to this account will be limited to those employees who sever their employment relationship with the Company, or wish to utilize a one time per year lump sum contribution to RRSP accounts. Any other special consideration must be approved by the Manager, Human Resources.

## ARTICLE 22 - MOVING AND TRAVELLING ENTITLEMENTS

### 22.01 Headquarters

Each employee will have an established headquarters which will be the location where the 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.

### 22.02 General Provision - Transportation

Unless otherwise specifically limited below, employees who are required to travel on Company business will be provided with transportation by the Company at no cost to the employee.

### 22.03 Travel

#### (a) Travel – Company Business

The Company will pay the equivalent of economy air fare for air travel, and for other forms of travel will pay appropriate costs plus sleeping accommodation where required for employees traveling on Company business. All time spent traveling and waiting for connections for public transportation will be paid as time worked except that when an employee is provided with accommodation at his place of departure such pay shall not start until the employee is required to depart his place accommodation to catch the scheduled transportation. Pay for travel time on a day on which no work is performed will be limited to a day's pay at the prevailing straight time rate, unless the travel occurs on their day of rest or during non-working hours, which will be compensated at 200% of the base hourly rate to a maximum of 7 ½ hours.

#### (b) Travel – Training

Employees who travel on their day of rest or during non-working hours for work related training will be eligible for travel time pay to a maximum of 7 ½ hours at the prevailing straight time pay.

### 22.04 Travel - Involving No Change in Lodging

Employees who are required to report to a temporary headquarters which does not involve any change in lodging will be reimbursed for additional transportation cost incurred or be provided with transportation by the Company and will travel on Company time.

### 22.05 Personal Vehicles

Employees who elect and who are permitted by the Company to use their personal vehicles in lieu of transportation supplied by the Company shall receive mileage reimbursement as per the CRA.

### 22.06 Expense Claims

The CRA rules regarding taxable vs. non-taxable benefits apply to Article 22.06

- (a) Employees traveling on Company business or working away from their established headquarters will be reimbursed for reasonable expenses, as set out below, by submitting the appropriate Company form:
  - (i) Accommodation expenses for which receipts are required.
  - (ii) Meal expenses will include actual expenses incurred for all meals and gratuities. Receipts are required.



- (iii) Personal vehicle mileage expenses subject to Article 22.05 and other travel expenses, which will include taxis and parking.
- (iv) Miscellaneous expenses where incurred will include telephone, laundry, valet, and any other reasonable expense. Any one item in excess of \$15 will be explained and supported by receipts.
- (b) At the request of the employee, the Company shall instead of the provisions of Article 22.06 (a) (i) (ii) and (iv) above, pay an allowance to cover his increased expenses of \$100 per overnight stay for the period the employee is traveling on Company business or working away from his established headquarters.
- (c) At the request of the employee, the Company shall instead of the provisions of Article 22.06 (a) (ii) and (iv) (including the \$15 per night miscellaneous) pay an allowance of \$65 per overnight stay.
- (d) Expenses incurred while on Company business in the USA shall be reimbursed in American funds.

<u>Option A</u>	<u>All expenses paid by the Company (with supporting receipts) plus up to a maximum of \$15 per night for miscellaneous expenses (not supported by receipts).</u>
<u>Option B</u>	<u>\$100 per day per overnight stay.</u>
<u>Option C</u>	<u>Company pays all expenses other than meals (with supporting receipts) and \$65 per overnight stay for required meals (\$15 breakfast, \$20 lunch and \$30 dinner).</u>

22.07 Moving Expenses

Full-time regular employees will be reimbursed for moving expenses when the employee's established headquarters is changed for reasons set out in Article 22.07(a) or 22.07(b).

Moving expenses will be paid in accordance with Article 22.08(a) (full expenses) or 22.08(b) (limited expenses) when all of the following conditions have been met:

- (i) The employee must be moving from, and to, a full-time regular position; and
- (ii) The employee must actually incur a change in residence; and
- (iii) The new headquarters must be further from the original residence than was the previous headquarters; and
- (iv) The new headquarters must be more than 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 employee must initiate his move to the new residence within three months of moving to his new headquarters; and
- (vii) The employee must submit his claim for all moving expenses, including supporting documentation, within 12 months of moving to his new headquarters, unless a longer period is agreed to in writing by the Manager, Human Resources.
- (a) Full moving expenses will be paid in accordance with Article 22.08, where the change in headquarters within FortisBC results from:
  - (i) The location of the employee's headquarters being changed by the Company, except as limited by Article 22.07(c).

- (ii) A move as a result of the employee being displaced under Article 11, Layoff and Recall or Article 13 - Technological and Procedural Change.
- (iii) A move as a result of the employee receiving a promotion under Article 23. Such payment is limited to a maximum of one move every five years.
- (b) Limited moving expenses will be paid in accordance with Article 22.08(b) where the change in headquarters results from a move as a result of the employee voluntarily transferring to a job of equal or lower salary level. Unless otherwise agreed by the Company, employees in such instances will not receive any moving expenses if they have less than five years continuous service or if they have received a move paid by the Company in the preceding five years.
- (c) An employee whose change in headquarters results from a transfer or demotion due to inadequate performance will not be entitled to moving expenses unless otherwise agreed by the Company.
- (d) The employee who receives limited moving expenses as a result of a voluntary transfer to a job of equal or lower salary level will reimburse the Company for all moving expenses received in those instances where the employee voluntarily leaves the employment of the Company within one year of the date of the move.

## 22.08

- (a) Full moving expenses are defined as follows:

### 1. 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 employee's new residence for up to one month, or for such longer period as may be approved by the Manager, Human Resources.

- (ii) Providing any claim hereunder is supported by receipted vouchers, the Company will pay an amount not exceeding \$400 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, Human Resources.
- placing of the insurance on his household effects in transit.
- obtaining reimbursement from carriers for any damage to effects in transit.

### 2. Traveling and Living Expenses

The Company will pay all reasonable charges for:

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

(b) Limited expenses are defined as follows:

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

2. Traveling and Living Expenses

The Company will pay all reasonable charges for:

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

## ARTICLE 23 - SALARY ADMINISTRATION

### 23.01

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

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

### 23.02 Hiring Rates

- (a) New employees will normally be hired at the minimum rate for their job.
- (b) In accordance with Appendix A, B and B1, a new employee who has had experience directly applicable to the job may be paid up to and including the level indicated below without mutual agreement of the Company and Union:
  - Job groups 5 to 6: 1 year level;
  - Job groups 7 to 13: 2 year level.
- (c) Higher starting rates may be paid in exceptional cases by mutual agreement of the Parties. No employee will be paid a base rate that is less than the minimum or more than the maximum for the job.
- (d) If a temporary employee is successful in obtaining an appointment to a regular job, and the job is at the same level as the temporary position held, then he or she will maintain their anniversary date for future salary increases. If the appointment is to a higher position than the one held then the temporary employee will be treated in accordance with Article 23.04. If the appointment is to a lower position than the one currently held by the temporary employee, the employee will be treated in accordance with Article 23.08.

### 23.03 Promotions

By definition, a "promotion" shall mean a move to a new job carrying a maximum level which is higher than the maximum level of the old job.

#### 23.04 Permanent Promotions

In the case of an employee obtaining a promotion to a permanent job, he or she will receive an increase of five per cent on his or her old base rate or the increase resulting from placement on the same level in the new Job Group, whichever is greater. Where the resulting base rate would be higher than the maximum of the new Job Group, he or she shall be paid the maximum.

An employee must be in the new or promoted position for the full 6 month or 1 year period from the date of promotion, as indicated in the salary schedules in Appendix A, B, and B1, in order to qualify for the next established pay increase. Thereafter, progression along the salary scale will be at the established intervals.

#### 23.05 Temporary Promotions

- (a) An employee temporarily on a higher job classification shall receive the benefit of automatic salary increases which he or she would have received on his or her permanent job, and shall have his/her promotional increase re-calculated on such higher base rate.
- (b) An employee required by the Company to perform work temporarily in a higher job classification than his/her normal classification, for 2 hours or less during a shift shall be paid the higher classification rate for the time worked, and if for more than 2 hours during a shift shall be paid the higher classification rate for the whole shift.
- (c) Subject to (b) above, an employee temporarily on a higher job classification for less than 3 consecutive months, shall be paid the higher classification rate for time worked only.
- (d) An employee temporarily on a higher job classification for more than 3 consecutive months, shall be paid consistent with Article 23.04 including all paid time.
- (e) An increase in salary awarded for a temporary promotion terminates when the employee returns to his or her permanent job. Such employee, upon return to his or her regular job, will receive the salary he or she would be receiving had a temporary promotion not occurred.

#### 23.06 Salary Progression

- (a) Salary advances in all salary ranges shall be automatic with the following exceptions:
  - (i) Employees who, at the time they become due for a salary advance, are absent due to Long Term Disability or are on an unpaid leave of absence, shall not be entitled to such salary advance until their return to active employment.
  - (ii) Where an increase is withheld for cause, at least one month's notice of intent to withhold shall be given by the Company to the Union and to the employee affected. When, in the opinion of the Company, the employee has restored his or her performance fully at some subsequent date, he or she may regain his or her position within the salary range on a non-retroactive basis.
- (b) Automatic salary increases for employees who are eligible shall be an amount equivalent to a full level increase within the appropriate salary range.

- (c) A Part-time Regular employee shall progress through the salary scale on the basis of accumulated hours worked (inclusive of annual vacation, sick leave and absence due to Workers' Compensation) at the same job group. Such progression shall be determined by a quarterly review of accumulated hours, and shall be first applied after the employee has accumulated 975 hours for moving from the Entry level to the Six Month level and from the Six Month level to the 1 Year level. Subsequent progressions shall be applied upon accumulation of 1950 hour increments.

#### 23.07 Demotions

By definition, a "demotion" shall mean a move to a new job carrying a maximum level which is lower than the maximum level of the old job.

#### 23.08

For transfer to a lower job classification, either as a result of application by the employee or as a result of inadequate performance, the following salary policy will apply:

- (a) If the employee has one year or more of service in his or her present job, upon demotion his or her salary will be retained if it is not beyond the maximum of the lower job classification. If it is beyond maximum, the salary will be reduced to the maximum of the lower job.
- (b) If the employee has less than one year of service in his or her present job, upon demotion his or her salary rate will be retained if it is not beyond the six month level of the salary range for the lower job classification. If it is beyond the six month level, the salary will be reduced to the six month level of the lower job.
- (c) The employee will receive the general increases that accrue to his or her new job classification.

#### 23.09

- (a) In the event of a transfer to a lower job classification for reasons not directly attributable to the employee, such as technological change, reorganization or reclassification of an existing job, the following policy will apply:
  - (i) Upon demotion, the employee will retain his current salary/wage irrespective of where it falls in the salary range or beyond the salary range of the lower job classification.
  - (ii) If the employee's salary is within the salary range of the lower job classification, he/she will receive such general increases as accrue to his/her new job classification.
  - (iii) If the employee's salary is beyond the maximum of the lower job classification, he/she will receive such general increases only to the extent that the new maximum of the lower job classification exceeds his/her present salary.
- (b) In the event of transfer to a lower job classification resulting from the provisions of Article 11, Layoff and Recall, employees will retain their salaries provided such salary is not beyond the maximum for the lower job. If the salary is above maximum, it will be reduced to the maximum for the new job.

23.10 M&E Relief Premium

Employees who temporarily perform M&E relief functions shall be paid at 110% of their actual Salary Rate or 110% of the highest person supervised, whichever is the greater. The provisions of Article 23.05 also apply.

23.11 Temporary Work Leader Premium

Employees who are temporarily assigned to work as a Work Leader may perform duties related to, but at a higher level than the work of the subordinates whom they direct. The employee shall be paid 1 job group above the highest COPE subordinate or 1 job group above their current job group, whichever is greater, for the length of the temporary assignment. This assignment shall not exceed 6 months. The provisions of Article 23.05 apply.

23.12 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.

23.13 Standby

An employee who is required by the Company to be on Standby at a time or times other than his/her regular working hours shall be paid:

- (a) A sum equivalent to one hour's pay at the base rate for his/her classification for each day on Standby which he/she actually works a regularly scheduled shift.
- (b) A minimum of four hours pay at his/her base rate on any scheduled day of rest.
- (c) Standby premiums will be paid in the pay period in which they are earned.

## ARTICLE 24 - JOB CLASSIFICATIONS - DESCRIPTION ADMINISTRATION

### 24.01

The Company will prepare and maintain detailed job descriptions, a copy of which will be provided to the Union and employees.

Job descriptions prepared in accordance with this Article will describe job duties and responsibilities as clearly and specifically as possible.

### 24.02

Employees may be required to perform other duties from time to time. These duties may be omitted from the job description provided such duties do not significantly affect the value of the job. Such job descriptions shall express as clearly as possible the education, experience and skills required to do the job. All job descriptions prepared and maintained by the Company shall bear the date of their last revision.

### 24.03 Joint Job Evaluation Process

The job evaluation process below will remain in place until a new joint Job Evaluation process is created. During the term of this collective agreement, the Company and Union agree to work towards a new job evaluation framework.

- (a) Should the Company determine that a new job classification is required and, as a result, a new salary scale is required, then the Company will implement an interim salary scale for the job. The Company and the Union will determine, through the Joint Job Evaluation Committee, the actual salary scale for the job.
- (b) The incumbent(s), the Company or the Union may request that a job be reviewed by the Joint Job Evaluation Committee. Eligibility for re-evaluation will be met by satisfying one of the following conditions:
  - (i) A collection of tasks which has not been rated on the joint Job Evaluation Plan.
  - (ii) A change has occurred in an existing job which it is felt will lead to a change in the evaluation of the job.
  - (iii) A minimum of 12 months in the position is required prior to an employee requesting a job evaluation to remove a TBR (To Be Reviewed) rating. Once the new job has existed for 12 months, it must be evaluated within six months.
- (c) The incumbent(s) will obtain a Job Fact Sheet from Human Resources and submit the completed Job Fact Sheet to the Joint Job Evaluation Committee.

### 24.04

- (a) The Joint Job Evaluation Committee shall consist of four persons, two appointed by the Company and two appointed by the Union. The Committee will select a rotating chair every six months.
- (b) The Joint Job Evaluation Committee will meet once every four months or more frequently at the call of the Chair. The Committee will meet to review changes in duties and/or responsibilities in existing jobs and to review new "to be reviewed" jobs. The Committee will establish the appropriate point rating for the job using the "Factor Grade-Point Conversion Table" as outlined in the Joint Job Evaluation Plan. In the event that the Committee is unable to agree, then the dispute will be submitted to a single arbitrator as per Article 4.02.
- (c) Should the Joint Job Evaluation Committee be required to interview incumbents of jobs being reviewed then that interview will be conducted by one Company committee member and one Union committee member.



24.05

Should the Parties be unable to agree on the rates of pay for any new job or be unable to agree on the rates of pay for an existing job where the duties and responsibilities have changed, then the matter will be referred to a single arbitrator whose decision shall be final and binding. Each Party will pay the expenses incurred in connection with the presentation of its own case and will share the expenses and fees of the Board.

24.06

Rates of pay established under Article 24.03 and 24.04 above shall be effective for new jobs from date of hire and shall be effective for changes in rates to existing jobs from the date that the Union, the Company or the incumbent initiated the review.

24.07

In establishing rates of pay, an arbitrator will be guided as follows:

- (a) the arbitrator will establish rates in accordance with one of the listed pay grades in Appendix "A" except that an arbitrator may establish a pay grade higher than the highest pay grade set out in Appendix "A" if such is appropriate but such higher pay grade, when established, will bear the appropriate relative relationship to the existing pay grades;
- (b) the arbitrator in making this decision will consider all the changes in job duties and/or responsibilities which have occurred in the job since the previous job description was prepared and which established the previous pay classification level, or the job duties and/or responsibilities contained in the job description of any new job;
- (c) the arbitrator can compare the duties and responsibilities of any job in dispute with the duties and responsibilities of any other job covered by the Agreement in arriving at the decision except that the comparative jobs may be specifically limited by mutual agreement of the Parties.

## **ARTICLE 25 - PROTECTIVE CLOTHING**

Where protective clothing is required in the course of an employee's work the following shall apply:

25.01

With the exception of safety footwear, if employees are required to enter a worksite which requires safety equipment, then the equipment will be provided by the Company.

25.02

Employees who must purchase protective footwear may apply for a 50% reimbursement of the purchase price.

## **ARTICLE 26 - TRAINING**

26.01

The Company encourages employees to upgrade their education, knowledge and skills by private study and will assist with costs as per the Company policy.

26.02

The Company will refund the total cost of books, tuition and examination fees to any employee upon successful completion of the W.C.B. Industrial First Aid Course.

26.03

The Human Resources Department will be available to discuss career opportunities with employees to identify areas of career interest. At the request of the Union, the Company agrees to meet to discuss specific training programs.

## **ARTICLE 27 - SAFETY REQUIREMENTS**

27.01

It is the intent of the parties to this Collective Agreement to conduct a safe operation.

27.02

Working practices shall be governed by FortisBC standards and procedures and the regulations of the Province of British Columbia insofar as they apply.

27.03

Employees may submit their concerns regarding safety and occupational health to their respective operation's function Supervisor and/or to the local Safety Coordinator.

27.04

No person shall be required to undertake any work when he/she has reasonable grounds to believe conditions are not safe. Such incidents must be reported immediately to the function Supervisor and/or to the local Safety Coordinator.

27.05

Findings and recommendations with respect to investigations undertaken as referenced in Article 27.04 shall be reported to the Manager of Environment, Health and Safety and the President of the Union or their delegates.

## **ARTICLE 28 - SHIFTWORK, HOURS OF WORK AND CONDITIONS**

### **28.01 Introduction of Shifts**

- (a) The Company will make every effort to provide the Union with three months written notice prior to introducing new shiftwork requirements of an ongoing nature.
- (b) Should a position having an incumbent employee become a shift position, the incumbent employee will have the option to either:
  - (i) Accept the shift position, or
  - (ii) Decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 7; the declining employee will be treated in accordance with the provisions of Article 13.

### **28.02 Shift Rotation**

Length of shift rotation will be determined by the number of employees performing the same job at the same location, operational necessity and mutual agreement of the parties. Where more than one qualified employee exists for a shiftwork rotation, the selection of shifts will be made on the basis of seniority.

### **28.03 Temporary Change of Workshift**

Where a shift employee's workshift has been changed and is not a part of the normal rotation and such change is for a period in excess of 20 working days, such change will be deemed permanent and Article 28.01 shall apply.

### **28.04 Working Hours**

#### **(a) Work Day**

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

#### **(b) Work Week**

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

#### **(c) Lunch Periods**

The lunch period shall be taken as close as possible to the midpoint of the shift.

#### **(d) Rest Periods**

A rest period of ten minutes will be permitted in both the first and second halves of the shift. Such periods shall be considered as time worked.

### **28.05 Definitions**

#### **(a) Day Shift**

Any shift starting between the hours of 7:00 a.m. to 10:00 a.m. If the majority of hours worked occur prior to 3:00 p.m., no shift premium will be paid.

#### **(b) Afternoon Shift**

Any shift starting between the hours of 3:00 p.m. and 6:59 p.m.

(c) Night Shift

Any shift starting between the hours of 7:00 p.m. and 6:59 a.m. If the majority of hours worked occur after 5:00 a.m., no shift premium will be paid.

28.06 Shift Premium

Scheduled shiftwork shall attract a premium of \$1.50 per hour worked for afternoon shift and \$3.00 per hour worked for night shift. Shift premiums will apply only for those hours worked within the defined shift periods as specified in Article 28.05.

28.07 Overtime

The provisions of Article 21 shall apply to shift work.

28.08 Pyramiding or Compounding

Under no circumstances shall there be pyramiding or compounding of premiums.

28.09 Statutory Holidays

- (a) In recognition that statutory holidays may be scheduled workdays for shift workers, employees will be scheduled off for ten days in lieu of statutory holidays as listed in Article 20.01. In addition, eligible employees will be scheduled off twice in each year on a floating statutory holiday, in accordance with Article 20.01.
- (b) All work performed by employees on statutory holidays shall be compensated for at the base rate, plus shift premium if applicable, and in addition for each 7 ½ hour shift worked such employees shall be provided with a day off and shall receive 7 ½ hours pay on the basis of his regular base rate (exclusive of shift differentials, overtime, bonuses, holiday or other premiums) for such day.

## **ARTICLE 29 - SHIFT CHANGE AND CHANGE IN STARTING TIME OF A WORK**

### **DAY**

#### **29.01**

When the Company changes an employee's work shift or where the Company varies the starting time of an employee's work day by more than three hours, and in either case does not provide the employee with 48 hours of notice, said employee shall be paid at overtime rates for the initial changed shift. Such payment shall not be made upon return to the normal shift or start time of a work day from which he was changed. Changes which result from accommodation of employee requests, such as changes in hours of work, exchanges of work shifts or work days, vacations and approved leaves of absence, or from periodic changes to summer and winter hours of work, shall not be paid at overtime rates. Work performed by an employee at overtime rate on his scheduled rest day, or overtime work, or work on a callout, do not constitute a change in work shift and do not affect the rate of pay for the employee's succeeding regular shift.

## **ARTICLE 30 - SAVINGS CLAUSE**

### **30.01**

If any article, section, paragraph, clause or phrase of this Agreement shall by Provincial, Federal or other law or by decision of any court be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.



## **ARTICLE 31 - COPE-FORTISBC PENSION PLAN**

### **31.01 Joint Committee (Former LOU WKP OTEU-95-2)**

Pension Chair - The parties agree that the COPE-FortisBC Pension Plan Joint Committee of trustees shall consist of six trustees of whom three shall be appointed by the Company and three shall be appointed by the Union. The Chairperson shall be on a rotational basis among the trustees or as otherwise determined by the trustees.

The salary and expenses incurred by the Company appointees while serving as a trustee shall be borne by the Company. The salary and expenses incurred by Union appointees while serving as a trustee shall be borne by the Union. Employees appointed as trustees shall, however, have their salaries maintained by the Company.

### **31.02 Contribution Rate (Former Article 17.06)**

Effective February 1, 1992 the provisions of the West Kootenay Power Staff Union Pension Plan for OPEIU Union Employees, 1992 shall come into effect. Effective February 1, 1995, the Company's contribution rate will be increased by 2.8% of base pay to provide for a reduction of the same amount in members' contributions.

### **31.03 OPEIU Pension Plan Amendments**

The OPEIU Pension Plan will be amended to reflect the following:

- The PPSUE and OPEIU 1992 Pension Plan will be consolidated with an accrual rate of 1.1 for pre 1982 service effective February 1, 1997. The cost of the consolidation will be borne by the Company.
- an integration level of 75% of YMPE effective February 1, 1997
- Addition of "85 point rule" effective February 1, 1997
  - ⇒ only actual service with the Company will count towards the 85 points (i.e. there is no "grow-in" provision);
  - ⇒ there is no minimum age requirement to be eligible for the unreduced early retirement benefits; and
  - ⇒ the early retirement reductions will be determined from the member's earliest unreduced retirement date.
- Effective February 1, 1998 change the definition of final average earnings from the best of 60 months to the best of 36 months.
- The equivalent of Rate 9 will be utilized to offset the employee portion of the cost of the 85 point rule/integration/final average earnings of the OPEIU 1992 Pension Plan.
- Effective February 1, 2000 the OPEIU 1992 Pension Plan shall be amended to allow an employee the opportunity to retire with full basic pension at the earlier of age 60 or the age at which the member's age plus service equals 80. The Parties accept the cost estimate of this change to be 0.8% of payroll. Effective February 1, 2000, employee contributions will rise by 0.8% of payroll to support this change.

- Effective February 1, 2000 the definition of plan earnings in the OPEIU 1992 Pension Plan shall be amended to read:
  - 80% of earnings up to the Canada Pension Plan's "year's maximum pensionable earnings" plus 100% of earnings in excess of that maximum. The Parties accept the cost estimate of this change to be 1.4% of payroll. The costs of this change will be implemented as follows: for the year February 1, 2000 to January 31, 2001, employee contributions will rise by 1.4%. Effective February 1, 2001, Company contributions will rise by 0.7% and employee contributions will decrease by 0.7%.

Effective February 1, 2002, Company contributions will rise by the remaining 0.7% and employee contributions will decrease by 0.7%.

The Parties confirm that the provisions of the OPEIU – WKP Pension Plan in respect of the January 1, 2000 actuarial valuation will apply (A4.02A).

#### 31.04 Pension Eligibility

- (a) Full-time Regular employees shall be eligible to join the COPE-FortisBC Pension Plan in accordance with Article 6.02.
- (b) Part-time Regular and Temporary employees shall be eligible to join the COPE-FortisBC Pension Plan on the first day of a month, not earlier than the effective date, at which time the employee
  - (i) has completed at least 24 months of continuous service in which he or she has earned at least 35% of the YMPE in each of two consecutive calendar years, and
  - (ii) is actively at work.

Pension entitlements will be prorated on the basis of hours actually worked in a given period.

IN WITNESS WHEREOF the Parties hereto have affixed  
their hands through their respective officers on  
the 18th day of October, 2012

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378

Kevin Smyth, Union Representative

Richard Gaylard, Executive Councillor

Karilee Campbell, Executive Councillor

Kate Koczor, Job Steward

FortisBC Inc.

Jody Drope, Chief Human Resources Officer

Doug Slater, Manager, Labour Relations

Joanne Loudon, HR Advisor

Gary Williams, Manager, Network Services, Okanagan

Dale Rieberger, Manager, IS Operations

**APPENDIX "A" – ANNUAL SALARY SCALE**

**Annual Salary Scale - Effective February 1, 2010**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	37,380	40,494	43,610	46,725	
6	132-151	40,494	43,859	47,242	50,607	
7	152-171	43,595	46,319	49,027	51,766	54,475
8	172-191	46,631	49,559	52,470	55,383	58,294
9	192-211	49,894	53,029	56,144	59,258	62,374
10	212-231	53,388	56,740	60,073	63,407	66,739
11	232-251	57,125	60,711	64,279	67,846	71,412
12	252-271	61,123	64,961	68,778	72,594	76,411
13	272-291	65,403	69,508	73,593	77,676	81,760

**Annual Salary Scale - Effective February 1, 2011**

**2.50% Year 1 Appendix "A"**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	38,315	41,506	44,700	47,893	
6	132-151	41,506	44,955	48,423	51,872	
7	152-171	44,685	47,477	50,253	53,060	55,837
8	172-191	47,797	50,798	53,782	56,768	59,751
9	192-211	51,141	54,355	57,548	60,739	63,933
10	212-231	54,723	58,159	61,575	64,992	68,407
11	232-251	58,553	62,229	65,886	69,542	73,197
12	252-271	62,651	66,585	70,497	74,409	78,321
13	272-291	67,038	71,246	75,433	79,618	83,804

**Annual Salary Scale - Effective February 1, 2012**

**2.00% Year 2 Appendix "A"**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	39,081	42,336	45,594	48,851	
6	132-151	42,336	45,854	49,391	52,909	
7	152-171	45,579	48,427	51,258	54,121	56,954
8	172-191	48,753	51,814	54,858	57,903	60,946
9	192-211	52,164	55,442	58,699	61,954	65,212
10	212-231	55,817	59,322	62,807	66,292	69,775
11	232-251	59,724	63,474	67,204	70,933	74,661
12	252-271	63,904	67,917	71,907	75,897	79,887
13	272-291	68,379	72,671	76,942	81,210	85,480

**Annual Salary Scale - Effective February 1, 2013**

**2.00% Year 3 Appendix "A"**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	39,863	43,183	46,506	49,828	
6	132-151	43,183	46,771	50,379	53,967	
7	152-171	46,491	49,396	52,283	55,203	58,093
8	172-191	49,728	52,850	55,955	59,061	62,165
9	192-211	53,207	56,551	59,873	63,193	66,516
10	212-231	56,933	60,508	64,063	67,618	71,171
11	232-251	60,918	64,743	68,548	72,352	76,154
12	252-271	65,182	69,275	73,345	77,415	81,485
13	272-291	69,747	74,124	78,481	82,834	87,190

**APPENDIX "B" – BI-WEEKLY SALARY SCALE**

**Bi-Weekly Salary Scale - Effective February 1, 2010**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	1,438	1,557	1,677	1,797	
6	132-151	1,557	1,687	1,817	1,946	
7	152-171	1,677	1,782	1,886	1,991	2,095
8	172-191	1,794	1,906	2,018	2,130	2,242
9	192-211	1,919	2,040	2,159	2,279	2,399
10	212-231	2,053	2,182	2,311	2,439	2,567
11	232-251	2,197	2,335	2,472	2,609	2,747
12	252-271	2,351	2,499	2,645	2,792	2,939
13	272-291	2,516	2,673	2,831	2,988	3,145

**Bi-Weekly Salary Scale - Effective February 1, 2011**

**2.50% Year 1**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	1,474	1,596	1,719	1,842	
6	132-151	1,596	1,729	1,862	1,995	
7	152-171	1,719	1,826	1,933	2,041	2,148
8	172-191	1,838	1,954	2,069	2,183	2,298
9	192-211	1,967	2,091	2,213	2,336	2,459
10	212-231	2,105	2,237	2,368	2,500	2,631
11	232-251	2,252	2,393	2,534	2,675	2,815
12	252-271	2,410	2,561	2,711	2,862	3,012
13	272-291	2,578	2,740	2,901	3,062	3,223

**Bi-Weekly Salary Scale - Effective February 1, 2012**

**2.00% Year 2**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	1,503	1,628	1,754	1,879	
6	132-151	1,628	1,764	1,900	2,035	
7	152-171	1,753	1,863	1,971	2,082	2,191
8	172-191	1,875	1,993	2,110	2,227	2,344
9	192-211	2,006	2,132	2,258	2,383	2,508
10	212-231	2,147	2,282	2,416	2,550	2,684
11	232-251	2,297	2,441	2,585	2,728	2,872
12	252-271	2,458	2,612	2,766	2,919	3,073
13	272-291	2,630	2,795	2,959	3,123	3,288

**Bi-Weekly Salary Scale - Effective February 1, 2013**

**2.00% Year 3**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	1,533	1,661	1,789	1,916	
6	132-151	1,661	1,799	1,938	2,076	
7	152-171	1,788	1,900	2,011	2,123	2,234
8	172-191	1,913	2,033	2,152	2,272	2,391
9	192-211	2,046	2,175	2,303	2,431	2,558
10	212-231	2,190	2,327	2,464	2,601	2,737
11	232-251	2,343	2,490	2,636	2,783	2,929
12	252-271	2,507	2,664	2,821	2,978	3,134
13	272-291	2,683	2,851	3,019	3,186	3,353

**APPENDIX "B.1" – HOURLY SALARY SCALE**

**Hourly Salary Scale - Effective February 1, 2010**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	19.17	20.77	22.36	23.96	
6	132-151	20.77	22.49	24.23	25.95	
7	152-171	22.36	23.75	25.14	26.55	27.94
8	172-191	23.91	25.41	26.91	28.40	29.89
9	192-211	25.59	27.19	28.79	30.39	31.99
10	212-231	27.38	29.10	30.81	32.52	34.23
11	232-251	29.29	31.13	32.96	34.79	36.62
12	252-271	31.35	33.31	35.27	37.23	39.19
13	272-291	33.54	35.65	37.74	39.83	41.93

**Hourly Salary Scale - Effective February 1, 2011**

**2.50% Year 1**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	19.65	21.29	22.92	24.56	
6	132-151	21.29	23.05	24.83	26.60	
7	152-171	22.92	24.35	25.77	27.21	28.63
8	172-191	24.51	26.05	27.58	29.11	30.64
9	192-211	26.23	27.87	29.51	31.15	32.79
10	212-231	28.06	29.83	31.58	33.33	35.08
11	232-251	30.03	31.91	33.79	35.66	37.54
12	252-271	32.13	34.15	36.15	38.16	40.16
13	272-291	34.38	36.54	38.68	40.83	42.98



**Hourly Salary Scale - Effective February 1, 2012****2.00% Year 2**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	20.04	21.71	23.38	25.05	
6	132-151	21.71	23.51	25.33	27.13	
7	152-171	23.37	24.83	26.29	27.75	29.21
8	172-191	25.00	26.57	28.13	29.69	31.25
9	192-211	26.75	28.43	30.10	31.77	33.44
10	212-231	28.62	30.42	32.21	34.00	35.78
11	232-251	30.63	32.55	34.46	36.38	38.29
12	252-271	32.77	34.83	36.88	38.92	40.97
13	272-291	35.07	37.27	39.46	41.65	43.84

**Hourly Salary Scale - Effective February 1, 2013****2.00% Year 3**

<b>Job Group</b>	<b>T.S.K. Point Range</b>	<b>Entry Level</b>	<b>Six Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>
5	112-131	20.44	22.15	23.85	25.55	
6	132-151	22.15	23.99	25.84	27.68	
7	152-171	23.84	25.33	26.81	28.31	29.79
8	172-191	25.50	27.10	28.69	30.29	31.88
9	192-211	27.29	29.00	30.70	32.41	34.11
10	212-231	29.20	31.03	32.85	34.68	36.50
11	232-251	31.24	33.20	35.15	37.10	39.05
12	252-271	33.43	35.53	37.61	39.70	41.79
13	272-291	35.77	38.01	40.25	42.48	44.71

## APPENDIX "C" - COPE JOB TITLES

### Job Group 5

Clerical Assistant

### Job Group 6

Community Ambassador

Mail Room Coordinator/First Aid

### Job Group 7

Accounts Payable Clerk

Administrative Assistant

Cash & Banking Coordinator

Drafter 1 (Drafter Progression)

### Job Group 8

Application Programmer 1 (IS Application Progression)

Drafter 2 (Drafter Progression)

Financial Assistant (TBR)

Fleet Analyst (TBR)

IT Data Coordinator

Land Assistant

Payroll Assistant (TBR)

Project Coordinator

Scheduling Assistant – System Control Centre

Technician 1 (IS Technical Progression)

Training Coordinator (TBR)

Customer Information Systems (CIS)

Coordinator (TBR)

Engineering Assistant

### Job Group 9

Application Programmer 2 (IS Application Progression)

Business Assistant

Buyer (Material Services Progression)

Contract Assistant (TBR)

PowerSense Energy Efficiency Representative

Environmental Technician

Net Ops Coordinator

Payroll Administrator

System Scheduler, SCC

Technician 2 (IS Technical Progression)

### Job Group 10

Analyst 1 (IS Application Progression)

AMFM Data Integrity Coordinator (Designer Progression)

Business Analyst, Material Management (TBR)

Customer Service Systems Analyst (TBR)

Data Integrity Analyst

Design Technician 1 (Designer Progression)

Engineering Technologist (Designer Progression)

Financial Analyst

Inventory Control Analyst (Material Services Progression)

Material Coordinator (Material Services Progression)

Planner Scheduler

Technician 3 (IS Technical Progression)

### Job Group 11

Accounting Services Representative

Analyst 2 (IS Application Progression)

Design Technician (Designer Progression)

Technical Analyst 1 (IS Technical Progression)

Monitor & Evaluation Analyst

### Job Group 12

Analyst 3 (IS Application Progression)

Budget & Forecast Analyst

Business Analyst- Financial Systems

Contracts Specialist

Corporate Reporting Analyst (TBR)

Design Technologist (Designer Progression)

PowerSense Energy Management Technical Advisor

Field Design Specialist

Protection & Control Technologist

Revenue & Margin Analyst (TBR)

Sr. Data Integrity Coordinator (Design Progression)

Technical Analyst 2 (IS Technical Progression)

### Job Group 13

Sr. Systems Analyst

Sr. Technical Analyst

## APPENDIX "D" – FORTISBC "RESPECT IN THE WORKPLACE" POLICY

### POLICY STATEMENT

FortisBC is committed to providing an environment of mutual respect, free of harassment and discrimination for our employees, customers, contractors and suppliers and is supportive of the dignity, self-esteem and productivity of every employee. Employees and contractors are expected to treat fellow employees, customers, contractors and suppliers with courtesy and to resolve any differences in a professional, non-abusive, non-inflammatory and non-threatening manner. Employees and contractors are responsible for their own behavior and for understanding how others may perceive their conduct in the workplace. Conduct that may be acceptable outside of the work environment may not be acceptable in the workplace.

The delivery of constructive feedback to an employee on his or her performance, disciplinary actions and/or other supervisory responsibilities essential to efficient operations does not constitute harassment or discrimination. There is an expectation, however, that these duties will be carried out in an appropriate and judicious manner.

The Company will not tolerate any form of harassment of, or by, employees, customers, contractors, suppliers or other individuals associated with the Company while engaged in activities pertaining to the workplace. Workplace behaviour that does not contribute to a positive work environment may be considered in violation of this policy. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment. FortisBC will not tolerate any acts of retaliation against employees for making a report of harassment in good faith.

### DEFINITIONS

**Complainant** is a person who reports harassing behavior or alleges that he/she has been the victim of harassment or discrimination.

**Complaint** is a concise and direct statement of the basis upon which the complainant is alleging inappropriate work place behaviour that is contrary to the contents of this policy.

**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 or any other characteristic prohibited by legislation.

**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, mental or physical 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 demeanor embarrass, whether it be one event or a series of events or a course of conduct. Examples of harassment include:

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

- Leering, staring or gestures of a sexual nature
- Display or communication of sexually explicit, pornographic, sexist or derogatory emails or material
- Inappropriate physical contact such as patting, pinching or that of a sexual or assaulting nature
- Patronizing behaviour, language or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions

**Respect** includes consideration for other people's privacy, their physical space and belongings; and regard for different viewpoints, philosophies, religion, gender, lifestyle, ethnic origin, physical ability, beliefs and personality and any other ground protected by applicable law.

**Respondent** is the individual identified as the alleged harasser.

**Workplace** is defined broadly and includes, but is not limited to, the actual work site (i.e. offices, substations, and public/private work areas), work-related social functions, work-related assignments, conferences, training sessions and travel, and other work-related events.

### **COMPLAINT PROCEDURES**

People are often unaware that their behaviour may be offensive to others. Any employee subjected to conduct or comments perceived to be harassment/discrimination should consider making his/her discomfort known to the harasser immediately and request that it stop; however the complainant is not obliged to contact the respondent.

A complaint may be made by either the complainant, or an independent observer who is concerned about discrimination/harassment of a third party. In the case of an independent observer lodging a complaint, the supervisor or Human Resources will contact the allegedly harassed person to confirm the circumstances described in the complaint. It will then be the decision of the allegedly harassed person as to whether or not they wish to take the matter further.

The complaint may be oral or written and should include the name of the accused person, a description of the conduct, dates, times, and places of harassment, witnesses present and any other related details. The complaint may be forwarded by the Complainant to the supervisor, manager or Human Resources.

Because each case is unique, there may be times when employees feel it is more appropriate to report the alleged incident through a confidential 3rd party reporting service. Such complaints can be reported by contacting EthicsPoint. For further information or to submit a report please click on the logo-link @ Human Resources, or call **EthicsPoint** at **1-866-294-5534**. It is important to recognize that if complainants are unwilling to identify themselves and/or the respondent, it is unlikely that the complaint can be properly investigated and/or resolved.

In addition, all employees have access to fully confidential assistance at any time, 24 hours a day, 7 days a week, through the Employee & Family Assistance Program, as an additional resource. For the Gas Division these support services are provided by Human Solutions. For service in English call 1-800-663-1142; en français 1-866-398-9505; hearing assistance TTY 1-888-384-1152; and International Call Collect 604-689-1717. Services for employees of the Electric Division are provided by Diversified Rehabilitation Group which can be contacted toll free at 1-888-860-1404 or for local (Kelowna) residents at 250-860-2868.

It is possible that a third party may be brought in to investigate complaints. In these cases Human Resources will work with the third party to assure appropriate resolution of the complaint.

Human Resources or the person designated to investigate the complaint will, subject to exceptions when dictated by circumstances, ensure that the alleged respondent is informed prior to any investigation.

## **INVESTIGATION GUIDELINES**

To protect all parties and to encourage reporting of harassment/discrimination, the following provisions will apply:

- a. All complaints will be handled promptly, with sensitivity, discretion and in a confidential manner. The objective will be for the investigator to complete the investigation and the company to communicate the results to the complainant and the respondent within a reasonable timeframe, together with any recommendations or conclusions.
- b. Taking into consideration the uniqueness of each situation, a thorough and impartial investigation of the complaint will be conducted.
- c. An external investigator is an impartial individual who may be brought in to review and assess complaints of discrimination and/or harassment.
- d. Throughout the investigation, the names of all parties and the circumstances relating to a complaint will be kept confidential, except to the extent that disclosure is necessary for investigation, administration and disposition of the complaint, including the implementation of any disciplinary measures, unless compelled by law.
- e. Any individual accused of harassment/discrimination will be provided with the opportunity to explain his/her perspective, to call witnesses, and to have their perspective properly and fairly considered and investigated.
- f. Failure to cooperate in an ongoing investigation may lead to disciplinary action up to and including termination

### **Interim Measures**

When issues of safety, legal liability or law enforcement are involved, it may be necessary for Human Resources to take immediate action while a situation is being resolved, investigated or decided. The Company has both an ethical and legal obligation to ensure the safety and well being of all employees. Therefore, depending on the nature and gravity of an incident, the Company may conduct an investigation regardless of whether or not a formal complaint has been filed.

### **Resolution**

If any of the concerned parties are not satisfied with the investigation/resolution process, they may bring the matter to the attention of the Chief Human Resources Officer, Department Vice President or EthicsPoint.

### **Inconclusive or Unsubstantiated Complaints**

When the allegation cannot be conclusively proven or substantiated, the complainant and the respondent will be advised by the investigating manager or Human Resources. Every effort will be made to ensure that neither the complainant nor the respondent is subject to reprisals or discrimination of any kind, by any person, as a result of making the complaint. Both complainant and respondent will be provided with information on what constitutes discrimination/harassment and advised of the Company's commitment to the provision of a work environment free from all forms of discrimination and harassment. Information will be provided to both parties, ground rules which provide an acceptable working environment will be established and both parties will be monitored. Where it is determined that malicious, false or wilfully damaging accusations have been made against an individual, the complainant may be subject to disciplinary action up to and including termination.

## **Confidentiality**

Confidentiality is vital to the process. Lack of confidentiality can escalate a complaint and create barriers to its resolution. There is also a possibility of being sued for defamation when a complainant speaks to anyone other than the alleged harasser or those with legitimate interest in addressing the issue. An unnecessary breach of confidentiality undermines the provision of due process and thus proves a disservice to both the complainant and respondent. Unnecessary breaches of confidentiality may be subject to disciplinary action up to and including termination.

All parties to a complaint, including any witnesses and representatives and officials designated by this Policy will adhere to the principle of confidentiality so that those who may have experienced discrimination or harassment will feel free to come forward and the reputations of individuals will be protected throughout the process. All parties to a complaint, including any witnesses and representatives and officials designated by this Policy will keep all information obtained as a result of their involvement in the process in strict confidence. This does not preclude a complainant or respondent from discussing the case with his/her advocate.

## **Retaliation**

The Company will not tolerate any retaliation against an employee who reports an incident of harassment. Retaliation or threats of reprisal against any of the parties taking part in the investigation of a harassment/discrimination complaint is strictly prohibited. Where retaliation is deemed to have been taken by either the harasser or any other employee(s), appropriate disciplinary action will be taken, up to and including termination.

## **ORGANIZATIONAL RESPONSIBILITIES**

*Anyone in a leadership role is expected to:*

- lead by example and treat employees and co-workers with dignity and respect, and immediately identify and intervene in any inappropriate workplace behaviour. Should an incident involve one's own manager, the supervisor/manager should contact Human Resources;
- be sensitive to the issues and concerns involved in discrimination and harassment incidents, ensuring complete confidentiality if they are included in any investigation or have knowledge of any incident;
- cooperate in any investigation where they may be identified as a complainant, respondent, or witness. ensure compliance with our policy and relevant human rights legislation;
- establish and maintain a workplace that is free from discrimination and harassment; and
- immediately inform Human Resources of any complaints not easily and/or immediately dealt with.

***All employees are expected to:***

- treat co-workers with dignity and respect and either stop or report to their supervisor any incidents they think may constitute harassment. Should an incident involve one's own supervisor, the employee should contact their supervisor's superior or Human Resources;
- be sensitive to the issues and concerns involved in discrimination and harassment incidents, ensuring complete confidentiality if they are included in any investigation or have knowledge of any incident;
- cooperate in any investigation where they may be identified as a complainant, respondent, or witness. have a responsibility not to engage in, and to prevent, workplace discrimination and harassment from happening and to help stop it when it occurs; and
- report unresolved incidents of inappropriate workplace behaviour to their supervisor/manager or Human Resources

***Human Resource employees are expected to:***

- administer and communicate the intent and guidelines of this policy to all existing and new employees;
- provide information and referral, as required, to an employee who alleges harassment;
- promptly investigate complaints made;
- recommend appropriate disciplinary action to be taken where discrimination or harassment is determined to have occurred;
- make every effort to keep complaints as confidential as possible. (It is emphasized that once the investigation process has begun it will often require input from other people to determine the facts of the case, thus often making it impossible to ensure absolute confidentiality);
- advise the complainant, respondent and other persons directly involved in the investigation (i.e. employees interviewed in the course of the investigation) of the outcome of the investigation; and
- maintain, on a confidential basis, all files and documents of complaints of harassment and subsequent action

## LETTERS OF UNDERSTANDING

### **LOU 1 Re: Sick Leave**

(Formerly WKP-OTEU 83-2) – this LOU is now in Article 16.11 as of October 2012



## **LOU 2 Re: Employment of Students**

(Formerly Letter of Understanding No. 95-1)

Students employed during the regular holiday period of the educational institution to which they have been admitted or are attending shall be employed for a duration not exceeding four (4) months and must intend to return to their educational institution. During this period students may be assigned, transferred, demoted or terminated as the Company requirements dictate, provided that such assignment does not result in the demotion or displacement of any employee or would result in the filling of a job vacancy that would normally be posted. Students shall not be entitled to Floating Statutory Holidays, sick leave, long term disability or any of the benefit plans outlined in Article 17 of this collective agreement.

In the case of a general reduction or layoff of bargaining unit employees at specific headquarters, students shall be terminated before regular employees are displaced. The Company will provide 2 days notice or pay in lieu of notice to students terminated prior to the normal expiration of their work term.

Compensation for students performing work under the COPE certification shall be at the Job Group 5 entry level. If there is a requirement to have students work at a higher level than Job Group 5 it is agreed that the parties will meet to determine the appropriate job group level.

Students must become and remain members of the Union as a condition of employment as outlined in Article 2 of this agreement.

Students will qualify for designated stat holidays provided they are on active rolls at the time of such holiday. Students will receive 8.0% of gross earnings in lieu of Statutory Holidays and Vacation.

The Company will endeavor to advise the Union with at least 2 weeks advance notice prior to employment of students.

Amended: August 21, 2012

### **LOU 3 Re: Call-out Rest Period**

(Formerly Letter of Understanding No. 95-3)

On very rare occasions, COPE staff are called out to work in conjunction with I.B.E.W. crew call-outs. On these occasions, if necessary, the following will apply:

- (i) Where an employee commences overtime work earlier than four (4) hours prior to his regular shift he shall be allowed a five (5) hour rest period immediately preceding the start of his regular shift. If the employee's regular shift is scheduled to commence before expiry of the five (5) hour rest period he will be permitted to remain at rest for the rest period and will be paid his standard hourly rate for the hours of his regular shift which falls within the rest period. The employee will receive his standard hourly rate for the remainder of his regular shift which he works.
- (ii) Where the employee is directed by his supervisor to return to work before he has completed his five (5) hour rest period he shall be compensated at the overtime rate for the time worked during the balance of time remaining in the five (5) hour rest period.
- (iii) Where an employee returns to work for his regular shift or works into a regular day without rest time, and without his supervisor's authorization to do so, the provisions of (ii) will not apply.

The COPE agreement, however, does not address the issue of rest periods following emergency call-outs.

The Company in its determination to treat all employees fairly, during an emergency call-out, is prepared to pay COPE staff as per the above.

Amended: August 21, 2012

## **LOU 4 Re: Joint Job Evaluation System**

(Formerly Letter of Understanding No. 96-1)

In order to clarify the time line associated with a Job Evaluation Request from start to finish, the Union agrees to the following:

- (1) A Job Request Form be filled out by the incumbent, asking for this review. The Date on this Form is the basis for all future compensation arising from such evaluation.

Under our present system of the Joint Committee meeting at least twice per year, there is no reason for any Job Review Request not to be completed in any given calendar year. The responsibility is upon the incumbent to ensure that the job fact sheet and all dates required is returned to the Job Evaluation Coordinator in a timely fashion.

The Job Evaluation Coordinator is responsible to ensure that the incumbents are advised of upcoming Committee Meetings so that their information is available for review by this committee.

Should by chance any impediments to the above, which are beyond the control of the incumbent to facilitate a timely review, then the Language of the Collective Agreement Article 24.06 will apply for date of compensation.

The Job Request Form should be supplied by the Job Evaluation Committee Chair.

## **LOU 5 Re: Community Ambassador**

FortisBC PowerSense Community Ambassador's will represent FortisBC Inc. PowerSense at community events and energy initiatives within communities throughout the FortisBC service area to promote energy efficiency and energy conservation programs. The parties recognize that the FortisBC PowerSense Community Ambassador's are a unique group of temporary part time employees who are hired on an as required basis and who require increased flexibility due to varied working hours and work days that are even specific. The parties agree to the following terms:

1. FortisBC PowerSense Community Ambassador's will be hired as temporary part time, Job Group 6.
2. A work day consists of any consecutive hours up to 7.5 hours, exclusive of lunch period, and may be scheduled between 6:00 and 22:00 at straight time rates. Time worked in excess of 7.5 hours per day or 37.5 hours per week will be compensated at overtime rates in accordance with the Collective Agreement.
3. A work week shall consist of up to 37.5 hours, consisting of up to five days, Monday through Sunday. Days worked in excess of five days in a work week will be compensated at overtime rates in accordance with the Collective Agreement.
4. Due to the nature of the work performed, regular weekend work is required. There is no limit on the number of weekends the FortisBC PowerSense Community Ambassador's work.

FortisBC PowerSense Community Ambassador's will be assigned as permanent headquarter. Due to the nature of their work, they may work in various locations. Article 22.06 will not apply should the location they are working not require an overnight stay.

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

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

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

Change in scheduled days off:

- Minimum of one week's notice – no penalty
- Less than one week's notice – compensated at overtime rates for hours worked on scheduled days off.

6. FortisBC PowerSense Community Ambassador's will receive vacation pay in accordance with Article 18 of the COPE Collective Agreement and 12% in lieu of benefits.
7. All other terms and conditions outlined in the COPE/FortisBC Collective Agreement will apply.
8. Either party may discontinue this LOU with 30 days written notice to the other party.

Amended: August 10, 2012

**LOU 6 Re: Work Experience Placements**

(Formerly WKP-OPEIU 96-2 – this was deleted in October 2012)

**LOU 7 Re: Co-Operative Educational Students**

(Formerly Letter of Understanding No. 96-3)

This will confirm the conditions with respect to the hiring of students under a Co-operative Education Program.

1. For the purposes of this letter, a co-op student is a student who is enrolled as an undergraduate, in a co-op program at a recognized 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. 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.
3. Any co-op student employed under this Letter of Understanding, will have a maximum employment period that matches their education institution program. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
4. Co-op students may be re-employed provided there is at least one co-op period of absence between periods of employment. In such instances, the co-op student will advance one level on the salary schedule noted below.
5. Co-op students will not be entitled to sick leave and will not participate in the benefits outlined in Article 17 or the Pension Plan. Co-op Education Students will not be entitled to apply for regular or temporary COPE bulletined positions.
6. Co-op students will qualify for designated stat holidays provided they are on active rolls at the time of such holiday. Co-op students will receive 8% of gross earnings in lieu of vacation and Statutory Holiday pay.
7. Either Party retains the right to discontinue participation in Co-operative education programs with four months notice to the other.
8. The COPE will be advised of the student's name, position and department prior to placement. 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:

<u>WORK TERM</u>	<u>PAY GROUP</u>
1	Group 5 Entry level
2	Group 5 6 mo. level
3	Group 5 1 yr. level
4	Group 5 2 yr. level

Amended: August 21, 2012

**LOU 8 Re: Flexible Work Week**

(Formerly Letter of Understanding WKP-OPEIU 97-1)

During the current set of negotiations, discussions centered around the feasibility of compressed work schedules.

While neither the Company nor the Union had specific proposals to present during contract talks, it was agreed that the topic warranted further dialogue and investigation.

The parties therefore accept that specific requests for compressed work arrangements which are supported by the employee(s) and supervisor(s) will be a subject of discussion and perhaps mutual acceptance by the parties during the term of this agreement.

Amended: August 10, 2012

**LOU 9 Re: COPE LOCAL 378 – FORTISBC 2006-1**

2005 Vacation Pay – deleted October 2012

**LOU 10 Re: COPE LOCAL 378 – FORTISBC 2006-2**

Work Leadership – deleted October 2012



**LOU 11 Re: Technician/Technical Analyst (Information Systems)**

Progression Schedule

	<b>Technician 1</b>	<b>Technician 2</b>	<b>Technician 3</b>	<b>Technical Analyst 1</b>	<b>Technical Analyst 2</b>
<b>Requirements</b>	Job Group 8	Job Group 9	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology	2 Year Diploma in Computer or Electronics Technology
<b>Experience (external to FBC) to start in Position</b>	None	2 Years	<u>4 years</u>	N/A	N/A
<b>Experience (internal) before progression to next level</b>	2 Years	2 Years	2 Years	2 Years	N/A
<b><u>Notes</u> 1</b>	The skill levels outlined in the table represent the <u>minimum experience and educational requirements in the above schedule</u> for the given job group and must be achieved prior to advancing to <u>the next level</u> .				
<b>2</b>	New employees would not normally be hired into a position higher than <u>JG 10-2 year level</u> . The exception to this would occur if a <u>higher level position</u> was vacant and no qualified personnel were available in house.				

Amended October, 2012

**Programmer/Systems Analyst (Information Systems)**

Progression Schedule

	<b>Application Programmer 1</b>	<b>Application Programmer 2</b>	<b>Analyst 1</b>	<b>Analyst 2</b>	<b>Analyst 3</b>
<b>Requirements</b>	Job Group 8	Job Group 9	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 Year Diploma in <u>Computer or Electronics Technology</u>	2 Year Diploma in <u>Computer or Electronics Technology</u>	2 Year Diploma in <u>Computer or Electronics Technology</u>	2 Year Diploma in <u>Computer or Electronics Technology</u>	2 Year Diploma in <u>Computer or Electronics Technology</u>
<b>Experience (external to FBC) to start in Position</b>	None	2 Years	<u>4 years</u>	N/A	N/A
<b>Experience (internal) before progression to next level</b>	2 Years	2 Years	2 Years	2 Years	N/A
<b><u>Notes</u></b>					
<b>1</b>	The skill levels outlined in the table represent the <u>minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.</u>				
<b>2</b>	New employees would not normally be hired into a position higher than <u>JG 10- 2 year level</u> . The exception to this would occur if a <u>higher level</u> position was vacant and no qualified personnel were available in house.				

Amended October, 2012

**LOU 12 Re: Drafter**

Progression Schedule

	<b>Drafter 1</b>	<b>Drafter 2</b>
<b>Requirements</b>	Job Group 7	Job Group 8
<b>Minimum Education</b>	<u>High School plus successful completion of design courses, such as Architectural &amp; Building Engineering Technology, AutoCAD or Solidworks or educational equivalent.</u>	<u>1 year drafting certification program and design courses such as Architectural &amp; Building Engineering Technology, AutoCAD or Solidworks or educational equivalent.</u>
<b>Experience (external to FBC) to start in position</b>	<u>None</u>	<u>2 years</u>
<b>Experience (internal) before progression to next level</b>	2 years	<u>N/A</u>
<b><u>Notes</u></b>		
<b>1</b>	<u>The skill levels outlined in the table represent the minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.</u>	
<b>2</b>	<u>New employees would not normally be hired into a position higher than JG 8- 2 year level.</u>	
<b>3</b>	<u>Educational equivalency will be determined by the Company.</u>	

Amended October, 2012

**LOU 13 Re: Design Technician/Technologist/ Engineer Technologist /AMFM Data**

**Integrity Coordinator**

Progression Schedule (for Generation, Stations, Transmission and Distribution)

	<b>Design Technician 1</b>	<b>Design Technician 2</b>	<b>Design/Engineer Technologist</b>
<b>Requirements</b>	Job Group 10	Job Group 11	Job Group 12
<b>Minimum Education</b>	2 year <u>electrical or mechanical engineering technical diploma or educational equivalent.</u>	2 year <u>electrical or mechanical engineering technical diploma or educational equivalent.</u>	2 year <u>electrical or mechanical engineering technical diploma or educational equivalent</u>
<b>Experience (external to FBC) to start in position</b>	<u>None</u>	<u>2 years</u>	<u>4 years</u>
<b>Experience (internal) before progression to next level</b>	<u>2 years</u>	<u>2 years</u>	<u>N/A</u>
<b><u>Notes</u></b>			
<b>1</b>	The skill levels outlined in the table represent the <u>minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.</u>		
<b>2</b>	New employees would not normally be hired into a position higher than <u>JG 11 - 2 year</u> level. The exception to this would occur if <u>a higher level</u> position was available and there were no qualified personnel available in house.		
<b>3</b>	<u>Educational equivalency will be determined by the Company.</u>		

Amended October, 2012

**LOU 14 Re: Material Services (Buyer, Inventory Analyst, Material Coordinator)**

Progression Schedule

(Formerly Letter of Understanding WKP-OPEIU 2000-2)

<b>Requirements</b>	<b>Job Group 9</b>	<b>Job Group 10</b>	<b>Job Group 11</b>	<b>Job Group 12</b>
<b>Minimum Education</b>	<u>Supply Management Training with minimum of 3 technical courses and all soft skill seminars and all Business Management Seminars through PMAC or educational equivalent.</u>	<u>Supply Chain Management Diploma as per the PMAC program or educational equivalent.</u>	<u>Completion of Year 2 of the Strategic Supply Chain Management Leadership Program (SSCMLP) through PMAC or educational equivalent.</u>	<u>Completion of the Strategic Supply Chain Management Leadership Program (SSCMLP) and CPP designation (name may change) through PMAC or educational equivalent.</u>
<b>Experience (external to FBC) to start in Position</b>	2 years	4 years	6 years	8 years
<b>Experience (internal) before progression to next level</b>	<u>2 years</u>	<u>2 years</u>	<u>2 years</u>	<u>N/A</u>
<b>Notes</b>				
<b>1</b>	The skill levels outlined in the table represent the <u>minimum experience and education requirements as outlined in the above schedule for the given job group and must be achieved prior to advancing to the next level.</u>			
<b>2</b>	New employees would not normally be hired into a position higher than <u>JG 10- 2 year level</u> . The exception to this would occur if a higher level position was vacant and no qualified personnel were available in house.			
<b>3</b>	<u>Educational equivalency will be determined by the Company.</u>			

Amended October, 2012

**LOU 15 Re: Seniority Calculation for Part-Time Regular Employees on Leaves of Absence**

Listed in Article 14 of the Collective Agreement.

(Formerly Letter of Understanding No. 2007-1)

- 1) The parties agree that Part-Time Regular employees who take an approved Leave of Absence pursuant to Article 14 shall accrue seniority during such leave. The rate of seniority accrual shall be the same as the rate of seniority accrual during the 52 calendar weeks prior to the week in which the employee last works immediately prior to commencement of their leave. If the employee's last shift is mid-week the calculation period would conclude at end-of-day on the previous Saturday.
- 2) The total work hours accumulated by the employee during this 52 week calculation period will be divided by 52 for a weekly average. This average will be the rate of accrual during the employee's Leave of Absence.
- 3) In the event the employee has less than 52 weeks of continuous service the calculation period will be the employee's total length of service.
- 4) This Letter of understanding may be rendered void by either the Company or the Union giving the other party at least thirty calendar days prior written notice of such termination.
- 5) The parties agree that this letter is to take effect on a go-forward basis effective January 1, 2008.
- 6) This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth therein in writing, and shall so apply.

Amended August 9, 2012

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