

AGREEMENT

BETWEEN

TERASEN GAS INC.

AND

LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS (GAS)

This Agreement is effective April 1, 2004 and applies to employees of Terasen Gas Inc. (hereinafter designated and known as "Terasen", or the "Company") who are included in the successorship from Terasen Gas (Vancouver Island) or Terasen Gas Whistler

and who are members of

LOCAL 213 of the INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS (GAS)

hereinafter designated and known as "I.B.E.W." or the "Union".

EXPIRY DATE: MARCH 31, 2006

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1. **GENERAL**

- 1.01 The management and the operation of, and the direction and promotion of the working force is vested exclusively in the management, subject to the terms of this Agreement. Any changes in practice not specifically covered by the Agreement shall be the subject of discussion and/or negotiation during the life of this Agreement, as long as they are within the control of the Company.
- 1.02 The following working conditions shall take effect upon the ratification of this Agreement and be binding upon the parties hereto and shall govern all employees of Terasen referred to herein.
- 1.03 Letters or memoranda of understanding which may be written are to be signed by the Company and the Union and are effective for the duration of the current Collective Agreement. Upon expiry they may be extended by mutual agreement between the parties in writing.
- 1.04 Deleted in 1989.
- 1.05 The operation of Sections 50(2) and 50(3) of the Labour Relations Code is hereby excluded pursuant to Section 50(4) of the said Code.
- 1.06 This Agreement expires 31 March 2006. Notwithstanding, the Agreement shall continue thereafter until a new Agreement is signed; or, until 72 hours following strike or lockout notice, at which time the Collective Agreement will cease to apply.
- 1.06.1 Either party may at any time give to the other party "four" months' or more written notice of its intention to re-open the Agreement on the day of expiry or any day thereafter. The Agreement shall be re-opened on the date specified in such notice.
- 1.07 Terasen will indemnify and hold harmless the Company employees from legal liabilities imposed upon them arising from their normal course of employment. The Company does not and cannot be expected to assume risk from mistakes by employees which are made by going beyond the scope of their employment or which arise from grossly negligent conduct. (Formerly L.O.U. #22)
- 1.08 **Regular Employee:** One who holds a permanent, posted job, and does not include a new employee serving his initial probationary period.
- 1.09 Where the singular or masculine is used in this Agreement, these words shall be construed as meaning the plural or feminine where the context requires. Conversely, the reverse is equally true.
- 1.10 Seniority is a date and not an accrued period of employment. Service is an accrued period of employment and it includes credit for all paid time off and approved leaves of absence.

2. RECOGNITION OF UNION

2.01 Terasen recognizes the Union and will not discriminate against any employee because of his connection with it.

2.01.1 The Company agrees that all employees affected by this Agreement shall, within one month after appearing on the payroll, become and remain thereafter members of the Union in good standing as a condition precedent to continued employment with Terasen.

2.01.2 Properly qualified officers of the Union shall be recognized by Terasen for the purpose of discussing any grievance of any employee.

2.02 Check Off

The Company shall forward the names of all new employees affected by this Agreement to the Secretary of the Union within fourteen days from the first day such employees begin work, and agrees to deduct an amount equal to the prevailing Union dues from such employees' pay cheques on their first full pay period and thereafter. The Company further agrees to deduct from the employees' pay cheques any assessment which may be made against any member of the Union.

2.03 Union Representative

The Company will furnish a pass to each representative of the Union to the Company's plants and shops.

2.03.1 An employee elected or appointed to office in the Union which requires his absence from employment shall retain his seniority rights, and shall upon his retirement from such office return to employment.

2.04 It shall be a requirement that representatives of the Union shall notify the Company of any representatives' intentions to visit any work location. Such notification may be given by telephone to the Manager or Supervisor concerned. The Human Resources Department will advise the Union as to the Manager or Supervisor in each area to contact.

2.05 In case the Union suspends or expels any of its members for reason of misconduct, the Company agrees to suspend or dismiss from its service any employee so affected upon presentation of satisfactory proof of such misconduct.

3. CONDITIONS OF EMPLOYMENT

3.01 It is a condition of employment that, subject to the shift work provisions of the Agreement, all employees shall accept shift work when efficient operation or service requirements necessitate.

3.02 Deleted in 1989.

- 3.03 Moved to Article 7.02.2 b.
- 3.03.1 Moved to Article 7.02.2 c.
- 3.03.1.1 Moved to Article 7.02.2 d.
- 3.03.1.2 Moved to Article 7.02.2 e.
- 3.03.1.3 Moved to Article 7.02.2 f.
- 3.03.2 **Seasonal or Temporary Layoff (Interior Only)**
- 3.03.2.1 Moved to Article 7.04
- 3.03.2.2 Moved to Article 7.04
- 3.03.2.3 Moved to Article 7.07.
- 3.04 Employees who are terminated will discontinue their participation in the employee benefits and concessions covered in Articles 13, 14, 15, 16, 17, and 39 subject to the provisions of the respective plans.
- 3.04.1 Moved to Article 7.03.(9).
- 3.05 Temporary employees may be hired for a period of six months or less. The Union shall be advised in writing of the names of all temporary employees and the period for which each is hired. Temporary employees shall not accumulate seniority nor be eligible for pension, MSP, extended health, group life, dental, or long-term disability benefits.
- 3.05.1 Temporary employees are not eligible for the benefits described in Articles 20.04, 24.02.1, 24.03, 24.04, 24.05.
- 3.05.2 Summer students may be hired for up to five months. They shall not be engaged in the installation of mains or services, nor shall they work with escaping gas. Summer students shall be paid basic entry rate (student rate) for all work performed.
- 3.06 Employees will carry wallet size plasticized I.D. cards with photograph while on duty.
- 4. PROBATIONARY PERIODS**
- 4.01 **New Employees**

All new regular employees shall be placed on probation for a period of twelve (12) months exclusive of all time on layoff. During this probationary period the Company may terminate employment of a new employee, without the necessity of providing any reason for doing so provided the Union may raise as a grievance the question whether or not there was discrimination. Where a new employee is not notified of termination of employment before the end of his probationary period it is understood that his application for employment has been approved. This probationary period shall not be affected by changes in classification.

4.02 **Employees Who Transfer To A New Classification**

Any employee who is transferred to a new classification at his request or as a result of selection in a job competition shall be considered as a probationary employee in the new classification for a period of twelve (12) months except for employees transferring into the following classifications who shall be on probation for a period of three (3) months:

Utility Assistant	Materials Truck Driver
Equipment Operator I and II	Clean-Up Truck Driver
Shop Assistant	Recycling Mechanic
Material Handler	Truck Driver
Painter	Labourer
Materials Receiver	

4.02.1 During this probationary period, the employee may choose to return to his previously-held classification or he may be directed by the Company to return to his previously-held classification should management consider him unsuitable for the new classification. Should he return to his previously-held classification under these circumstances he will do so without loss of seniority in his previously-held classification, but shall forfeit seniority in the new classification.

4.02.2 An employee selected and transferred to another classification prior to completing his probationary period shall not lose classification seniority as a result. However, if he returns to such a classification for any reason he will have to complete the remainder of the probationary period. The only exception to this would be in the following classifications, wherein probation in the lower classification will not have to be finished upon completion of probation in the higher classification:

L.N.G. Plant Operator 1/2	Fitter Welder 1/2/3	Commercial SST/Sr SST/SST
Station Mechanic 1/2	Dist Mech 1/DM/DA	Measurement Technician
Utilization Technician 1/2	Shop Mechanic 1/2/3	Measurement Mechanic
Measurement & Controls	Sr. Pipeline Tech/Pipeline	System Operations
Technician I/II/III	Tech 1/2	Technician/Assistant
Welder 1/Crew Ldr/DM/DA	C&CT 1/2/3/4	EODM/DMX/DM
Energy Services Advisor 1/Energy	Distribution Service Agent /	
Services Advisor 2	District Agent	

4.02.3 Upon completion of such probationary period, an employee may no longer choose to return to his previously-held classification.

5. CHANGES IN WORKING CONDITIONS

5.01 New Classifications

When the Company creates any new classification, the wage rate and working conditions, shall, if possible, be set by agreement before an employee starts work on the classification, but if no agreement is reached before work commences, the results of final settlement shall be retroactive to the time the new classification was set up.

5.01.1 If the parties fail to reach agreement with respect to the wage rate of the new classification, either party may refer the matter to David McPhillips (or a substitute agreed to by the parties) for final settlement by final offer arbitration, within thirty days

of the company's unilateral implementation of the new classification and wage rate. The arbitrator shall give equal weight to both internal and external wage rate comparisons in determining the appropriate rate for the new classification.

5.02 **Maintenance of Wage Rate**

When at the Company's convenience, and not because of lack of work, an employee is taken off a higher-paid classification and put on a lower-paid classification, he shall continue to receive the higher rate of pay.

5.02.1 When an employee's machine is under service and/or repair he shall receive his regular Equipment Operator's rate of pay for the remainder of that shift.

5.03 **Contractors**

If a regular employee or the employee's relief has to be demoted because of lack of work the employee will not retain the higher rate if contractors are not employed doing similar work to the demoted employee in that particular employee's section, unless the demoted employee has accumulated one year's seniority in the higher paid classification in which case the employee will retain the higher rate of pay for one month only.

5.03.1 If a regular employee or the employee's relief has to be demoted because of lack of work, the employee will retain the regular rate if contractors are still employed doing similar work to the demoted employee in that particular employee's section.

5.03.2 The Company shall not cause the layoff of a regular employee due to a shortage of work in a section by utilizing a contractor to do work in that section which is done by that employee classification.

5.04 (new 5.02.1)

5.05 **Redundancy Due To New Equipment Or Methods**

Employees who become redundant due to the introduction of new equipment or methods shall be eligible for training to equip them to use the new equipment, or for qualifying for new classifications.

5.06 **Severance Pay Upon Redundancy And For Health Cases**

Terasen will provide one week's severance pay for each year of service to employees who, in the Company's opinion, become health cases to the extent that they may not continue in their classification, or become redundant due to the introduction of new methods, equipment or organization and who cannot be trained for new classifications.

5.06.1 Medical disputes related to severance pay may be referred to a medical consultant selected by the Company.

5.06.2 In both cases a minimum of five years' service is required.

6. GRIEVANCES

6.01 Except as modified by Article 6.01.05, grievances shall first be presented to the immediate Manager concerned.

6.01.01 **Stage I:**

Failing settlement with the immediate Manager or Supervisor, the Union shall then present the grievance in writing to the Business Leader, at which point the grievance shall be submitted in writing, giving details of the alleged violation and the relevant Collective Agreement Article(s).

6.01.02 **Stage II:**

Failing settlement at Stage I, the grievance will be submitted in writing to the appropriate Vice President, with a copy to the Labour Relations Department.

6.01.03 **Stage III:**

Failing settlement at Stage II, the Union will submit the grievance in writing to the Senior or Executive Vice-President, and the Vice-President, Human Resources (or delegates).

6.01.04 Grievances which are committed to writing shall involve a two-week time limit for processing through the levels involved.

6.01.05 Grievances which allege that preference has not been given a job applicant pursuant to Article 8.01 must be presented to the selecting manager or supervisor, or to the Human Resources Department, within two weeks of the date of the Notice of Selection, unless the employee has not received the Notice within two weeks, in which case the grievance must be presented within five working days of receipt of the Notice.

6.02 **Arbitration**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the selection of an employee for a vacancy, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to a Board of Arbitration. The said Board shall consist of three persons, one appointed by the Company, one by the Union, and a Chairperson who shall be chosen by the two appointees; or by mutual agreement it can consist of a single arbitrator chosen by the parties of this Agreement.

6.02.1 Should the parties fail to agree on the selection of a single arbitrator then the three-man Board of Arbitration will apply. Should the appointed members, in the case of a three-person Board, fail to agree upon a Chairperson, they shall request the Minister of Labour to appoint a person to fill the position.

- 6.02.2 The Union or the Company must refer the matter to arbitration within one month after its rejection by either party.
- 6.02.3 The decision of the Board of Arbitration shall be final and binding on both parties.
- 6.02.4 Each party shall pay the fees and expenses of its appointee and one-half the fees and expenses of the Chairman, or one half of the fees and expenses in the case of a single arbitrator.
- 6.02.5 The employees shall continue to work while the above outlined grievance procedure is in progress.
- 6.03 Notwithstanding all of the foregoing provisions of this Article, the following procedure ~~set out in Section 104 of the Labour Relations Code of British Columbia~~ may be implemented by mutual agreement as follows:
- "Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips or a substitute agreed to by the parties, shall at the request of either party,
- a) investigate the difference;
 - b) define the issue in the difference; and
 - c) make written recommendations to resolve the difference within five (5) working days of the date of receipt of the request; and, for those five (5) working days from that date, time does not run in respect of the grievance procedure."

6.04 All disciplinary write-ups will be removed from an employee's record after a period two and one-half (2-1/2) years of working time, if requested by the employee, provided no further disciplinary action has been taken during that two and one-half (2-1/2) year period.

7. SENIORITY

- 7.01 There are four different types of Seniority, defined as follows:
1. **Union Seniority**
 - a. Union Seniority is the date the employee was hired into Terasen, Centra Gas B.C., Centra Gas Whistler, Inland Natural Gas, Columbia Gas or any predecessor Company as a regular employee with I.B.E.W., Local 213 membership.
 - b. Employees in the Metro and Fraser Valley Units who transferred from one Unit to another at the employee's request (not on a bulletin) prior to June 1, 1974 forfeited Union Seniority in their previous Unit(s) but only with regard to bulletining and bumping. (See 8.01.5)
 2. **Regional Seniority:**
 - a. There are three Seniority Regions in the Company:

- Coastal Region is the Lower Mainland (defined as both Metro & Fraser Valley).
 - Interior Region is the Interior (defined as the ex-Inland, Columbia, and Fort Nelson Gas companies).
 - Island Region is Vancouver Island, the Sunshine Coast, Whistler and Squamish (defined as ex-Centra including Whistler, plus Squamish).
- b. Regional Seniority is the date of hire into the Coastal or Interior Region on or before July 28, 1989. Employees hired after July 28, 1989 do not obtain Coastal or Interior Regional Seniority. Regional Seniority is the date of hire into the Island Region on or before December 31, 2003. Employees hired after December 31, 2003 do not obtain any Regional seniority.
- c. Employees possessing Regional Seniority in Coastal or Interior region who transferred to the other (Coastal or Interior) region between July 28, 1989 and June 2, 1991 also established Regional Seniority in the other region on the date of hire into the other region.
- d. Employees leaving a region after June 2, 1991 shall forfeit Regional Seniority in the region they are leaving.

7.01 3. **Unit Seniority:**

- a. There shall be six areas of Unit Seniority in the Company:
- (i) Metro
 - (ii) Fraser Valley
 - (iii) Interior
 - (iv) Victoria (Capital Regional District)
 - (v) North Island (including Sunshine Coast)
 - (vi) Sea to Sky (Whistler and Squamish)

Unit Seniority is the date of the employees' most recent selection letter to a Unit.

4. **Classification Seniority:**

- a. Classification Seniority is the date of an employee's selection letter to a classification. Prior to October 7, 1968, Classification Seniority was established on the date of commencement in the classification for employees selected to classifications in Metro and Fraser Valley.
- b. An employee may establish Classification Seniority in all Units.
- c. A Classification Seniority date, once established, shall not be affected by selection to another job, lay-off or bumping.
- d. An employee who returns to his previously-held classification pursuant to Article 4.02.1 shall forfeit seniority in his new Classification and the employee and the Union will be notified in writing.

- e. An employee who refuses recall to a classification on a seniority basis will forfeit his Classification Seniority in the seniority Unit.
- f. ~~All Mechanical Foremen and Shop Mechanics will establish Classification Seniority within the sub-category described in their job descriptions.~~
- g. Employees hired after December 31, 2003 shall have common Union Seniority rights throughout the Company. Employees hired into the Coastal or Interior Regions of the Company after July 28, 1989 shall have common Union Seniority rights within the Coastal and Interior Regions.
- h. Employees holding Classification Seniority in the following job categories shall be considered to hold Classification seniority in the lower levels of the same job category as specified below:

Classification Seniority continued:

Category	Category	Category	Category	Category
Mechanical Foreman	Materials Leader	Mechanical Foreman	Measurement Shop Leader	Station Mechanic 1
Fitter Welder 1	Stores Leader	Shop Mechanic 1	Measurement Technician	Station Mechanic 2
Fitter Welder 2	Senior Material Handler	Shop Mechanic 2	Measurement Mechanic 1	
Fitter Welder 3	Material Handler		Measurement Mechanic 2	

Category	Category	Category	Category	Category
Utilization Technician 1	Commercial Sales & Service Technician	Electronic Control Technician 1	System Operations Technician	<u>Welder 1</u> (Crew Leader (Arc))
Utilization Technician 2	Senior Sales & Service Technician	Electronic Control Technician 2	System Operations Apprentice	Crew Leader
	Sales & Service Technician	Electronic Control Technician 3	Station Mechanic 2	Distribution Mechanic <u>DMX</u>
	Distribution Services Technician			Distribution Apprentice
	Sales & Service Technician 3			

Category	Category	Category	Category	Category
C&CT 1	Senior Pipeline Technician	Building Operations & Maintenance Leader	Distribution Service Agent 1	Energy Services Advisor 1
C&CT 2	Pipeline Technician I	Shop Mechanic 1	District Agent	Energy Services Advisor 2
C&CT 3	Pipeline Technician II	Shop Mechanic 3	Distribution Services Technician	
C&CT 4	Pipeline Labourer			

- i. Shop Assistants, Utility Assistants and Distribution Apprentices shall have common Classification Seniority, so that seniority established in one classification shall be deemed to have also been established in the other classifications.

7.02

APPLICATION OF SENIORITY

1. **Job Bulletins:**

Union Seniority and Regional Seniority shall be taken into consideration when an applicant is being considered for a bulletined job. (See Article 8.01.1.1)

2. **Layoff**

a. In core level classifications (Labourer; Shop Assistant; Utility Assistant; Distribution Apprentice),in which a layoff occurs, the employee with the least **Union Seniority** within a Coastal Unit,or an Interior or Island Headquarters will be the first to be laid off. In all other classifications, in which a layoff occurs, the employee with the least job Classification Seniority within a Coastal Unit or an Interior or Island Headquarters will be the first to be laid off, except in Interior or Island Headquarters with less than three employees where ability, skill set and efficiency, as indicated by the employee’s general record with the Company may determine the order of layoff.

b. A regular employee who is designated for permanent layoff shall be given (2) weeks' written notice provided that he has completed a period of employment of at least (6) consecutive months. Notice will increase to (3) weeks on completion of a period of employment of (3) consecutive years; thereafter, (1) additional week's notice for each subsequent completed year of employment up to a maximum of (8) weeks' notice. The period of notice shall not coincide with an employee's annual vacation.

c. The Company will pay the following portion of the layoff notice as severance pay:

NOTICE REQUIRED	MINIMUM SEVERANCE PAY	BALANCE OF NOTICE
2 weeks	1 week	1 week
3 weeks	1 week	2 weeks
4 weeks	2 weeks	2 weeks
5 weeks	2 weeks	3 weeks
6 weeks	3 weeks	3 weeks
7 weeks	3 weeks	4 weeks
8 weeks	4 weeks	4 weeks

d. The Company retains the right to pay the balance, or a portion thereof, as additional severance pay in lieu of notice.

e. Employees being bumped are not entitled to layoff notice, but will receive the minimum severance pay specified by .03.1 above, if they revert to laid off status.

f. For severance pay due to redundancy or for health cases, see Article 5.06.

- g. No regular employee in a District will be laid off while a contractor is being used for work normally performed by that employee, except contractors completing a specific project or specific out-of-town assignment may continue to work for a maximum of 15 working days.

7.02 3. **Bumping**

- a. Bumping is a process used by regular employees to avoid lay-off by displacing an employee with less **Classification or Union Seniority**. The laid-off employee's wage rate will be the same as the classification bumped and he may choose one of following five options. Once an option has been chosen, the employee must bump into the first available location (*which will be identified by the Company*) in the numerical sequence specified. For example, if an employee in Williams Lake chooses option 2 and the employee with the least Classification Seniority in his District is in Chetwynd, then he has no further options and must go to Chetwynd.

Option #1 Bumping into a lower level of current job category:

An employee may bump down into the lower levels of your same job category as specified in Article 7.01.4 h., displacing the employee with the least **Classification Seniority** at each level: first, in his current Interior or Island Headquarters or Coastal Unit; second, in his current Interior or Island District; third, in his current Interior or Island Unit; fourth, in his former Coastal Unit and ~~fifth, in his former Interior Unit;~~ or

Note: Unit Seniority in the Island Units prior to January 1, 2004 is not recognized for purposes of bumping into "former Unit".

Option #2 Bumping into the same level of current classification:

An employee may bump the employee in his current classification with the least **Classification Seniority**: first, in his current Interior or Island District; second, in his current Interior or Island Unit; third, in his former ~~Coastal Unit and~~ fourth, in his former Interior Unit; or

Option #3 Bumping into the most recent previously held classification:

If an employee has previously held other classifications, he may bump the employee in his most recent previously-held existing classification with the least **Classification Seniority**: first, in his current Interior or Island Headquarters or current Coastal Unit; second, in his current Interior or Island District; third, in his current Interior or Island Unit; fourth, in his former ~~Coastal Unit;~~ and fifth, in his former Interior Unit. When an employee is unable to bump into his most recent previously-held existing classification **due to lack of seniority**, s/he may bump into the next previously-held existing classification, and so on. **This type of bumping can only occur in the employee's reverse order of his job history.**

Option #4 Bumping into a core level classification:

An employee may bump the employee with the least **Union Seniority** in the core level classifications; Labourer, Shop Assistant; Utility Assistant; Distribution Apprentice in the following numerical sequence; first, in his current Interior or Island Headquarters or current Coastal Unit; second, in his current Interior or Island District; third, in his current Interior or Island Unit; fourth, in his former ~~Coastal Unit,~~ fifth, in his former Interior Unit and sixth,

Company-wide: and, only if no bumps are available in the above core ~~four~~ classifications, he may bump a Distribution Mechanic at each stage of the sequence. **For example, First; core level if available, then DM in his current Interior or Island Headquarters; Second; core level if available, then DM in his current Interior or Island District or Current Coastal Unit, etc.**

Option #5 Recall List:

If an employee is unable, or chooses not to exercise any of the above options, he will be laid off to the recall list pursuant to Article 7.03.1.

7.02 3. **Bumping cont'd.**

- b. In cases of equal Classification Seniority, Union Seniority shall govern. In cases of equal Classification and equal Union Seniority, Unit Seniority shall govern. In cases of equal Classification, equal Union and equal Unit Seniority, the employee(s) with the least points, based on their most recent performance review, will be laid off. To determine the number of points, the Company will assign points for each category of the fourteen standard performance measures, as below:

	Unsatisfactory	Developing Towards	Achieving
Productivity	1 or 2	3 or 4	5 or 6
Quality of Work	1 or 2	3 or 4	5 or 6
Job Knowledge	1 or 2	3 or 4	5 or 6
Work Attitude	1 or 2	3 or 4	5 or 6
Safety	1 or 2	3 or 4	5 or 6
Judgement	1 or 2	3 or 4	5 or 6
Interpersonal Skills	1 or 2	3 or 4	5 or 6
Coping Ability	1 or 2	3 or 4	5 or 6
Public Relations	1 or 2	3 or 4	5 or 6
Housekeeping	1 or 2	3 or 4	5 or 6
Personal Appearance	1 or 2	n/a	5 or 6
Communication	1 or 2	3 or 4	5 or 6
Attendance	1 or 2	Marginal 3 or 4	Satisfactory 5 or 6
Punctuality	1 or 2	n/a	Satisfactory 5 or 6

- c. The employee will notify his Manager in writing of his bumping option selection within five (5) working days of receiving his layoff notice and bumping options, or he will relinquish all bumping rights.

7.03 **Recall for Regular Employees:**

1. A laid off employee shall retain recall rights for twelve (12) months from the date of layoff and will be eligible for recall in order of **Classification Seniority** to any previously held classification, first, to his Interior or Island Headquarters or Coastal Unit; second, to his Interior or Island District or Coastal Region; third, to his Interior or Island Unit; fourth, to his former ~~Coastal or Interior~~ Unit and fifth, to any core level classification, Company-wide, as specified in Article 7.02.3 a., Option 4, in order of **Union Seniority**.
2. Employees recalled within twelve (12) months will not be considered new hires. Employees who have not been recalled within twelve (12) months will be terminated.
3. If a recalled employee refuses a permanent position within his Interior or Island Headquarters or Coastal Unit, he shall forfeit all seniority and right to recall, except if he is in continuous, unbroken, full-time attendance at an educational institution in British Columbia to a maximum of five (5) continuous, unbroken years from the date of layoff.
4. Recall to temporary positions shall not exceed three months cumulative and will not result in an extension to the twelve (12) month recall period.
5. Employees who cannot be recalled due to an accident or illness, confirmed by a medical certificate from a mutually-agreed physician, will have their twelve (12) month recall period extended for the period of the illness or disability to a maximum of an additional six (6) months.
6. Contractors will not be engaged to perform work within the classification or job description of laid-off employees, except when the duration of the work is less than twenty (20) working days.
7. Subject to qualifications, no new employees will be hired until all eligible laid-off employees have been recalled from the recall list.
8. Employees who are laid off shall leave their current address and telephone number with the Human Resources Department and the Union. The onus shall rest with the employee to immediately notify the Human Resources Department and the Union in writing of any change of address or telephone number.
9. Employees on permanent layoff who remain on the recall list may continue in the welfare benefit plans for the period of time which they are on the recall list (maximum 12 months) providing they are not employed elsewhere. The Company will pay for such participation.

7.04 **Temporary Layoff, Bumping and Recall**

1. Article 7.04 supersedes the terms, conditions and provisions of Articles 3.03.2.1, 3.03.2.2.
2. No less than two weeks prior to the anticipated last day of work, the supervisor shall meet with the employees to formulate a schedule which maximizes the use of employee **SWYL and Supplementary vacations if applicable** to avoid or postpone layoff.

3. The time off/layoff schedule can be revised by mutual agreement as may be warranted by weather, workload, or other relevant consideration.
4. If the employee's SWYL and Supplementary Vacation if applicable, are exhausted before sufficient work is available it is necessary to recall the employee, s/he will be laid off.
5. From time to time it may be necessary to lay off employees in the following classifications: Welder 1 (CREW LEADER (ARC)); CREW LEADER; DISTRIBUTION MECHANIC; DMX; EO/DM ; EQUIPMENT OPERATOR 'P'; DISTRIBUTION APPRENTICE; OPERATIONS TECHNICIAN; OR CLASSIFICATIONS DERIVED FROM OR SUBSTANTIALLY IDENTICAL TO THESE CLASSIFICATIONS on a temporary [*herein defined as not exceeding one hundred and twenty-two (122) continuous calendar days*] basis for a variety of weather, workload or business reasons. [NOTE: IF THE LAYOFF EXCEEDS 122 CONTINUOUS CALENDAR DAYS, THE EMPLOYEE WILL BE PERMANENTLY LAID OFF PURSUANT TO ARTICLE 7.02 (b) AND RETAIN FULL 12 MONTH RECALL RIGHTS FROM THE DATE OF PERMANENT LAYOFF PURSUANT TO ARTICLE 7.03.1
6. Employees shall receive 10 working days written notice of layoff along with their bumping options. The employee will notify his manager in writing of his bumping option selection within (5) working days of receiving his layoff notice and bumping options, or he will relinquish all bumping rights.
7. Employees in the following job categories: Crew Leader, Welder 1 (Crew Leader (Arc)), EODM, Operations Technician, Equipment Operator "P"; receiving temporary layoff notice may exercise their bumping rights for the period of temporary layoff by temporarily bumping the Distribution Mechanic with the least Union Seniority and, only if no bumps are available in that classification, they may bump into the core classifications (Labourer, Shop Assistant; Utility Assistant; Distribution Apprentice). In both instances, the sequence will be: first, in his current Interior Headquarters or Coastal Unit, second, in his current Interior District or Current Coastal Region; third, in his current Interior Unit.

Employees in the following job categories; Distribution Mechanic, DMX and core level classifications; receiving temporary layoff notice may exercise their bumping rights for the period of temporary layoff by temporarily bumping the employee with the least Union Seniority in the core classifications: (Labourer, Shop Assistant, Utility Assistant, Distribution Apprentice). The sequence will be: first, in his current Interior Headquarters or Coastal Unit, second, in his current Interior District or current Coastal Region; third, in his current Interior Unit.

 - a. His wage rate will be the same as the classification bumped and he will not be entitled to any moving, travel, or board and lodging expenses.
 - b. He must continue to work at the other headquarters until he is laid off or recalled to his regular headquarters;
 - c. District status will not accrue at any temporary headquarters, for the purpose of applying for temporary job postings.
8. A regular employee who is laid off to the recall list may qualify himself for temporary recall at any Interior or Island Headquarters or Coastal Unit, Company-wide by notifying his Manager.

9. When all laid-off regular employees in a Coastal Unit have been recalled, all other regular laid-off employees who have qualified themselves for temporary recall shall be recalled in order of Union Seniority.

When all laid-off regular employees in an Interior District have been recalled, employees in the Interior Unit who have qualified themselves for temporary recall shall be recalled in order of Union Seniority.

Should there be an insufficient number of employees who have elected temporary recall within the Interior Unit, employees from other Units who have qualified themselves for temporary recall shall be recalled to the Interior Unit in order of Union seniority.

When all laid-off regular employees in an Island District have been recalled, employees in that Island Unit who have qualified themselves for temporary recall shall be recalled in order of Union Seniority.

Should there be an insufficient number of employees who have elected temporary recall within the Island Unit, employees from other Units who have qualified themselves for temporary recall shall be recalled to that Island Unit in order of Union seniority.

10. If an employee refuses recall to a temporary position in excess of ten (10) working days in his Coastal Unit or Interior or Island District, he will lose his right of temporary recall for the duration of his temporary layoff.
11. An employee recalled to another District or Unit must continue to work there until he is laid off or recalled to his regular District or Unit.

7.05 The Company will provide the Union with a current seniority list once each calendar year.

7.06 Where an employee bumps to a classification in Option #4, Article 7.02.3, he shall pay his own moving expenses.

7.07 Regular employees on seasonal or temporary layoff ~~in the Interior Region or Coastal Region or Island Region~~, and who remain on the recall list may continue participation in the group life, health benefits, and dental plans at Company expense for a maximum of twelve (12) calendar months, unless they are employed elsewhere and eligible for these same types of benefits.

8. POSTING OF JOB VACANCIES

8.01 Regular Positions:

8.01.1.1 The Company will post bulletins on a company-wide basis. Subject to Article 8.01.1.5, the following seniority criteria shall be taken into consideration:

- (a) Selection will be based first by Regional Seniority and followed by Union Seniority (see Article 7.01.2), ~~for all employees hired on or before July 28, 1989~~ except that Squamish selection is based on Union Seniority only.

~~(b) For employees hired after July 28, 1989, selection will be based on Union Seniority.~~

- 8.01.1.2 The Company shall post bulletins advising all employees covered by this Agreement of any positions to be filled. All bulletins must conform to the Agreement, but where any position is created, Article 5.01 shall apply and such bulletins shall conform to the new job as agreed upon.
- 8.01.1.3 All regular employees covered by this Agreement shall have the right to apply for bulletined positions. Except for applicants applying for a promotion or for a lateral move within the same classification, an employee will not be eligible to compete for bulletined positions during his probationary period in the job he currently holds. For purposes of this clause "promotion" means applying for a position which pays a higher normal base rate than the base rate of the employee's regular job.
- 8.01.1.4 All job bulletins are to be posted at least two weeks before closing date to allow for receipt of applications. Copies of such bulletins will be mailed to employees who do not report daily to headquarters where bulletins are posted.
- 8.01.1.5 Subject to ability and efficiency, Union and Regional seniority shall be the governing factors in promotions. (See Article 8.01.1.1.) For the Mechanical Foreman/Shop Leader, Distribution Service Agent (1 and 2), Senior Pipeline Technician, Senior Administration Clerk, Group Leader - Measurement, Gas Distribution Planner, Energy Services Advisor 1 and Credit and Collections Representative classifications, selections shall be made on the basis of merit, efficiency and seniority. For the Instructor classification, the final responsibility for selection rests with the company, subject to the company's decision not being arbitrary or discriminatory. A representative of the Union may be present during the interview process for the above-named classifications, however will not be a participant in the interview.
- 8.01.1.6 The Company's history of an employee's general record shall determine the employee's ability and efficiency.
- 8.01.1.7 The Company will inform the Union of the names and seniority date of all applicants to posted bulletins.
- 8.01.1.8 The Company will review any applicant which the Union Business Agent believes deserves special consideration before the applicants are notified, but the ultimate responsibility of selection shall be the Company's and it shall be sole judge in this matter.
- 8.01.2 Bulletins for regular positions to be filled permanently shall be posted as expeditiously as possible and selections shall be made within six weeks. During the six week interim period the Company may select relief or other qualified employees to perform the work without accruing regular seniority.
- 8.01.3 An employee who moves to another unit will be considered to be junior in classification seniority in the position to which the employee was selected. The employee will then accrue job classification seniority in the standard way.
- 8.01.4 If as a result of a job bulletin, the transfer of employees from a "section" should leave that "section" with a depleted work force so that operation requirements would be

adversely affected, the Company may delay the transfer of such employees until their respective trained replacements are available. Any such employee retained by a "section" as described above would not lose any job classification seniority in their new position.

8.01.4.1 If the employee's transfer on a promotion is delayed by more than three weeks for the company's convenience, the employee will nevertheless receive the regular wage rate of the new position effective the first day of the fourth week following the date the employee signs the Letter of Acceptance.

8.01.5 Effective June 1, 1974, job bulletining was introduced on a Coastal region-wide basis. Employees who had transferred, at their own request, to a labourer's position in a different seniority unit prior to June 1, 1974 shall have thereby relinquished all previous Union seniority and shall have established a new Union seniority date for job selection purposes. This clause creates no entitlements for the former employees of the BC Hydro Victoria Gas Operations.

8.01.5.1 The Union seniority date of such employees for job selection purposes is the unit seniority date they established on transfer to the labourer's position in the different seniority unit.

8.02 **Relief Positions: (Coastal Only)**

Superseded by LOU No. 31.

8.02.1 The Company shall post relief bulletins and make selections to provide normal relief requirements in the various classifications.

8.02.2 Relief bulletins shall be required to fill temporary vacancies when it is known the duration of the vacancy will exceed six weeks. Relief bulletins shall not be required to fill vacancies of a six week or lesser duration.

8.02.3 Relief bulletins shall be posted in the seniority unit in which such relief vacancies occur except for relief vacancies in the L.N.G. Plant which shall be posted throughout the Coastal Region.

8.02.4 Employees selected by bulletin to relief positions shall accrue seniority in the relief classification only.

8.02.5 If there are no qualified applicants on bulletined relief positions, the Company shall appoint junior qualified employees to fill such vacancies.

8.03 **Moving Expenses- General**

Moved to Article 9.

8.04 **Moving Expenses: (Coastal Region)**

Moved to Article 9.

- 8.05 **Moving: (Interior Region)**
Moved to Article 9.
- 8.06 **Temporary/Relief Posting: (Interior Only)**
Superseded by LOU No. 31.
- 8.06.1 A job vacancy in a regular classification (except Distribution Mechanic Apprentice) of more than 3 consecutive months or 5 accumulated months but of less than 10 months in any 12 month period (including earned vacation and shorter work year leave), allowing for unpaid leave of absence and sickness, will be considered temporary.
- 8.06.2 A temporary job vacancy will be posted only in the District within which it exists and all employees usually employed in that District shall have the right to apply for such a position.
- 8.06.3 A job vacancy not described in Clause 8.06.1 may be filled by appointment without considering seniority, when, in the Company's opinion, it is impractical to consider seniority.
- 8.06.4 A temporary job posting shall expire automatically if the employee holding it does not work in it for 12 consecutive months.
- 8.06.5 When an employee has been awarded a regular job as a result of a temporary/relief job posting, the Company shall be exempt from all moving costs except as outlined in Clause 8.05.
- 8.06.6 Employees holding temporary job postings may be demoted to their regular classifications, without notice, when there is no work in the temporary classification. The Company is excused from recalling such employees if the work in the temporary job posting is of an unforeseen, incidental nature of very short duration.
- 8.07 **SSTs and DSTs: (Interior & Island)**
- 8.07.1 Deleted in 1991.
- 8.07.2 A full-time requirement for a Sales and Service Technician may occur in a town where more than one fully ticketed Sales and Service Technician already holds a bulletined job. In that case, a Sales and Service Technician position will be posted, but non-ticketed employees would also be invited to apply.
- 8.07.3 If there is no ticketed person available (either an existing employee or one from outside the Company), then non-ticketed applicants will be given consideration. The Company will normally not consider applicants with less than two (2) years' service. If a suitable candidate with the proper ability and efficiency and working experience has applied, then a Sales & Service Technician 3 position would be awarded to the successful non-ticketed applicant.

8.08 **Special Situations: (Interior)**

8.08.1 Situations may arise where there is a full-time requirement for short periods of time for a Distribution Mechanic Apprentice to perform other work assignments. In filling such a job, a Distribution Mechanic Apprentice capable of performing the necessary work may be hired or kept on to perform that work even though another Distribution Mechanic Apprentice with more seniority who is not capable of performing that work is on lay-off.

8.08.2 In determining whether or not an employee is capable of performing the "necessary work", his previous ability and efficiency will be considered. When the "necessary work" requires a special skill or experience such as welding, equipment operating, etc., the person selected to perform such work will have previously demonstrated a related level of performance that is acceptable to the Company. Except to overcome operational or personnel difficulties, when the "necessary work" does not require an easily identified skill or experience requirement, the Company must, prior to recalling an employee to work, discuss a potential selection with the local Shop Steward. The selection shall be subject to the grievance procedure. When the requirements for utilizing those special skills or experience ceases, then normal seniority provisions governing lay-off and recall would prevail.

8.08.3 Deleted in 1991.

8.08.4 Deleted in 1991.

8.09 Deleted in 1991.

8.10 **Branch Managers: (Interior)**

8.10.1 Whenever a Branch is operated by one (1) employee, which employee is classified as a "Branch Manager", such employee may carry on work that would ordinarily come within the jurisdiction of the Union.

8.10.2 Staffing with respect to one (1) employee Branches is the sole responsibility of the Company until such time as the one (1) employee can no longer handle the duties that fall within the jurisdiction of Local 213, PROVIDED, HOWEVER, when such one (1) employee towns exceed one thousand (1,000) or more active gas meters the Company will add an additional Sales and Service Technician to carry out the work that would normally fall within the jurisdiction of the Union.

8.10.3 The class of employees used in each of the towns is the responsibility of the Company. Neither 8.10.1 nor 8.10.2 above shall be used to reduce the numbers of employees nor the classifications currently in effect in their towns.

8.10.4.1 Only an I.B.E.W. Sales and Service Technician may replace a Branch Manager of a one (1) employee town, while he is on vacation or on sick leave.

9. **MOVING EXPENSES**

9.01 The Company will pay moving expenses where an employee is selected for a bulletined regular job in another unit (Coastal Region) or another headquarters (Interior or Island

Regions) and where the employee moves to his new Unit or headquarters as applicable, under the following conditions:

- (a) where the employee is promoted;
- (b) where a lateral transfer or demotion is involved providing the employee has more than four years' service and has not been moved at the Company's expense within the previous four years;
- (c) where an employee successfully applies for a bulletined regular job of a continuing nature and where the job disappears after the employee has assumed it;
- (d) where the Company directs an employee to move (eg. pursuant to Articles 4.02 or 29.01), or where the Company requests an employee to fill a job which requires the employee to move.

9.02 Moving expenses are defined as standard packing and moving charges and transportation costs for the employee and his resident family plus incidental expenses up to \$350. Incidental expenses would include such items as housecleaning and disconnecting and reconnecting of appliances and utilities.

9.02.1 Up to three days off with pay will be allowed for purposes of moving and establishing in the new location.

9.02.2 All expense claims must be supported by receipts.

9.03 Where an employee is directed by the Company to change his headquarters to fill a job, the Company will pay moving expenses as defined above.

9.04 The Company will pay all costs for moving, pursuant to the provisions of Article 9.01, on a one-time basis, resulting from "demotions" arising due to restricted work or due to failing physical ability, wherein the employee affected exercises his rights under the Agreement either by way of seniority or alternatively, as the successful applicant for a bulletined job.

9.05 Should it not be possible to obtain suitable living quarters at the new location immediately, the Company will pay for reasonable accommodation and a meal allowance per calendar day for a period not to exceed 30 calendar days, at the option of the employee, as follows:

- a) \$32.00 meal allowance per day if the employee stays in a housekeeping unit,
- b) \$42.00 meal allowance per day if the employee stays in a non-housekeeping unit.

9.06 The Company will not pay moving expenses where:

1. A regular employee transfers to another headquarters permanently at his own request.
2. An employee on probation is choosing to return to his previously-held classification pursuant to Article 4.02.
3. An employee is recalled to his previous region after having bumped pursuant to Article 7.02.3.

- 9.07 Where an employee bumps to the Labourer or Distribution Mechanic Apprentice classification under Article 7.02.3.4, he shall pay his own moving expenses.
- 9.08 Notwithstanding any other provision of this Agreement, when successive vacancies result from an initial vacancy being filled by bulletin; and employees have received paid moves on two consecutive bulletins pursuant to the successive vacancies; the company is not liable for moving expenses on any other successive selections, unless such move is into the other Region.
- 10. JOB INTERCHANGE - CONSTRUCTION AND MAINTENANCE TO CUSTOMER SERVICE AND TO MEASUREMENT SHOP (Coastal Only)**
- Superseded by LOU No. 31.**
- 10.01 To meet seasonal and other work load fluctuations and unplanned temporary absences in Metro and Fraser Valley Customer Service Sections, the Company can interchange employees to those sections from the Construction and Maintenance, Transmission Operations, System Operations and Operations Support sections, as well as from lower paid classifications in the respective Customer Service Sections. This Article shall also apply to the interchange of employees from the Metro Construction and Maintenance and Operations Support Section to the Measurement Shop.
- 10.01.1 Notwithstanding the above, Shop Mechanics, Stores Leader, and all classifications paid above the rate for Crew Leader and UT 1 will not be eligible for interchange.
- 10.02 Customer Service vacancies for interchange positions shall be bulletined separately within Metro and Fraser Valley Units so that interchange will be confined within each Unit.
- 10.02.1 Measurement Shop vacancies for interchange to the classification of Measurement Mechanic shall be bulletined in the Metro Unit only.
- 10.03 Call lists of employees designated for interchange shall be compiled separately for the Metro and Fraser Valley Units.
- 10.03.1 Under normal operating conditions, approximately ten employees shall be named on the Metro call list, and approximately five employees shall be named on the Fraser Valley call list, and approximately ten employees shall be named on the Measurement Mechanic Metro Interchange call list, but these numbers may be increased at the discretion of the Company.
- 10.04 Seniority shall not apply to the temporary category.
- 10.05 An interchanged employee shall receive either the rate of his permanent job or the rate of the Interchanged Position, whichever is the greater.
- 10.06 Before an employee is interchanged to Customer Service he shall have received prior training in residential Class 3 service calls, residential meter and regulator changes and routine surveys.

- 10.06.1 Before an employee is interchanged to the classification of Measurement Mechanic he shall have received at least 3 days prior training in the overhauling, repairing and adjusting of meters and regulators.
- 10.07 Whenever practical the Company will give 24 hours notice of an interchange.
- 10.08 In the Fraser Valley Unit only, it is agreed that three (3) headquarters will be established, these are: Fraser Valley Operations Centre, the serviceman's home, or any Gas Compound, within his municipal headquarters.
- 10.08.1 Servicemen will be notified the previous day as to which headquarters they shall report.
- 10.08.2 They shall report to the headquarters at the normal starting time.
- 10.08.3 Use of service vehicles shall be according to existing practices within the Customer Service Section.
- 10.09 Deleted in 1991.
- 10.10 In addition to the foregoing, the Company can recruit larger numbers of employees for emergency work resulting from large outages, extreme weather conditions, etc.
- 10.11 Interchange Utilization Technicians and Measurement Mechanics shall move to the Customer Service Sections and Measurement Shop on the basis of Company seniority with the most senior moving first.
- 10.11.1 They shall return to their regular positions on the basis of Company seniority with the least senior returning first.
- 10.12 No penalty premium or extra pay for different starting and finishing times will be paid to day workers whose normal or negotiated hours of work differ from the normal or negotiated hours of work of their interchange destination.
- 11. ACCREDITED SERVICE**
- 11.01 Accredited service means the total of all periods of service as a regular or temporary employee of Terasen, or as an employee of a predecessor company or organization. For employees hired after April 1, 1991, accredited service means the total of all periods of service as a regular or temporary employee of Inland Natural Gas or Columbia Natural Gas or their subsidiaries or predecessors, or as an employee of the former B. C. Hydro Gas Division or as an employee of Centra Gas (BC) or Centra Gas Whistler..
- 11.01.1 Up to 31 December 1964, periods of layoff less than six months' duration were included in the determination of accredited service.
- 11.01.2 From 1 January 1965, periods during which an employee is laid off are not recognized in the calculation of accredited service.
- 11.01.3 Accredited service is not related to the calculation of classification or Union seniority.
- 12. INTERCHANGE (Interior Only)**

Superseded by LOU No. 31

- 12.01 The Company may utilize employees from one Department to another provided such employees are qualified to do the necessary work.
- 12.02 Any employee of one Department who is being utilized in another Department shall receive the higher of his existing wage rate or the wage rate applicable to the work he will be doing.
- 12.03 To overcome operational or personnel difficulties such as seasonal, or other work load fluctuations, a regular Employee may carry out work for which he is qualified and which may be part of work normally carried out by other Employees (in any Department) as long as no other regular Employee is displaced by the process.
- 12.04 Employees may be used for unskilled functions in the Warehouse, Meter Shop and Service Department. These unskilled functions would, among other things, include meter reading and hanging pre-set domestic meters. For clarification purposes it is agreed that a Distribution Mechanic Apprentice, under Interchange, may at any time, perform unskilled functions normally carried out by a Department other than Operations and Construction. Under these circumstances, his seniority will continue to accrue as a Distribution Mechanic Apprentice in the Operations and Construction Department.
- 12.05 Interchange will not be used to reduce the number of **Regular** employees, except by attrition, in either department.

13. GROUP LIFE INSURANCE

- 13.01 The Company and employees who are covered by this Agreement shall continue with the benefits of group life insurance as provided under the terms of the policy with Maritime Life Assurance Company, Policy No. 4517, Div 60-600, dated January 1, 1998, and amendments thereto.
- 13.02 All employees certified under this Agreement must join the group insurance plan as provided by the Company.
- 13.03 The Company shall contribute one hundred percent (100%) of the cost of the policy.
- 13.04 ~~Group life insurance benefits shall be calculated twice yearly. An employee's basic wage rate in effect on January 1st shall be annualized by multiplying by 2087 hours (coastal) and 1,956.7 hours (interior). The product shall determine the life insurance coverage for the period January 1 to June 30.~~
- ~~An employee's base wage rate in effect on July 1 shall be annualized by multiplying by 2087 hours (coastal) and 1,956.7 hours (interior). The product shall determine life insurance coverage for the period July 1 to December 31.~~
- 13.05 The life insurance benefit is equal to two (2) times the employee's basic annual earnings as calculated at the time of death, rounded to the next higher \$1000, if not already a multiple of \$1000.

- 13.06 Life insurance is payable in the event of an employee's death from any cause. The benefit is payable in a lump sum to the employee's designated beneficiary.
- 13.07 An employee who retires and draws an immediate Terasen pension will be covered for 50% of the insurance in effect immediately prior to retirement. The amount will be reduced annually by 10% of the insurance in effect immediately prior to retirement until a minimum of \$2,500 is reached. This minimum shall remain in effect for the remainder of the retired employee's life. (see 2004 Adjustment Plan for treatment of employees who retired from Centra Gas B.C. or Centra Gas Whistler).
- 13.08 An employee receiving Long Term Disability benefits under Article 17 shall remain covered for the Life Insurance coverage in effect immediately prior to the disability.

14. HEALTH BENEFITS

- 14.01 The Company and the eligible employees who are covered by this Agreement shall continue with the Medical Services Plan of British Columbia and the Extended Health Benefits Plan. The Company will pay the full cost of the premium of the plans.
- 14.02 The Medical Services Plan (MSP) covers such things as medical, surgical, obstetrical and optometric services.
- 14.03 The Extended Health Benefits Plan pays for some services not covered by MSP. The Plan will pay 100% of all eligible expenses in excess of a \$25 deductible per person or family each calendar year. The maximum benefit payable during the lifetime of any family member is \$1,000,000.
- Extended Health Benefits Plan to include standard vision care to a maximum of \$150 every two years per person enrolled in the plan.

15. DENTAL PLAN

- 15.01 All employees as hereinafter defined are eligible to enroll in the Company's Dental Plan currently in effect with Pacific Blue Cross. The plan includes:
- Plan A - 100% payment of fees
 - Plan B - 65% co-insurance (effective 92.04.01)
 - Plan C - 50% co-insurance to a maximum of \$3,000 lifetime benefits per person enrolled in the plan.
- 15.02 Payment of benefits under the Plan is based on the B.C. College of Dental Surgeons' Schedule of Fees. Regular employees are eligible for enrollment when they have accumulated more than six (6) months of Company service or after three (3) months of continuous service.
- 15.03 An employee being placed on lay-off status will be given the option of maintaining Dental Plan benefits, pursuant to Articles 3.03.2.3 and 3.04.1.
- 15.03.1 An employee electing to maintain dental benefits who is not covered pursuant to Article 3.03.2.3 must pay the full one hundred percent (100%) monthly premium cost, in advance, for the period of lay-off. If the period of lay-off extends longer than

anticipated, the employee must make arrangements to pre-pay the full one hundred percent (100%) monthly premium for the extended period of lay-off.

15.03.2 When an employee who has maintained Dental Plan benefits during lay-off is recalled to work, the company will begin contributing towards his Dental Plan benefit premiums beginning the first day of the month coincident with, or following, the date of recall to work.

15.03.3 An employee electing not to maintain dental benefits during lay-off, will have that coverage cease on the last day of the month coincident with, or following, his date of lay-off.

15.03.4 When an employee who has not maintained Dental Plan benefits during lay-off is recalled to work, the benefit will be restored on the first day of the month coincident with, or following, one (1) month after recall.

15.04 The Company shall pay one hundred percent (100%) of the Dental Plan premium.

15.05 Deleted in 1991.

16. PAID SICK LEAVE ALLOWANCES

16.01 An employee becomes eligible for paid sick leave benefits after accumulating three (3) months of service with the Company.

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

PERIOD OF SERVICE WITH THE COMPANY AT PREVIOUS JULY 1		PAID SICK LEAVE ALLOWANCE PER PLAN YEAR	
		NO. OF WEEKS	
		FULL	70%
3 mos	- 1 yr less 1 day	1	14
1 yr	- 2 yrs less 1 day	2	13
2 yrs	- 3 yrs less 1 day	3	12
3 yrs	- 4 yrs less 1 day	4	11
4 yrs	- 5 yrs less 1 day	5	10
5 yrs	- 6 yrs less 1 day	6	9
6 yrs	- 7 yrs less 1 day	7	8
7 yrs	- 8 yrs less 1 day	8	7
8 yrs	- 9 yrs less 1 day	9	6
9 yrs	- 10 yrs less 1 day	10	5
10 yrs	- 11 yrs less 1 day	11	4
11 yrs	- 12 yrs less 1 day	12	3
12 yrs	- 13 yrs less 1 day	13	2
13 yrs	- 14 yrs less 1 day	14	1
14 yrs or more		15	0

Employees who were not with the Company at the previous July 1st, will have their period of service determined as the period of time from the date their employment with the Company commenced until the date of their disability.

- 16.03 A plan year is defined as a twelve (12) month period beginning on July 1, and ending on June 30.
- 16.04 For purposes of this Article, "regular earnings" means the hourly wage rate in effect at the date of disability, for the employee's normal job classification, multiplied by 7.5 hours per day (37.5 hours per week) or 8 hours per day (40 hours per week) as appropriate.
- 16.05 When the entitlement at full regular earnings has been exhausted, employees will be eligible to receive further paid sick leave benefits of seventy percent (70%) of regular earnings for the balance of a fifteen (15) week period.
- 16.06 Any unused days of paid sick leave allowance at full regular earnings cannot be carried over from one plan year to the next. If a disability continues into a new plan year, the amount of benefits at full regular earnings for that disability in the new plan year will be the balance of what is left from the previous plan year's full regular earnings entitlement.
- 16.07.1 Wherever possible, employees should schedule medical and dental appointments outside of normal working hours.
- 16.07.2 Where it is not possible for an employee to schedule such appointments outside of normal working hours, the employee will not have the first hour of any such leave deducted from their sick leave and their pay.
- 16.07.3 The second hour of such leave will be deducted from the employee's overtime bank, or if the employee has no overtime bank, will be without pay.
- 16.08.1 If an employee has received fifteen (15) weeks of paid sick leave benefits and returns to active duty, the employee will have his entitlement as at the previous July 1, reinstated after one (1) months service in the case of a new disability, and after three (3) months service in the case of the same or a related disability.
- 16.08.2 If a disabled employee has exhausted his paid sick leave benefits prior to the expiry of the 15 - week elimination period for Long Term Disability, he shall be paid seventy percent (70%) of regular earnings for the balance of the elimination period.
- 16.09.1 Benefits under this plan will be reduced by any benefits an employee may be eligible to receive under any government sponsored plan, other than Employment Insurance. Income benefits from any individual disability policy which has been purchased by an employee will not be considered in determining benefit entitlement under this plan.
- 16.09.2 Terasen SICK LEAVE BANK: Employees in the Coastal Region as at September 30, 1989, or in the Victoria Unit as at December 31, 2003 and who have banked sick leave entitlement on that date, will establish a non-renewable Terasen Sick Leave Bank equal to two-thirds (2/3) of that entitlement. For North Island and Whistler employees, the company will calculate a sick leave bank on the same basis as though they had been a Victoria employee, given their length of service as at December 31, 2003. This Bank

shall be used as a supplement to earnings while the employee is in receipt of sick leave or of Long Term Disability payments at 70% of regular earnings. Payout of the Terasen Sick Leave Bank will be thirty percent (30%) of regular earnings and will cease when the disability is over or when the Bank is exhausted.

- 16.09.2.1 Coastal employees on paid sick leave on September 30, 1989 will establish their sick leave bank as at the date on which they are authorized to return to work. Former Centra employees on paid sick leave on December 31, 2003 will establish their sick leave bank as at the date on which they are authorized to return to work.
- 16.09.2.2 When the sick leave bank is exhausted, or in the case of employees who do not have a sick leave bank, the employee's other time banks shall be used to supplement earnings as above, in the following order:
1. Deferred Bank (time earned, but not taken, the previous year)
 2. Overtime Leave Bank
 3. Shorter Work Year Leave
 4. Annual Vacation
 5. Early Retirement Bank
- 16.10 Employees absent from work for any of the following reasons will not be eligible for paid sick leave benefits:
- 16.10.1 disabilities which occur while on an unpaid leave of absence, except where the unpaid leave of absence has been granted for Union business if such leave does not exceed fourteen (14) days;
- 16.10.2 disabilities which occur while an employee is locked out, on strike, walk-out or other work stoppage;
- 16.10.3 disabilities which occur while the employee is on maternity leave;
- 16.10.4 disabilities covered by any Workers' Compensation Act;
- 16.10.5 disabilities caused by intentionally self-inflicted injuries or disease; while serving in the Armed Forces; while participating in a riot, war or civil disobedience; or while committing a criminal offence or serving a prison sentence.
- 16.11 When an employee is given notice of lay-off and the employee subsequently becomes disabled within two (2) months of the effective date of the lay-off, the paid sick leave benefits will terminate on the effective date of the lay-off.
- 16.12 Employees with health problems will be considered for severance pay providing the employee is not receiving long term disability benefits.
- 16.12.1 Subject to agreement of the union, the company may refer an employee to a vocational health practitioner with the goal of improving the employee's health and/or work environment; the objective being a sustained return to work and/or improved attendance.

The referral and discussion with the practitioner shall be coordinated by the Human Resources Department, and the usual confidentiality surrounding medical issues shall apply.

- 16.12.2 Any accommodation of employee disability is subject to discussion with the union.
- 16.12.3 The referral is at company expense and compensation for time off shall be covered by sick leave, LTD payments, or WCB payments as appropriate.
- 16.13 At the request of the Company, employees will provide a medical certificate from a licensed physician substantiating any disability extending beyond five (5) consecutive days, or to substantiate frequent absences (in excess of four (4) occurrences in any twelve (12) consecutive months).
- 16.14 It is understood that the Plan may be altered or amended from time to time in order that the Plan will continue to meet the standards of the Employment Insurance Regulations and thereby qualify the Company for a full premium reduction.

17. LONG TERM DISABILITY PLAN

- 17.01 The principle of the Plan will be to provide, subject to the terms of the contract with the underwriter, benefits at the rate of seventy percent (70%) of regular earnings (to a maximum benefit of \$3000/month) while sick or disabled. Effective April 1, 2003, the maximum monthly benefit for new claims will increase to \$4000. The Plan will commence in the sixteenth (16th) week of continuous disability. The employer shall pay one hundred percent (100%) of the cost of the policy. All employees certified under this agreement must join this group insurance plan.
- 17.02 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.
- 17.03 Effective January 1, 1992, the benefits payable from the Plan will increase at the rate of increase of the Consumer Price Index to a maximum of 3% per year, pursuant to the terms and conditions of the contract with Maritime Life Assurance Company.

18. PROLONGED ILLNESS

- 18.01 Deleted in 1991.
- 18.02 If, through sickness or accident, an employee is incapable of taking over his customary job, he may work at some other suitable job until he is physically fit to resume his customary work. In doing so he will not lose any seniority on his customary job.
- 18.03 In the event of an employee becoming partially handicapped physically to the extent of his not being able to perform all aspects of his job satisfactorily, the Company will exert its best efforts towards placing the employee on other available work as near to the level of his previous rate as possible, bearing in mind vacancies available and qualifications required.

- 18.04 In certain cases, the Company and the Union may be able to make certain changes in shift sign-ups, seniority provisions, etc. to alleviate such cases, and these will be discussed between the parties and acted upon if there is mutual consent.
- 18.05 While it is the intent of the Company to assist wherever possible in the types of instances mentioned above, the Company is not obliged to "find work" when productive vacancies are not available.

19. ACCIDENTS AT WORK

- 19.01 If an employee is injured at work, such employee shall receive full pay for the day of his injury if unable to carry out his duties assigned to him.
- 19.02 In cases where employees are receiving Workers' Compensation Board "Wage Loss Benefits" and provided such employees are not laid off, the Company will pay the difference between the employee's actual income and eighty-five percent (85%) of the employee's normal weekly straight time wages and the Company will bear its normal share of the cost of enrollment in all benefit plans.
- 19.03 For the purpose of this Article, "actual income" is defined as income from the Workers' Compensation Board, Canada Pension and the Company's long term disability plan.
- 19.04 The Workers' Compensation Supplement will not be greater than that required to give the employee an aggregate income, not including income from individual or private sources, equal to the employee's normal weekly straight-time wage after the deduction of income tax.
- 19.05 Employees receiving the Workers' Compensation supplement will apply for long term disability benefits and/or Canada Pension Plan benefits if requested to do so by the Company.
- 19.06 Deleted in 1991.

20. LEAVE OF ABSENCE

- 20.01 Officers of the Union shall be granted leave of absence on Union business insofar as the regular operation of the service will permit and shall be given precedence over any other application for leave on the same day. The Company will invoice the Union for wages paid to employees on leave of absence for Union business.
- 20.01.1 Reasonable written notice to the Company must be given; and if this is not done, reliefs will be made at straight-time rates only.
- 20.01.2 The Union will bear the costs of overheads when employees of the Coastal Region are on leave for Union business. Their overheads shall amount to 30% of base rate.
- 20.02 Employees shall be granted leave of absence on application to their respective manager or supervisor where such leave of absence does not exceed fourteen days insofar as the proper operation of the service will permit.

- 20.02.1 All applications for a longer period shall be made through the Business Agent of the Union and taken up with the proper official of the Company and dealt with in accordance with the priority of the application.
- 20.02.2 Three months' absence shall be granted if desired after one year's service insofar as the proper operation of the service will permit.
- 20.02.3 No leave of absence for more than fourteen days will be recognized unless jointly approved by the Company and the Union.
- 20.02.4 No leave shall be granted for the purpose of entering other occupations.
- 20.02.5 Leave granted for the business of the Union shall not be included in this clause.
- 20.03 When the Company requires employees covered by this Agreement to attend meetings, it shall make up any lost time and the same shall apply when a shop steward takes up a grievance.
- 20.03.1 This provision will not apply, however, in the case of meetings called at the request of the Union or any meeting required to negotiate a new Agreement.
- 20.04 Leave of absence with pay will be granted an employee for jury duty or to appear in court as a subpoenaed witness.
- 20.04.1 Any compensation received from the court for this service will be forwarded to the Company.
- 20.04.2 In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court will be without pay.
- 20.05 Leave of absence for sickness or any purpose up to a total of three months in any period (excluding paid vacation) shall not reduce the annual vacation an employee would otherwise qualify for.
- 20.05.1 Where a leave exceeds three months, his annual vacation with pay shall be reduced by 1/9 for each full month of absence in excess of three months.
- 20.06 Compassionate leave of absence from the Company of up to five (5) days, one (1 day of which shall be to attend the funeral) with pay shall be granted an employee upon application, in the event of the death of a spouse (including common-law spouse), mother, father, step-parents, sister, brother (including step-sister or step-brother), son, daughter (including common-law or step-children), mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents, provided, however, such leave as granted in excess of three (3) days up to a maximum of five (5) days shall be charged to the banked time of such employee.
- 20.06.1 In the event that such additional time cannot be charged to banked time, an employee may elect to have such leave of absence in excess of three (3) days up to a maximum of five (5) days without pay.

- 20.07 Absences due to W.C.B. will not reduce subsequent annual vacation entitlement during the first twelve (12) consecutive months of absence. No vacation entitlement shall accrue for the remaining period of the absence.
- 20.07.1 Vacation accumulation in excess of an annual entitlement will be cashed out.
- 20.07.2 When the employee returns to work, he shall take the current year's vacation accrual in the current year, and the annual entitlement which was carried forward shall be taken in the following calendar year.
- 20.08 An employee who is granted leave of absence from the Company, with or without pay, shall not lose any type of seniority.

21. STATUTORY HOLIDAYS

21.01 When the word "holidays" appears in this Agreement, it shall be deemed to mean New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day, or days in lieu of as declared by the Provincial or Federal Governments and any additional holiday not related to the above gazetted by the Provincial or Federal Governments.

21.02 All employees covered by this Agreement who are on the payroll at the time shall receive the foregoing eleven statutory holidays with pay per year.

21.02.1 Employees on the payroll shall be interpreted to mean all employees on the payroll who do not miss a particular statutory holiday on account of leave of absence from the Company's service.

21.03 Statutory Holiday Compensation for Day Workers and Rotating Shift Workers

21.03.1 Employees not scheduled to work:

- 21.03.1.1
- a) Holiday falls Monday through Friday: one day's pay at straight-time.
 - b) Holiday falls Saturday or Sunday: When a holiday falls on a Saturday or Sunday and another day is not declared in lieu thereof by the Provincial or Federal Government in accordance with 21.01, a day off in lieu thereof will be designated by the Company either on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holiday falls.
 - i) Employees shall be notified of days so designated for the following year not later than 30 September of the preceding year.
 - ii) Any changes to the posted schedule shall be by mutual agreement.
 - iii) If mutual agreement is not reached with respect to holidays falling on the weekend, the following shall apply:
 - a) Holiday falls Saturday - previous Friday off with pay.
 - b) Holiday falls Sunday - following Monday off with pay.

- 21.03.1.2 **Day Workers scheduled to work:**
- a) Holiday falls Monday through Friday:
 - i) One day's pay at straight-time.
 - ii) Double time for hours worked, paid for straight-time hours worked, premium time to overtime bank.
 - b) Deleted in 1994
- 21.03.1.3 Employees providing weekend coverage (days, afternoons or nights) will also provide coverage on statutory holidays or days designated in lieu by Terasen immediately preceding or following the weekend.
- a) It is agreed that where an employee provides weekend coverage on a Monday, the Monday will not be considered in determining the rotation for weekend coverage and shifts.
- 21.03.2 Deleted in 1991.
- 21.03.3 Employees who are not scheduled to work a statutory holiday and are called to work shall be paid for straight and premium time when two hours or less has been worked.
- 21.03.3.1 When more than two hours are worked, the conditions outlined in 21.03.1 and 21.03.2 shall apply in proportion to number of hours worked.
- 22. ANNUAL VACATION**
- 22.01 Definitions
- "Year" shall mean calendar year.
 "Calendar Year" shall mean the twelve month period between January 1st and December 31st inclusive.
 "Service" shall mean accredited service as defined in Article 11.
 "Day(s)" shall mean working day(s).
- 22.02 An employee shall EARN his annual vacation entitlement for any calendar year only when he reaches his anniversary, although he may TAKE his annual vacation anytime during that calendar year, except employees in the Interior Region who were employees prior to August 1, 1989, whose anniversary date for the purposes of this Article is defined to be July 1.
- 22.02.1 Vacation entitlement will be advanced in January of the calendar year it is earned, and it will be prorated for new hires based on the year of hire service.
- 22.02.2 Deleted in 2001.
- 22.02.3 Deleted in 2001.
- 22.03 Employees who complete the years of service shown under column (1) shall have the number of days of Annual Vacation with pay during that year and subsequent years as provided in column (2):

22.03.1 IN THE COASTAL REGION:

(1)	(2)
1 year of service	15 days of vacation
10 years of service	20 days of vacation
18 years of service	25 days of vacation
30 years of service	30 days of vacation

22.03.2 IN THE INTERIOR AND ISLAND REGIONS:

(1)	(2)
1 year of service	15 days of vacation
8 years of service	20 days of vacation
18 years of service	25 days of vacation
30 years of service	30 days of vacation

22.04 **Vacation Scheduling**

22.04.1 For the purpose of scheduling annual vacation, it is understood that each employee's vacation entitlement shall be granted between the first day of January and the following first day of January.

22.04.2 All employees with sufficient annual vacation entitlement shall receive 15 days (or longer where work load permits) on the regular summer write-up which extends from 1 May to 30 September each year.

22.04.2.1 During the summer write-up 15% of the work force in any classification (or greater where work load permits) in any given section shall be entitled to be on annual vacation at any one time.

22.04.3 The Company will confirm each period of signed-up annual vacation at least fifteen days before it begins.

22.04.3.1 If the Company requires an employee to change his signed-up vacation period and the employee can prove that he has suffered financial loss as a result, the Company shall recompense the employee for such loss.

22.04.4 The Company reserves the right to determine whether or not it is practicable for an employee to take more than three weeks of vacation consecutively.

22.05 Deleted in 1991.

22.05.1 An employee returning from an unscheduled absence of longer than 15 weeks (eg. LTD, WCB) is entitled to vacation time off to a maximum of one week for each full calendar month remaining in the calendar year, unless the time off had been scheduled and approved prior to the absence. (For example, an employee returning during September may schedule a maximum 3 weeks for the balance of the year). Any remaining vacation time shall be cashed out.

22.06 **Callback to Work When on Vacation:**

An employee who has begun his annual vacation and is called back to work by the Company shall be paid at overtime rates for the remaining portion of his vacation during which he has had to work, and within a reasonable period of time he will also receive the remaining portion of his scheduled annual vacation without further vacation pay.

22.07 **Calculation of Vacation Pay:**

Payment for Annual Vacation will be based upon straight time earnings during the second last complete pay period prior to vacation or at the applicable rate of 6%, 8%, 10%, or 12% of the current calendar year's earnings, whichever is greater.

22.07.1 Deleted in 2001.

22.07.2 Deleted in 2001.

22.08 If an employee becomes disabled as a result of sickness or accident before his vacation is due and his disability continues throughout the rest of the vacation year, vacation privileges shall be carried over only to the following year, if the employee so decides.

22.09 Regardless of an employee's vacation entitlement by service, he shall only receive that portion of vacation entitlement earned in the current year based on the total time worked during the current "year".

22.10 Annual Vacation Sign-up
Construction Maintenance (Coastal Only:)

A master sign-up sheet showing personnel names in order of rotation shall be posted in a conspicuous location in the respective departments and employees shall participate in the construction and maintenance annual vacation sign-ups.

22.11 **Supplementary Vacation (Interior, and North Island and Whistler Only)**

- a) On the date an employee attains five (5) years' service with the Company, he shall be credited with five (5) days' supplementary vacation which may be taken at any time prior to the employee attaining ten (10) years' service.
- b) On the date an employee attains ten (10) years' service with the Company, he shall be credited with ten (10) days' supplementary vacation which may be taken at any time prior to the employee attaining fifteen (15) years' service.
- c) On the date an employee attains fifteen (15) years' service with the Company, he shall be credited with five (5) days' supplementary vacation which may be taken at any time prior to the employee attaining twenty (20) years' service.
- d) On the date an employee attains twenty (20) years' service with the Company, he shall be credited with ten (10) days' supplementary vacation which may be taken at any time.
- e) Annual vacation scheduled pursuant to Clauses 22.01 to 22.04 shall take precedence over the scheduling of supplementary vacation.
- f) Supplementary vacation shall not conflict with essential departmental requirements.
- g) Supplementary vacation shall be paid at the wage rate in effect at the time the vacation is actually taken.

- h) Supplementary vacation is a non-cumulative time-off entitlement only and no payment will be made in lieu of supplementary vacation not taken during the specified five (5) year period.

23. REST BREAKS

- 23.01 Employees will be allowed a 15 minute rest break twice daily.
- 23.01.1 It is understood that rest breaks must not inconvenience the public or expose anyone to hazard, nor will members of construction or maintenance crews be permitted to leave the job site.
- 23.01.2 Rest breaks are to be taken as close to mid-morning and mid-afternoon as is practical without detracting from operating efficiency.

24. GLOVES, TOOLS, AND CLOTHING

- 24.01 Clothes, gloves, work tools, etc. shall be provided free of charge to all employees covered by this Agreement, wherever required.
- 24.01.1 Deleted in 1994
- 24.01.02 Employees shall turn in worn-out clothes, tools, gloves, equipment, etc., before receiving new issues of any article provided by the Company.
- 24.02 Workers' Compensation Board (WCB) Regulations require that certain employees wear properly-fitted eye protection under prescribed work conditions.
- 24.02.1 Where corrective lenses are required in safety spectacles, the Company will reimburse each employee requiring corrective safety spectacles an amount of \$100.00 providing that the spectacles conform to Canadian Standards Association (CSA) Standard Z94 3-M1982.
- 24.02.2 Reimbursement provisions apply only for corrective safety spectacles.
- 24.03 When safety footwear and Company approved rainwear is advisable on the job and approved by the manager or supervisor, the employee will be reimbursed as follows:
- 24.03.1 - reimbursed for 50% of the cost of up to two sets of rainwear to a maximum of \$100 per calendar year, or 50% of the cost of insulated, fire-retardant coveralls.
- 24.03.2 - reimbursed for 50% of the cost of up to three pairs of CSA approved footwear or 100% of the cost of repairs to two pairs of CSA approved footwear in a calendar year OR a combination of either in a calendar year, to a maximum of \$150.00/yr or \$300 every two years.
- 24.04 Utilization Technicians, Sales and Service Technicians, Leak Survey Technicians, ~~and~~ System Survey and Distribution Service Agents ~~personnel~~ shall be supplied with a standard uniform and a common winter jacket as required and on return to the Company of worn out garments.

- 24.04.1 Deleted in 1994
- 24.05 One insulated vest shall be issued to all field personnel except those specified in Article 24.04.
- 24.05.1 Replacement vests shall be issued, as required, on return of the worn out vest.
- 24.05.2 Cleaning and repair of vest will be the employee's responsibility.
- 24.06 All classifications will be supplied with tailored coveralls.
- 24.06.1 A clean pair will be supplied as required, but normally not more often than once per week.
- 24.06.2 Under certain circumstances uniforms will be protected by conventional coveralls supplied by the Company.
- 24.07 Clothing which is destroyed in the course of employment by means other than by normal use shall be replaced at the expense of the Company.
- 24.07.1 It is understood that clothing which can be cleaned or otherwise rehabilitated cannot be considered to be destroyed.

25. DRIVING VEHICLES

- 25.01 Any employee competent to do so shall, upon request, drive any vehicle assigned to him by the Company.
- 25.01.1 If this duty involves the necessity for such an employee to hold other than a Class 5 license, the Company shall bear the cost of such licenses and associated expenses, excluding point penalty premiums.
- 25.02 Deleted in 1994
- 25.02.1 All employees are required to hold a valid Class 5 driver's license, except for disabled new employees who may not qualify to drive a company vehicle if such is not a requirement of the job.
- 25.02.2 Employees are required to notify their manager or supervisor in the event of loss or suspension of their driver's license. The company and the union shall endeavour to accommodate such employees by placing them in positions where a driver's license is not a critical, day-to-day requirement, so long as this can be achieved without cost to the company.
- 25.03 An employee must be the holder of the appropriate license or permit prior to operating equipment or vehicles that require other than a Class 5 Drivers' License. For example, an Equipment Operator I, EODM, Pipeline Technician 1, Equipment Operator P and every other classification for which it is a stated qualification will be required to be the holder of a valid Class 1 Driver's License with an Air-Brake Endorsement for entry into and/or retention of the classification unless formally excused from these requirements by the Company.

26. SAFETY PRACTICES

- 26.01 Working practices shall be in line with current rules and regulations of the Workers' Compensation Board of the Provincial Government of British Columbia insofar as they may apply.
- 26.01.1 Each employee undertakes to comply with the W.C.B. Industrial Health & Safety Regulations and the Industrial First Aid Rules & Regulations, and the Company will orient each new employee to these rules and regulations.
- 26.02 Where existing regulations are inadequate, working practices shall be discussed by a Safety Practices Committee consisting of four members chosen by the Union and four members chosen by the Company.
 - 26.02.1 This Safety Practices Committee shall meet at the request of either party.
 - 26.02.2 If the Committee cannot reach a decision, the matter shall be referred to the Workers' Compensation Board for a ruling.
- 26.03.3 The decisions of the Safety Practices Committee shall become part of the Company's Safety Practices Manual.

27. SHOW-UP TIME

- 27.01 When employees are required to report for work at their regular starting time and there is no work available, they shall be paid two hours time for such show-up.

28. HEADQUARTERS PROCEDURES

METRO UNIT

- 28.01 Metro Unit employees may be assigned outside of the Metro boundaries subject to the terms of Articles 28, and 29.

28.02 Headquarters - Metro

A headquarters is defined as a municipal area within a District, consisting of a city, town, municipal district or an unorganized territory, or a combination of the above. Headquarters are established by the Company to provide the personnel necessary to meet the work requirements in the various population centers throughout Metro. Headquarters and their boundaries shall be subject to adjustment by the Company as growth patterns, work loads, population densities and other related operating conditions require. An outline of the boundaries will be provided to all employees concerned by separate work bulletins.

Metro District

- 1. Vancouver City and U.E.L.
- 2. Municipality of Burnaby and City of New Westminster
- 3. Port Moody, Port Coquitlam, Coquitlam and Anmore
- 4. West Vancouver
- 5. North Vancouver City and District
- 6. Municipality of Richmond

28.03 **Mustering Points (Metro)**

Locations within a headquarters at which an employee or crew starts and stops the working day. Mustering points are established and designated by the Company. The Company may designate the work site as a mustering point when crew strength is comprised of four or more employees and the job is expected to last longer than two days. Four employees shall include the crew leader, all Company employees and all equipment operators and welders functioning as a member of the crew. The Company will provide one or more mustering points of a permanent nature to serve each headquarters area.

28.04 **Assignment of Headquarters (Metro)**

28.04.1 All regular employees will be assigned one headquarters, with the exception of .2, .3, .4, .5, .6 below.

28.04.2 New employees with less than 12 months service and temporary employees shall not be assigned a permanent headquarters. They shall be assigned to work in any headquarters within the unit as required.

28.04.3 A Labourer shall not be assigned a permanent headquarters. He shall report for work to any headquarters within the Unit as required. A regular labourer must be given notice on the previous day for a change in headquarters.

28.04.4 A Distribution Mechanic Apprentice shall report for work to any headquarters within the Region as required. On completion of one year of service, a Distribution Mechanic Apprentice may elect:

Headquarters Group A: Vancouver, University Endowment Lands, and Richmond;

Headquarters Group B: Burnaby, New Westminster, Port Moody, Port Coquitlam, Coquitlam and Anmore; or

Headquarters Group C: Burnaby, New Westminster, West Vancouver, and North Vancouver City and District,

within which he shall be assigned to work in any headquarter as required.

The Company will designate the number of positions available for election within each of these headquarters groups.

28.04.5 Personnel employed on System Survey shall not be assigned a permanent headquarters. They shall report for work to any headquarters within the Metro area as required.
(Formerly 28.04.4)

28.04.6 Fitter Welders, Ditch Maintenance crews and Pressure Control crews shall normally report to Lochburn or may be assigned to a muster point within the headquarters area of their residence or headquarters immediately adjoining the headquarters area of their residence. In the case of employees residing outside of the Metro area, assignment may be made to a headquarters area within Metro adjoining or closest to the employee's area of residence.

28.04.7 Employees in .4, .5, and .6 must be given notice on the previous day of a change in headquarters.

- 28.04.8 An employee selected to a bulletined position is subject to a change of section and assigned headquarters to meet the requirements of the position.
- 28.04.9 When additions or replacements are selected through the bulletining process, employees holding seniority in those classifications shall have first opportunity to elect a change of headquarters or District through the annual election process.
- 28.04.10 The Company will issue an election form annually on 1st December to all regular employees to state headquarters preferences for the coming calendar year. During the calendar year election forms may be withdrawn but a new election form may only be completed if the employee changes his permanent address or if his headquarters is changed for reasons other than a change elected under the Article. The Company shall not be responsible for moving or other costs incurred by employees relocating under this Article.
- 28.04.11 When conditions require an employee to work in a District or Unit or headquarters to which he is not assigned the employee shall travel on Company time, and transportation shall be provided by the Company, unless the travel time from the employee's home to the temporary headquarters is no greater than normal travel time to the employee's permanent headquarters, in which case both time and transportation shall be the responsibility of the employee. When travel time and/or expenses are paid, these shall only be for the additional travel to the temporary headquarters, and travel time shall be at premium rates.
- 28.04.12 Deleted in 2001. Article 29.08 applies.
- 28.04.13 Assignment to the interior Region shall be on a voluntary basis only.
- 28.05 Industrial and Utilization Technicians 1 and 2 in Metro shall normally be assigned to Lochburn or may be assigned to an elected headquarters as determined by workload requirements.
- 28.05.1 When a vacancy occurs, employees in these classifications shall have an opportunity to elect a new headquarters on the basis of classification seniority.
- 28.05.2 The last vacancy(ies) will be filled by section bulletin or by appointment(s) in order of reverse seniority should there be no response to the bulletin.
- 28.06 Deleted in 1989 (Now Obsolete)
- 28.07 Should any area of conflict exist between Metro Headquarters Procedure in Articles 28.01 to 28.06 and Change of Headquarters Article 29.01 as it applies to Metro, the Metro Headquarters Procedure shall take precedent.
- 28.08 Deleted in 1989. (Victoria)
- 28.09 Deleted in 1994
- 28.10 **FRASER VALLEY UNIT**
- 28.10.1 The Fraser Valley Unit employees may be assigned outside the boundaries of the Fraser Valley service area as required to meet installation, operating and maintenance needs on the

transmission system, rights-of-way and other related functions subject to the terms of Articles 28 and 29.

28.10.2 **Headquarters - Fraser Valley**

A headquarters is defined as a municipal area within a District consisting of a city, town, municipality, or an unorganized territory, or a combination of the above. Headquarters are established by the Company to provide the personnel necessary to meet the work requirements in the various population centers throughout the Fraser Valley. Headquarters and their boundaries shall be subject to adjustment by the Company as growth patterns, work loads, population densities, and other related operating conditions require. An outline of the boundaries will be provided to all employees concerned by separate work bulletin.

- Headquarters:
1. Delta
 2. Surrey
 3. Langley
 4. Matsqui - Abbotsford
 5. Chilliwack
 6. Hope
 7. Maple Ridge
 8. Mission - Dewdney
 9. Nicomen
 10. Kent

28.10.3 **Mustering Points (Fraser Valley)**

28.10.3.1 Locations within a headquarters at which an employee or crew starts and stops the working day. Mustering points are established and designated by the Company (usually these are crew compounds or buildings. For Utilization Technicians, a mustering point could also be their homes.)

28.10.3.2 Employees who muster from their homes shall start the working day there but shall stop work at any location within their assigned headquarters area, or if they are working elsewhere they shall stop work at their headquarters boundary. The Company may designate the work site as a mustering point when crew strength is comprised of four or more employees and the job is expected to last longer than two days. Four employees shall include the crew leader, all Company employees and all equipment operators and welders functioning as a member of the crew.

28.10.3.3 Present mustering points are:

Valley East District:

- Chilliwack Headquarters - Sardis Compound
- Abbotsford Headquarters - Morey Road
- Maple Ridge Headquarters - Albion
- Langley Headquarters - Production Way

Valley West District:

- Surrey Headquarters - F.V. Gas Centre
- Roebuck Road Compound
- Sunnyside
- Delta Headquarters - Goudy Road Station

- 28.10.4 **Assignment of Headquarters** (Fraser Valley)
- 28.10.4.1 All regular employees will be assigned one headquarters, with the exception of .4.2 and .4.3 below.
- 28.10.4.2 New employees with less than twelve months service and temporary employees shall not be assigned a permanent headquarters. They shall be assigned to work in any district and headquarters as required.
- 28.10.4.3 A Distribution Mechanic Apprentice shall report for work to any headquarters within the Region as required. On completion of one year of service a Distribution Mechanic Apprentice may elect a permanent headquarters, except that the nine (9) Distribution Mechanic Apprentices with least seniority in the Fraser Valley unit shall not be assigned a permanent headquarters, and shall report to any headquarters within the district as required.
- A labourer shall not be assigned a permanent headquarters. He shall report for work to any headquarters within the district as required. A regular labourer must be given notice on the previous day for a change in headquarters.
- 28.10.4.4 An employee selected to a bulletined position is subject to a change of district and assigned headquarters to meet the requirements of the position.
- 28.10.4.5 When additions or replacements are selected through the bulletining process, employees holding regular seniority in those classifications shall have first opportunity to elect a change of headquarters or district. In the Construction and Maintenance Section this opportunity will be given by use of the annual election process as described in 28.10.4.6.
- In the Customer Service Section employees will be notified when headquarter vacancies occur. This will provide the opportunity for senior employees to elect a change of headquarters prior to posting of the vacancy.
- 28.10.4.6 The Company will issue an election form annually on 1 December to all regular Construction and Maintenance field employees to state district and headquarter preferences for the coming calendar year. During the calendar year election forms may be withdrawn but a new election form may only be completed if the employee changes his permanent address or if his headquarters is changed for reasons other than a change elected under this article. The Company shall not be responsible for moving or other costs incurred by employees relocating under this Article.
- 28.10.4.7 When conditions require an employee to work in a district or unit or headquarters to which he is not assigned the employee shall travel on Company time and transportation shall be provided by the Company, unless the travel time from the employee's home to the temporary headquarters does not exceed normal travel time to the permanent headquarters, in which case time and transportation shall be the employee's responsibility. When travel time and/or expenses are paid, these shall only be for the additional travel to the temporary headquarters, and travel time shall be at premium rates.
- 28.10.4.8 Deleted in 2001. Article 29.08 applies.
- 28.10.4.9 Assignment to the Interior Region shall be on a voluntary basis only.

28.10.4.10 Should any areas of conflict exist within "Fraser Valley Headquarters Procedure" Article 28.10 and "Change of Headquarters" Article 29.01 as it applies to the Fraser Valley, the Fraser Valley Headquarters Procedure shall take precedence. (Formerly 28.10.4.8)

28.10.5 Deleted in 1994

28.10.5.1 Deleted in 1994

28.11 **INTERIOR UNIT**

28.11.1 The Interior service area will be comprised of four Divisions and eight Districts as follows:

Northern Division - Prince George District
- Fort Nelson District

Central Division - Kamloops District

Okanagan Division - Vernon District
- Kelowna District
- Penticton District

Kootenay Division - Trail District
- Cranbrook District

28.11.2 **Headquarters (Interior)**

- a) The Company shall designate a headquarters for each employee and the employee shall report to his headquarters at the beginning of his working day or shift except as otherwise specified in this Agreement.
- b) A headquarters is defined as a municipal area within a District consisting of a city, town, municipal district or an unorganized territory, or a combination of the above. Headquarters are established by the Company to provide the personnel necessary to meet the work requirements in the various population centers throughout the Region. Headquarters and their boundaries shall be subject to adjustment by the Company as growth patterns, work loads, population densities and other related operating conditions require.

28.11.3 **Mustering Points (Interior)**

Designated buildings or other locations within a headquarters at which an employee or crew starts and stops the working day. Mustering points are established and designated by the Company. The Company agrees that Mustering Points will adhere to reasonable standards of safety, security, cleanliness and good order in keeping with the purposes for which they are intended. This includes appropriate washroom and change-room facilities.

- 28.11.4
- a) The Company shall have the right to establish rallying points, which will be locations to which employees will report directly and be ready to commence and stop work at the usual working hours. It is understood that a rallying point shall not be more than twenty (20) kilometers from the normal crew headquarters and that a rallying point will be established only where a job is expected to last longer than two (2) days.
 - b) It will be the responsibility of the Company to provide return transportation from the rallying point to the normal crew headquarters on the first day the new job site is designated, and also the Company will be responsible for returning any employees to the rallying point, should they require such transportation, upon conclusion of the job. At the beginning of the first day and at the conclusion of the last day, all travel between the rallying point and regular headquarters shall be during normal working hours or at overtime rates.
 - c) Travel to and from the rallying point, except as noted in Paragraph (b) above, will be the responsibility of the employee.

28.11.5 Employees shall travel to their working places from the designated headquarters of the Company on Company time and return on Company time except as noted in Paragraph (a) above.

28.11.6 Should any areas of conflict exist between Interior Headquarters Procedure Article 28.11 and "Change of Headquarters" Article 29 as it applies to the Interior, Article 28.11 shall take precedent.

28.12 **ISLAND UNITS**

28.12.1 The former Centra Gas and Squamish Gas service areas will be comprised of three Units and four Districts as follows:

Victoria Unit - Capital Regional District

North Island Unit - Nanaimo District
 - Courtenay District

Sea to Sky Unit - Whistler/Squamish District

28.12.2 **Headquarters** (Island)

- a) The Company shall designate a headquarters for each employee and the employee shall report to his headquarters at the beginning of his working day or shift except as otherwise specified in this Agreement.
- b) A headquarters is defined as a municipal area within a District consisting of a city, town, municipal district or an unorganized territory, or a combination of the above. Headquarters are established by the Company to provide the personnel necessary to meet the work requirements in the various population centers throughout the District. Headquarters and their boundaries shall be subject to adjustment by the Company as growth patterns, work loads, population densities and other related operating conditions require.

28.12.3 **Mustering Points (Island)**

Designated buildings or other locations within a headquarters at which an employee or crew starts and stops the working day. Mustering points are established and designated by the Company. The Company agrees that Mustering Points will adhere to reasonable standards of safety, security, cleanliness and good order in keeping with the purposes for which they are intended. This includes appropriate washroom and change-room facilities.

- 28.12.4
- a) The Company shall have the right to establish rallying points, which will be locations to which employees will report directly and be ready to commence and stop work at the usual working hours. It is understood that a rallying point shall not be more than twenty (20) kilometers from the normal crew headquarters and that a rallying point will be established only where a job is expected to last longer than two (2) days.
 - b) It will be the responsibility of the Company to provide return transportation from the rallying point to the normal crew headquarters on the first day the new job site is designated, and also the Company will be responsible for returning any employees to the rallying point, should they require such transportation, upon conclusion of the job. At the beginning of the first day and at the conclusion of the last day, all travel between the rallying point and regular headquarters shall be during normal working hours or at overtime rates.
 - c) Travel to and from the rallying point, except as noted in Paragraph (b) above, will be the responsibility of the employee.

28.12.5 Employees shall travel to their working places from the designated headquarters of the Company on Company time and return on Company time except as noted in Paragraph (a) above.

28.12.6 Should any areas of conflict exist between Interior Headquarters Procedure Article 28.12 and "Change of Headquarters" Article 29 as it applies to the Interior, Article 28.12 shall take precedent.

29. CHANGE OF HEADQUARTERS

29.01 The Company may designate a change of headquarters for any employee either on a temporary or a permanent basis providing notice is given during proper hours of the previous working day.

For a temporary change of headquarters, transportation will be as outlined in Article 28 wherever reasonable.

29.01.1 When an employee is required to work out-of-town, or away from his permanent headquarters, all reasonable living expenses incurred by the employee will be paid by the Company provided it is unreasonable for the employee to return to his residence or permanent headquarters at the end of the day.

29.01.2 Temporary changes of headquarters shall not exceed one year in duration after which such change will become permanent.

29.01.3 Should the Company designate a permanent change of headquarters for an employee, the employee shall be notified that the change is permanent, and the Company shall pay the cost of moving the employee's personal effects and travelling expenses. (See Article 9.02.1)

- 29.02 In Metro, if, because of a shortage of work outside of the Company's control, an employee cannot be kept employed in his own headquarters he will be transferred to the nearest headquarters to his own in which work is available. Where the situation continues for a period in excess of five working days, the employee will be considered to have a change of headquarters and shall report daily to a muster point in the new headquarters at regular starting and quitting times, providing his own transportation. This provision will not apply if contractors are being used in the employee's permanent headquarters area.
- 29.03 No employee posted to a permanent job or given a permanent change of headquarters shall receive board and lodging unless the job or change of headquarters subsequently becomes temporary, in which event he shall receive board and lodging on a retroactive basis if he should qualify for it pursuant to the above. Board and lodging on a retroactive basis shall not apply when a permanent posting becomes temporary at the request of the employee concerned.
- 29.04 Should an employee resign, or be discharged for cause, while in the field he will be paid for all time worked and allowed travelling expenses back to either his regular headquarters or his point of hiring, as he may request.
- 29.05 Deleted in 1991.
- 29.06 Deleted in 1991.
- 29.07 Use of employee vehicles for business travel is not a condition of employment. When employees use their own vehicle for business travel, they will be reimbursed at the mileage rate in effect at that time, and the company will advise the Union of the current rate and changes thereto.
- 29.08 Employees will receive straight time equivalent for all travel outside of normal working hours for employee orientation, training, selection interviews, and purposes other than "work". Examples of purposes other than "work" include focus group meetings, cross company updates, safety meetings, etc. so long as attendance at these events is not compulsory.
- 29.08.1 Travel time is defined as actual time if surface (not to exceed air equivalent if employee chooses surface) or, if air, scheduled flying time plus one (1) hour, and, if from a distant branch office, normal surface time from home to airport.
- 29.09 Employees working on out-of-town assignments may choose either:
- (a) Company-paid room and board; or
 - (b) Company-paid room only, plus \$36 (\$42 effective April 1, 2002) per day for meals and incidental expenses.
 - (c) Employees travelling for purposes other than "work" (see Article 29.08) may claim \$45 (in lieu of room, board and incidentals), for every night they would otherwise have been entitled to a company-paid room.

When the per diem covers travel in the U.S. it will be paid in U.S. dollars.

30. RELIEF OF MANAGERS OR SUPERVISORS

30.01 An employee temporarily relieving a Manager or Supervisor shall receive a ten percent (10%) differential over his normal rate of pay or a ten percent (10%) differential over the rate paid to the highest-paid category supervised, whichever is greater, except that a Coastal employee temporarily relieving a field manager or supervisor will function as a Mechanical Foreman or 7% above the highest-paid category supervised, whichever is greater. (Formerly 37.03)

After normal working hours the employee may revert to his regular classification.

31. HOURS OF WORK

31.01 Eight working hours shall constitute a normal working day in the Coastal Region and the Victoria Unit. Seven and one-half hours (7-1/2) shall constitute a normal working day in the Interior Region and the North Island and Sea to Sky Units.

31.01.1 All employees shall be expected to be at their work location in their work clothes and shall commence work at the stated starting times at the beginning of the shift and following recognized meal and rest periods.

All employees shall be expected to remain at work until commencement of the stated meal and rest periods and at the end of the day until the stated quitting time.

31.01.2 Meal breaks taken on Company time shall not exceed thirty minutes.

31.02 Posting of Schedules

All schedules dealing with rotation cycles for standby or weekend coverage, late shift coverage, shift work, etc. in all departments will be posted seven calendar days in advance of such schedule going into effect or the usual overtime provisions will apply, but only to the shifts worked on the new schedule that fall within the seven day notice period.

31.02.1 Notwithstanding the foregoing, when the Company changes an L.N.G. Operator from day work to shift work with less than three days' notice he shall receive premium rates for the first shift only following the changeover.

31.02.1.1 No penalty will be paid when an L.N.G. Operator is changed from shift work to day work.

31.02.1.1.1 When an employee is scheduled to provide late or weekend coverage on Saturdays and/or Sundays he will be paid at prevailing straight-time rates.

31.03 Day workers Relieving Shift Workers

For the purpose of computing premium pay, a day worker who reports for shift work shall be considered to be a day worker for the first three shifts and thus for this period will be entitled to:

- (a) overtime rates for all time worked other than his normal working hours;
- (b) in addition, overtime rates for Saturday, Sunday and Statutory Holidays that fall within the first three shifts.

31.04 **Relief Work:**

For the purpose of computing premium pay, a relief worker who provides holiday or sickness relief shall be paid overtime rates for the first shift and for Saturday, Sunday and statutory holidays that fall within the first set of shifts (5, 6 or 7 days - whichever the shift consists of). Such premium will be paid for the first set of shifts following transfer from the employee's regular classification. It will not apply to subsequent shift changes which occur while the employee is acting in the relief capacity. However, a relief employee will not be required to work more than 2 complete sets of shifts without 2 days off.

31.04.1 When a change in shift is involved in order to assume the relief position, and the relief employee is required to work on two consecutive shifts, the second shift will be considered normal overtime. Under such circumstances the following relief shift will be considered the shift to which the "first" penalty applies.

31.04.2 Relief workers will assume the days off of the previous set of shifts worked. If they are called upon to work these days they shall be entitled to overtime rates of pay.

31.05 **Eighty-Hour Guarantee (Coastal and CRD Only)**

When an employee is required in any one period (ten days) to change from day work to shift work, or vice versa, and loses time thereby, he shall be guaranteed a minimum of eighty hours straight-time pay irrespective of actual number of hours worked for that period at the rate which is the weighted average of the two or more day or shift jobs at which he has been required to work.

31.06 **Day Work**

Except as otherwise provided, normal hours of work for day workers shall be from 0800 to 1630 hours, Monday to Friday, inclusive, on the Coast and the CRD, and from 0800 to 1600 hrs., Monday to Friday inclusive, in the Interior, North Island and Sea to Sky. A one-half (1/2) hour unpaid lunch break will normally be taken at or near the mid-point of the shift.

31.06.1 Subject to agreement of the Union, starting times may be varied from day to day where mutual agreement can be reached between a group of employees and the Company, and neither the Union's nor the company's agreement will be unreasonably withheld.

31.06.2 Hours of work may be varied by up to one hour each way from an employee's normal start time when attending training courses.

31.07 **Exceptions to Normal Day Time Hours**

The normal working hours for all employees working in the Customer Service sections shall be 0830 to 1200 and 1230 to 1700, Monday through Friday on the Coast and CRD, and 0800 to 1200 and from 1230 to 1600 hrs., Monday through Friday in the Interior, North Island and Sea to Sky. Flexible start/finish times may be introduced in Coastal and CRD Customer Service as follows: the options are 0730-1600, 0800-1630, 0900-1730 and 0930-1800. The selection of the option shall be mutually agreed upon between the employee and the manager or supervisor in order that departmental work requirements and schedules are effectively accommodated. In the event of a conflict, normal working hours shall prevail.

31.07.1 ~~Mechanical Foreman (Field)~~ Distribution Service Agents shall adopt the work hours of the employees they give direction to. Work hours may be scheduled between 0800 to 1700, Monday through Friday with one-half hour lunch period unless otherwise mutually agreed to.

31.07.2 In the Coastal Region the following exceptions may apply:

(a) Truck Drivers and Materials Truck Drivers may be scheduled to work 0730 to 1130 and 1200 to 1600 according to present practice.

(b) Work may also be scheduled on the basis currently in practice where Truck Drivers, Materials Truck Drivers, Machine Shop personnel (two employees) and distribution crew employed between 0700 and 1800 and these shifts shall be a straight eight hours with the lunch period being taken on Company time.

31.07.3 **Transmission Section**

To accommodate special needs such as forest closures and minimum shut-in times, these employees may be scheduled to work any eight consecutive hours, including a one-half hour paid lunch break, between 0600 and 1800. The Company will not unreasonably invoke this Clause.

31.07.4 **Customer Service Technicians (Interior, North Island and Sea to Sky Units)**

Customer Service Technicians may be scheduled to work 1030 to 1800, for a maximum of 30 working days per year, upon 7 days' notice, or the usual overtime provisions will apply, but only to those shifts which fall within the seven day notice period.

31.07.5 **Victoria office employees in the Communications Centre and/or credit & collection and dispatch functions may be scheduled for any eight consecutive hours (excluding the lunch break) between 0700 and 1900 hours. 10% shift premium shall be paid for the hours outside of 0800 to 1630.**

31.08 Deleted in 1991.

31.09 **Two Shift Operations**

Where two shift operations are carried out they shall alternate at the proper scheduled times as far as service requirements permit.

31.10 **Rotation Shifts - Stores Groups**

When rotating shifts are required in the Stores groups, the shift arrangement shall be as follows:

Day Shift:

0830 to 1700 hours 8-1/2 hours elapsed time,
1/2 hour off for lunch.

Afternoon Shift:

1600 to 2400 hours 8 hours elapsed time,
supper to be eaten on the job.

Night Shift:

2400 to 0800 hours 8 hours elapsed time,
supper to be eaten on the job.

31.11 **SPECIAL SHIFT SCHEDULES**

The company, at its option, may introduce ten-hour shifts for customer service technicians

Subject to the terms of Article 31.02 or by mutual agreement, SSTs may be scheduled any three consecutive ten-hour shifts in conjunction with a seven-and-one-half hour shift, Monday through Saturday. The ten-hour shift may end as late as 8:00 p.m., and the seven-and-one-half-hour shift may end as late as 4:00 p.m. The ten-hour shifts shall include a one-half hour paid lunch period, and the Saturday seven-and-one-half hour shift shall be paid a 10% shift premium for all straight-time hours worked. An SST will not be scheduled to work more than two consecutive Saturdays, and no more than 15 Saturdays in a calendar year, except by mutual agreement.

Subject to the terms of Article 31.02 or by mutual agreement, up to three U/Techs in each Coastal Unit and the CRD may be scheduled any four consecutive ten hour shifts, Monday through Friday. The shifts may end as late as 8:00 p.m. and shall include a one-half hour paid lunch period. These shifts shall be offered on the basis of seniority and, in the event of insufficient volunteers, will be assigned in inverse order of seniority.

31.11.1 **Customer Service Section: 3 shift, 24 hour, 7 days a week coverage.**

Day	Afternoon	Night
Monday to Friday	1400 to 2200	
0830 to 1700	1600 to 2400	2400 to 0800
Saturday and Sunday		
0800 to 1600		
Statutory Holidays		
0800 to 1600	1600 to 2400	2400 to 0800

Schedule: 2 shift, 7 days a week coverage.

Day	Afternoon
Monday to Friday	
0830 to 1700	1400 to 2200 1600 to 2400
Saturday and Sunday	
0800 to 1600	1600 to 2400
Statutory Holidays	
0800 to 1600	1600 to 2400

31.11.1.1 Some flexibility may be permitted by mutual agreement to meet seasonal work fluctuations. The company may designate any or all of the employees who are on 7 days a week, day-shift coverage to work 0800 - 1630 Monday through Friday.

31.11.1.2 **Rotation:**

Weekend and Statutory Holiday rotation to allow up to 15 shifts in any calendar year to be worked without penalty and may be scheduled consecutively with late shift during the regular summer write-up which extends from May 1 to September 30 each year.

31.11.1.3 Afternoon and night shifts – Afternoon shift rotation to allow up to seven shifts in any calendar year to be worked without penalty but no more frequent than three times a year for night shift.

31.11.1.4 **Work Weeks and Days Off**

Work Week	Days Off
Monday to Friday	Saturday and Sunday
Monday to Sunday	Monday and Tuesday or Thursday and Friday

31.11.2 **All Other Sections:**

Schedule: Afternoon and night shifts may be scheduled as follows:

Day	Afternoon	Night
Monday to Friday	1600 to 2400	2400 to 0800
Saturday and Sunday	1600 to 2400	2400 to 0800

31.11.2.1 **Rotation:**

The rotation cycle for both afternoon and night shifts shall be no more frequent than one week in any eight week period.

31.11.2.2 **Work Week and Days Off:**

The normal work week for both afternoon and night shifts shall be one of the following:

Work Week	Days Off
Monday to Friday or Monday to Saturday or Monday to Sunday	Saturday and Sunday Sunday and Monday Monday and Tuesday

31.11.2.3 **Measurement Shop – Metro**

Schedule: Afternoon shift may be scheduled as follows:
Hours of Work

Monday to Friday 1600 to 2400

31.12 Any of the foregoing schedules for various shifts may be modified by mutual agreement.

31.13 **Shift Premium For Afternoon and Night Shift Work**

The shift premium for afternoon and night work shall be 10% of the normal pay rates. The 10% premium shall only be paid on the actual shift hours worked.

31.13.1 If the shift is extended by overtime, then the overtime payment of 200% will be based on the normal rates.

31.13.2 An employee who provides weekend, day-shift coverage as part of a seven-consecutive-day shift rotation shall receive a 10% premium for all straight-time hours worked on the Saturday and the Sunday.

31.14 **Peak Shaving/Standby Plants/Compressor Stations**

31.14.1 Shift work may be instituted by the Company when it is necessary in the operations of the Company's peak shaving and/or standby plants and/or the Company's compressor stations, except LNG Plants.

31.14.2 Conditions for working these shifts will be as follows:

Monday to Friday Inclusive

Day Shift	08:30 - 16:30 -	1/2 hour lunch, 7-1/2 hours' pay
Afternoon Shift	16:30 - 00:30 -	8 hours work, 8-1/2 hours' pay and supper on job
Night Shift	00:30 - 08:30 -	8 hours work, 9 hours' pay and supper on job

31.14.3 The conditions below shall apply to any employee called upon to work shifts:

- a) Twenty-four (24) hours' notice must be given by the Company prior to commencement of the shift, or overtime pay will apply;
- b) If an employee is asked to extend his day shift, he shall receive the prevailing overtime rate;
- c) Any employee called out for shift work shall be guaranteed seven and one-half (7-1/2) hours' pay, providing, however, he has not worked seven and one-half (7-1/2) hours' during the preceding twenty-four (24) hours.

31.14.4.1 All employees working on peak shaving and/or standby plants and/or compressor stations who begin work on Saturday will receive double time. Employees called out on Sunday or a statutory holiday shall receive double time. Employees called out on Saturdays, Sundays, or statutory holidays will be paid only for hours actually worked but will be guaranteed a minimum of two (2) hours' pay at the prevailing rates.

32. WEEKEND COVERAGE AND STANDBY

32.01 Definitions

32.01.1 "Weekend Coverage" is a term used to denote Saturday and/or Sunday and statutory holiday work where personnel are employed on the job at regular work locations to do work as assigned within the hours of coverage provided.

32.01.2 "Standby" is the term used to denote service provided by an employee from his residence. Standby coverage is necessary in order to provide instant response to calls of an urgent nature.

32.01.2.1 Personnel on standby are required to be contactable by telephone at their residence or a nearby residence with telephone where operational conditions permit.

32.02 Deleted in 1989.

32.03 Utilization Technicians (Coastal Region and Victoria Unit)

Weekend Coverage: Coastal Region will be scheduled to provide weekend, day shift coverage on Saturdays, Sundays and statutory holidays. Weekend coverage may be scheduled in the Victoria Unit at the company's discretion.

32.03.1 The rotation cycle for weekend coverage shall be no more frequent than one week in any four-week period.

32.03.2 Deleted in 2001.

32.03.3 At the company's discretion Utilization Technicians in the Victoria Unit may be scheduled to provide standby on a rotational basis to a maximum of one week in four.

32.04 System Operations Technician/Measurement & Controls Technician/Employees in the Interior Region and North Island and Sea to Sky Units

32.04.1 When scheduled by the Company, System Operations Technicians in the Metro Distribution Department, Measurement & Controls Technicians in the CRD, and employees in the Interior Region and North Island and Sea to Sky Units, will provide standby on weekends and statutory holidays, and shall be paid at prevailing standby rates for each weekend and statutory holiday as defined in 21.01, and which falls on other than a Saturday or a Sunday. In addition, Sales and Service Technicians in branch offices may be scheduled to provide standby in relief of the Branch Manager, as required.

32.04.2 For any time worked the standby worker shall be paid the prevailing overtime rates over and above the standby pay.

32.04.3 Weekend standby will commence at the end of the day shift on Friday and will end at the beginning of the day shift on Monday.

32.04.4 When a statutory holiday falls on either a Tuesday, Wednesday or Thursday, standby will commence at the end of the day shift on the preceding day and will terminate at the beginning of the day shift on the following day.

32.04.5 When a statutory holiday falls on a Friday standby will commence at the end of the day shift on Thursday and will terminate at the end of the day shift on Friday.

32.04.6 When a statutory holiday falls on a Monday standby will commence at the start of the day shift on Monday and will terminate at the start of the day shift on Tuesday.

32.04.7 In the event of two consecutive statutory holidays falling on weekdays with a separate standby man for each holiday, the total standby duty time will be equally divided between the employees.

32.05 **Weekend Coverage and Standby (Coastal Region and Victoria Unit)**

Construction and Maintenance Section

32.05.1 Weekend coverage on the day shift shall be provided from 0800 hours to 1600 hours for which eight hours will be paid. Please refer also to Article 32.07.

32.05.1.1 The rotation cycle for weekend coverage shall be no more frequent than one week in any eight-week period.

32.05.2 Sunday and Monday will be the regular days off when Saturday coverage is worked; when Saturday and Sunday coverage is worked, Monday and Tuesday will be the regular days off.

32.05.2.1 Where an employee is eligible for Monday and Tuesday as days off, he may, with the consent of his manager or supervisor, work those days and take the following Thursday and Friday off, preceding the next weekend.

32.05.2.2 The crew providing weekend coverage will also provide coverage on the statutory holidays immediately preceding or following the weekend.

32.05.2.3 Where the weekend crew provides weekend coverage on a Statutory Holiday on a Monday, the Monday will not be considered in determining the rotation cycle for weekend coverage.

32.05.3 Crews scheduled for afternoon shift, 1600 to 2400 hours, Monday through Friday, shall following this shift, provide standby at prevailing rates from their homes to 0800 hours the following morning.

32.05.4 The Company shall provide an electronic paging device, in the areas where such equipment is available, to facilitate communications.

32.05.4.1 Personnel on standby shall use pagers as per local operating instructions and in such a manner as to insure continuity of communication.

32.05.4.2 Pagers must be activated during periods when the home telephone is engaged or out of repair and when travelling to and from the home at the beginning and end of the standby shift in a non-radio equipped vehicle.

32.05.5 Crews on weekend coverage day shift, Saturday and Sunday, will provide standby at prevailing rates from their homes from 1600 hours to 0800 hours the following morning.

- 32.05.6 Where an afternoon weekday shift is not scheduled, a day shift crew will provide standby at prevailing rates from their homes from 1630 to 0800 hours the following morning.
- 32.05.7 Deleted in 1989.
- 32.06 **Remuneration for Standby (unless otherwise provided in this agreement)**
- 32.06.1 One and one-quarter hours (1-1/4) remuneration at the straight-time coastal rate will be paid for each eight hours or less of standby, except as modified by Article 32.06.3.
- 32.06.2 Deleted in 1991.
- 32.06.3 Remuneration on statutory holidays shall be one and one-quarter hours (1-1/4) for the night shift and one and one-quarter (1-1/4) hours for the afternoon shift plus one day off with pay during the following 30 days. This is in addition to statutory holiday pay as specified in Article 21.
- 32.06.4 Weekend and statutory holiday standby will commence at the end of the day shift preceding the weekend or holiday and will end at the beginning of the day shift following the weekend or holiday.
- 32.06.4.1 For any time worked during the standby period, overtime will be at the prevailing rates over and above the guaranteed standby pay.
- 32.07 The weekend coverage and/or holiday coverage as described in Articles 32.03 and 32.05 above may be cancelled and replaced by an employee on standby at prevailing rates. In the Coastal Region schedules shall be posted as per Article 31.02.
- 32.07.1 For any time worked during the standby period, overtime will be at the prevailing rates over and above guaranteed standby pay.
- 33. OVERTIME**
- 33.01 **Overtime Rates**
- All time worked on any day in excess of the hours specified by Article 31 shall be compensated at 200% of the straight-time hourly rate (Coastal Region and Victoria Unit) or 200% of base rate (Interior, North Island and Sea to Sky Units).
- 33.02 **Overtime - Shift Workers**
- 33.02.1 Time worked by shift employees in excess of normal hours in twenty-four shall be compensated for at overtime rates, but this provision shall not apply where a shift worker reverts to a regular day job.
- 33.02.2 Where a shift worker fails to report to work and a relief worker cannot be obtained, the employee on the job will be required to work at the proper overtime rates until relieved.
- 33.03 **Meal Breaks**
- 33.03.1 During overtime the Company shall compensate employees for meal breaks at overtime rates.

- 33.03.1.1 Meal breaks during overtime shall not exceed thirty minutes.
- 33.03.1.2 When unscheduled overtime is worked the Company will pay reasonable costs for meals.
- 33.03.1.3 Normally, the Company will make every reasonable effort to provide work crews on the job site with good quality and substantial quantities of food, however, if a restaurant exists within approximately 3.2 kilometers (two miles) or within ten minutes of driving time, the manager or supervisor may authorize a meal away from the job site.
- 33.03.1.4 Beverages shall be provided for employees at the work site at two hour intervals.
- 33.03.1.5 Employees working scheduled overtime will supply their own meals.
- 33.03.2 Jobs extending beyond normal working hours shall not involve a meal period during the first two hours of overtime. Following this, meals shall be provided at intervals of four hours of work. It is understood that when an employee is working overtime beyond normal working hours, and it is reasonable to expect the work to extend at least two hours beyond the end of the regular workday, the employee may take a beverage break at a reasonable point in time between the start of overtime and the overtime meal period.
- 33.03.3 Employees who have worked beyond a meal break period in order to complete the job may elect one half hour pay at overtime rates in lieu of a meal. This election can be made only for the last earned meal during overtime.
- 33.03.4 Employees must turn in a meal receipt for each meal to be refunded.
- 33.04 **Call Out Overtime**
- 33.04.1 An employee called out on emergency work shall be paid a minimum of two hours from time of call at the appropriate overtime rate.
- 33.04.2 When an employee commences work four hours or less prior to the start of his regular day or shift, he shall receive premium rates (200%) from the time of the call out to the starting time of his regular day or shift (regardless of time worked), after which he shall be compensated at the regular rate for time worked on his regular day or shift.
- 33.05 **Rest Time**
- 33.05.1 Where an employee commences overtime work earlier than four hours prior to his regular working day or shift, he shall not return to, nor continue into, his working day, or shift unless otherwise requested until he has had eight hours time off which shall be calculated from the time his overtime work finished.
- 33.05.1.1 He shall be paid for his regular working day or shift at straight-time until the eight hours rest time expires at which time he must return to work to qualify for the remainder of his working day or shift at straight-time rates.
- 33.05.1.2 Deleted in 1991.

- 33.05.2 Notwithstanding the above, if the eight hour rest period expires four hours or later after the normal starting time of the shift, an employee will not be required to return to work to qualify for the remainder of the working day at straight-time rates.
- 33.05.2.1 Article 33.05.2 does not apply if two hours or less expires between the time the employee is called out and the employee returns home.
- 33.05.3 Where an employee is requested to return to work before he has completed his eight hour rest period he shall continue to be compensated at the overtime rate for all time worked, plus straight-time for the difference between the portion of the rest period taken and eight hours.
- 33.05.3.1 Where an employee is requested to continue to work into his working day or shift without rest time he shall continue to be compensated at the overtime rate for all time worked, plus straight-time for his regular day or shift.
- 33.05.4 Where an employee returns to work on a regular day or works into a regular day without rest time, and without his manager's or supervisor's authorization to do so, the overtime provision of this article shall not apply.
- 33.06 **Interior, North Island and Sea to Sky Units Only:**
- 33.06.1 When construction crews are scheduled to stay overnight at a location away from their own headquarters for period in excess of two (2) working days, and when required work is available in that location, then one and one-half (1-1/2) hours of overtime will normally be assigned each regular working day unless otherwise determined by the company.
- 33.06.2 When overtime work is required within an employee's own branch or headquarters, and when the overtime work is within the scope of the work normally performed, then qualified employees who have indicated they would be available for such overtime work will be given first opportunity for call-outs.
- 33.06.2.1 Prior to implementing the above, a Manager or Supervisor may take corrective action to overcome operational or personnel difficulties and make a situation safe.
- 34. OVERTIME BANK**
- 34.01 While all overtime is compensated at 200% pursuant to Article 33.01, the dollar amount of the overtime premium shall be deposited into an overtime bank.
- 34.01.1 Deleted in 1991.
- 34.02 The balance of each employee's overtime bank shall be enhanced by any applicable general increases effective on the same date as the general increase.
- 34.02.1 It is the intent of this clause that the balance of each employee's bank shall be shown on the paystub. Furthermore, it is intended that the amount of time off for each employee in any calendar year shall be subject to a reasonable limit so that the competence and effectiveness of the employee, his work unit, and the operation is adequately maintained in keeping with the demands of a gas utility.

- 34.03 Notwithstanding the other provisions of this clause, the Union agrees to cover all emergency work required by the company.
- 34.03.1 The scheduling of any time off shall be subject to operational requirements as determined by the Company.
- 34.04 An employee may be granted time off from the Overtime Bank on the prior understanding that he can be recalled to work a normal schedule at regular straight time rates of pay and thus the leave may be so cancelled without penalty to the Company.
- 34.05 Deleted in 1991.
- 34.06 Deleted in 1991.
- 34.07 Employees may cash out any portion of their Overtime Bank by completing the prescribed form supplied by the company, or take paid leave of absence subject to the balance available in the Overtime Bank and the conditions set out in this Article.
- 34.07.1 All banked overtime leave is paid at the employee's regular classification.
- 34.08 The amount and date of time off from the Overtime Bank shall be subject to agreement by the employee and his manager or supervisor.
- 34.09 Deleted in 1991.
- 34.10 Deleted in 1991.
- 34.11 Deleted in 1994.
- 34.12 Deleted in 1991.
- 34.13 Deleted in 1989.
- 34.14 Deleted in 1994.
- 34.15 **Interior Only:**
Deleted in 1991.
- 34.16 It is understood that time off will be taken during such working periods which will not require the company to replace the absent employee (Interior, North Island and Sea to Sky Units only).
- 35. SHORTER WORK YEAR LEAVE
(Coastal Region and Victoria Unit Only : Articles 35.01 to 35.05)**
- 35.01 **Definition**
- 35.01.1 "Shorter Work Year Leave" is a form of compensation which is based on service during the preceding year. There are varying methods of compensation for SWYL. These are paid leave, pay, or early retirement.

- 35.01.2 By November 1 of each year each employee shall elect from the following options:
- (a) first 15 days of earned SWYL must be taken as time off with pay or deposited in the early retirement bank in a proportion elected by the employee.
 - (b) the remainder of earned SWYL may be taken in pay, as time off with pay, or placed in an early retirement bank in a proportion elected by the employee
 - (c) Notwithstanding the foregoing, Victoria Unit employees who become part of the IBEW Bargaining Unit on or after January 1st, 1992, may, subject to operational requirements, have their SWYL in excess of fifteen (15) days off with pay curtailed in a proportion decided by the Company and paid out on the last pay period in December in the year in which it was earned. Prior to any curtailment, supervisors will meet with those employees whose SWYL time off election may be affected, to discuss the reasons for the curtailment, and such curtailment will be done on an individual case basis giving consideration to that individual's forecasted workload and operational requirements.
 - i. Should an employee subject to this article request, as paid leave, any SWYL in excess of 15 days, that amount will be set aside to be taken off during the year after it was earned subject to operational requirements.
 - ii. Should any of these paid leave days not be taken as of December 31st of the year after it was earned, they will be paid out, at the then current rate, on or before the last pay period in January of the following year.

35.01.3 All time off with pay shall be scheduled at the discretion of the Company.

35.02 **Entitlement**

35.02.1 The work week is the equivalent of a 35 hour week.

35.02.1.1 Employees shall work a 40 hour week and based on service during the preceding year shall earn Shorter Work Year Leave entitlement of 32 days.

35.02.2 Compensation for the days paid shall be on the first pay period in January the following year. Where compensation is taken as paid leave, it must be taken in the following year according to the leave schedule of the employee's department.

35.02.3 Employees who enter or leave service during a calendar year will receive a proration of SWYL entitlement based on each full calendar month of service calculated to the nearest full day. (One month to be interpreted as greater than 15 calendar days).

35.02.4 Shorter work year leave entitlement will be reduced by 1/9 for each full month of absence in excess of three months' absence in the preceding year.

35.02.4.1 For the purpose of this proration "absence" shall not include time off work for annual vacation, shorter work year leave, and vacation overtime (including training leave and lay-off covered by V.O.).

35.03 **Election to Bank Shorter Work Year Leave**

As outlined in 35.01 above the employee has three methods of compensation for SWYL. The decision must be made in writing by each employee on the appropriate form provided by Terasen, and is irrevocable. Time banked toward early retirement may be used for the following purposes only:

- (a) for time off work immediately preceding retirement date. An employee who is on early retirement leave shall continue his membership in employee benefit plans in effect prior to the commencement of his leave with the exception of long-term disability and will not be eligible to receive sick leave and long-term disability benefits.
- (b) to offset loss of straight-time earnings resulting from work lay-off.
- (c) to offset loss of straight-time earnings during a leave of absence for the purpose of training at a recognized education institute (subject to staffing requirements).

35.04 Calculation of Shorter Work Year Leave Rates of Pay

35.04.1 Regular Employees - Employees holding regular positions shall be paid at the straight-time rate of their current regular classification for all shorter work year leave taken regardless of the purpose.

35.04.2 Relief Employees - Employees who relieve for six months or less during the twelve months prior to taking shorter work year leave shall be paid at straight-time rates for their previous or regular classification while they are taking Shorter Work Year Leave.

35.04.2.1 Relief employees who relieve for more than six months during the twelve months prior to taking or receiving payout of shorter work year leave shall be paid at the highest classification worked.

35.04.2.2 Article 35.04 also applies to employees who are being terminated or permanently transferred out of the bargaining unit.

35.04.3 Temporary Employees - On termination temporary employees shall be paid SWYL at the straight-time rate for the classification in which they were hired.

35.04.4 Early Retirement - Payment for SWYL taken off as early retirement shall be made as outlined in .04.1 above and will reflect any general wage increases during the period of absence with pay when such increases become effective.

35.04.5 On Termination - in the event that a regular employee's service with the Company is terminated, cash payment based on straight-time earnings of the employee's current classification will be made for the balance of the unused SWYL and for the balance of time in the early retirement bank. This will also apply when an employee permanently transfers out of the bargaining unit to which this agreement applies.

35.05 Callback to Work When On Shorter Work Year Leave

An employee who has begun his Shorter Work Year Leave and is called back to work by the Company shall be paid at overtime rates for the remaining portion of his Shorter Work Year Leave during which he has had to work, and within a reasonable period of time he will also receive the remaining portion of his scheduled Shorter Work Year Leave without further pay.

35.06 Interior, North Island and Sea to Sky Units Only:

- 35.06.1 Shorter Work Year Leave (SWYL) is a leave of absence with pay, based on service during the preceding calendar year.
- 35.06.2 All hourly rated employees shall work a seven and one-half (7-1/2) hour day, five (5) days per week. One-half (1/2) hour per working day shall be credited to each employee's account.
- 35.06.3 Shorter work year leave entitlement will be reduced by one-ninth (1/9th) for each full month of absence in excess of three (3) months absence in the preceding year. For the purpose of this proration "absence" shall not include time off work for annual vacation or shorter work year leave.
- 35.06.4 For employees in the classifications referred to in article 7.04(5), SWYL may be taken:
- a) in advance during the year in which it is being earned. In this case the SWYL will be at the sole discretion of the Company and will be scheduled during the period beginning at the first Monday of the week in which September 1 falls to the last Friday in the week in which December 31 falls. In addition, special consideration will be given by the Company to extraordinary requests for SWYL to be taken in advance between May 1st and September 1st during the year in which it is being earned.
 - b) in the year following the year in which the SWYL is earned but during a period beginning at the last Friday of the week in which November 30 falls to the last Friday in the week in which March 31 falls. In this case, the leave will be scheduled at a time mutually agreeable between the employee and the Company. All SWYL earned in the previous year must be scheduled off and be finished by the last Friday in the week in which March 31st falls. ~~Customer Service technicians are exempt from the "March 31st" deadline.~~
- 35.06.5 Where scheduling conflicts arise, inverse order of seniority will prevail, i.e. employee with the least amount of seniority will have the first opportunity to schedule SWYL.
- 35.06.6 No less than five (5) days must be taken at any one time unless where mutually acceptable to the Company and the employee.
- 35.06.7 The work week shall be the equivalent of a thirty-five (35) hour week. Employees shall work a thirty-seven and one-half (37-1/2) hour week and based on service during the preceding year shall earn shorter work year leave entitlement to a maximum of seventeen (17) days.
- 35.06.7.1 Employees who receive greater than their regular rate of pay for more than 50% of the preceding year shall be paid for SWYL at the enhanced rate most frequently received.

36. DEFINITIONS, DUTIES AND JURISDICTIONS

- 36.01 Any classifications which appear on the classifications lists for Metro, but which do not appear for the ~~Interior or for the Fraser Valley~~ other Units, and which may be established in the ~~Interior or the Fraser Valley~~ other Units shall carry the rates set out on the Metro list.
- 36.02 When a portable compressor is delivered to a job and there is no recognized operator, any classification at or above the Equipment Operator II rate can operate same.
- 36.03 When crews are renewing or enlarging a service, they shall complete the job by connecting the service to an existing meter.

36.04

Where minor alterations to a service are required, a Utilization Technician assisted by a Distribution Mechanic Apprentice shall complete the job as required.

36.05 Crew Composition - (Coast Only)

BASIC CREW COMPOSITION

DUTIES

AA, A and B superceded by LOU #56 and LOU #57

C. 1 - Distribution Mechanic

- Change stations pressure recorder charts.
- Operate system distribution valves on mains.
- Maintain system valves (lubricate, adjust, clear risers, etc.)
- Locate and clear service curb cocks.
- Carry out dew point surveys (using Elnor, Chandler or similar equipment).
- Conduct leakage surveys, including general survey procedure and;
 - available opening surveys
 - building inspections
 - premark and locate underground utilities (ahead of surveys, etc.)
 - repair sampling test insert points (A.T.I.'s)
 - make field gas analysis (using Davis ethane detector or similar equipment)
- Patrol areas of known high hazard leakage when repairs have been deferred (check for migration of gas. Carry out action required to keep safe.)
- Perform work of lesser skill if required.

D. 1 - Distribution Mechanic Apprentice

- Change station pressure recorder charts.
- Maintain station equipment, building and grounds.
- Pump main and service drips.
- Rewrap or paint service risers or exposed pipe, including all operations, driving, excavation; check for leakage, etc.
- Perform work of lesser skill if required.
- Patrol transmission or trunk lines.

NOTE 1: Under no circumstances will a Distribution Mechanic Apprentice be used in relief of a Distribution Mechanic 1.

E. Station Mechanic 2

- Operate system distribution valves.
- Adjust City Gate and regulator station operating pressures.
- Relight station heaters.
- Repair minor leaks on station equipment.
- Perform work of lesser skill if required.

36.05.1 It is understood that the content of the job description and definitions for crew composition do not limit the actions of any gas employee or crew to attend emergencies and take remedial action within their capabilities to make safe.

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CLEAN-UP TRUCK DRIVER

Shall perform work required to reinstate work locations to their original condition such as restoration of lawns and gardens; replacement of concrete walks; temporary repairs of paved areas; reconstruction of fences, walls, etc.

Shall deliver or pick up select materials and spoil at work sites.

Shall operate a truck for the transportation of required tools and materials.

May supervise the work of one other employee.

When two or more employees are being supervised the rate will be increased by 5%.

When required to drive a tandem-axle truck equipped with air brakes, he shall receive the Equipment Operator 1 rate.

DISTRIBUTION MECHANIC 1

A Distribution Mechanic 1 shall direct the work of employees engaged in the construction and maintenance of the gas transmission and distribution systems so as to ensure that the work is carried out safely, efficiently and expeditiously. This shall include construction to Federal, Provincial, Municipal and Company standards of underground gas transmission and distribution systems, their gate stations and district regulation stations, control valves, line break operators and related ancillary controls and equipment.

Shall direct and carry out appropriate actions at emergency incidents involving the escape of gas where potential hazard to persons or property exists.

Shall direct and carry out maintenance on the transmission and distribution systems including leakage repair, Cathodic Protection plant, valves, etc.

Shall use tools and be responsible for the safe keeping and proper handling of all instruments, equipment and tools assigned to his crew.

Shall, if required, be certified or recertified for the prescribed B. C. Government pressure piping gas welding certificate.

Shall carry out heat fusion operations on plastic pipe systems and shall certify or recertify for the prescribed Terasen Plastic Pipe Heat Fusion Certificate.

Shall make all necessary reports associated with work carried out, such as field reports, work orders, pressure test affidavits, "as constructed" field sketches, etc.

DISTRIBUTION MECHANIC

A Distribution Mechanic shall use tools and procedures required for the construction, maintenance and operation of the gas transmission and distribution systems.

Shall assist in the installation of distribution pipe, fittings and related components and in carrying out repairs and alterations to mains and services.

Shall install prefabricated single meter sets on new services, up to and including 400 series meters at delivery pressures not exceeding 14 kPa (2psi) (*formerly associated with 'B' Crew*).

Shall conduct system leakage and hazard surveys.

Will assist in the construction and maintenance of gate and district regulator stations.

Shall use the tools and instruments required on gas distribution work such as pneumatic, hydraulic or gasoline operated paving breakers, rock drills, vertical test hole drills, horizontal earth augers, compaction equipment, etc.

Shall use line stopper and hot tap pressure control and line break equipment electronic pipe and valve locators, dew point test equipment such as the Chandler and Elnor and combustible indicators of the hot wire of flame ionization types.

Shall analyze gas samples in the field using an Ethane detector or similar equipment.

Shall do thermic and oxyacetylene welding and, if required, shall be certified or recertified for the prescribed B.C. Government pressure piping gas welding certificate.

Shall carry out heat fusion operations on plastic pipe systems and shall certify or recertify for the prescribed Terasen Plastic Pipe Heat Fusion Certificate.

In conducting system leakage and hazard surveys the DM shall carry out all operations necessary in buildings or on the street to locate, classify, pinpoint and vent gas leakage to a safe condition pending repairs.

May direct the work of one other employee when engaged in carrying out system surveys including venting of leakage.

Shall be paid the rate of Distribution Mechanic 1 when directing the work of two or more men on leakage survey.

When conducting Leak Survey, shall assess and repair minor leaks as follows: limited to the use of light tools; no interruption of gas or regulator adjustment; and limited to residential services.

ELECTRICIAN

The Electrician shall perform the full scope of electrical work which falls within the capability of a Journeyman Electrician.

Without limiting the generality of the foregoing, he shall install, test, adjust, modify, inspect, troubleshoot, maintain and repair main and auxiliary equipment and apparatus. This may include, but not necessarily be limited to work on: electric wiring, distribution panels, transformer connections, electronic components, electric motor servicing, motor control and related circuitry, HVAC control systems, communication and data circuits, fire alarm and security systems.

May also be assigned other building maintenance tasks which he is capable of performing.

May be required to perform electrical and other building maintenance work at any Company facility, including shops, yards, offices, musters, gate stations, regulator stations, etc.

Qualifications

1. B. C. Journeyman Electrician trade qualification.
2. Minimum of two year's satisfactory industrial electrical maintenance experience at journeyman level.
3. Proficiency in reading electrical/electronic control diagrams.
4. Demonstrated ability to work independently and maintain a high level and quality of performance.
5. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have safe driving record and be able to pass Terasen driving tests.

FITTER/WELDER 1

A Fitter/Welder 1 shall perform all operations in the shop necessary to fabricate (using gas metal arc, manual arc or oxy-fuel welding) the pressure piping and vessel systems used on gas transmission and distribution networks. This will include interpretation of engineering drawings, spool sheets, etc., laying out of the job, fit up and welding preparation of all components and the pressure testing of completed assemblies and sub-assemblies to determine weld and joint integrity. It will also include the fabrication of non-pressure components and the installation of pressure controlling devices, their associated instrumentation and control lines in prefabricated regulator vaults or similar assemblies.

In the field the F/W 1 shall do pipe line welding including hot tap welds, fire welds and leak repair welds on lines operating up to and including transmission line pressures.

In conformance with Terasen Welder qualification tests and CSA Standard Z184 for Gas Transmission and Distribution Systems, a Fitter/Welder 1 shall be required to qualify and requalify when necessary, as prescribed by the Code for Welders welding on piping to operate at hoop stresses of 20% or more of the specified minimum yield strength.

Shall act as Lead Hand when authorized. A Lead Hand shall coordinate the work on projects where more than one tradesman (or higher paid classification) is employed.

Management will determine where Lead Hands are required.

Pay will be on a while-so-acting basis at plus 3% of his regular rate.

No seniority will accrue.

FITTER/WELDER 2

A Fitter/Welder 2 shall perform all operations in the shop necessary to fabricate (using manual arc, gas metal arc or oxy-fuel welding) the pressure piping and vessel systems used on the gas transmission and distribution networks, insofar as his certificates of competency permit. This will include interpretation of engineering drawings, spool sheets, etc., laying out of the job, fit up and welding preparation of all components and the pressure testing of completed assemblies and sub-assemblies to determine weld and joint integrity. It will also include fabrication of non-pressure components and the installations of pressure controlling devices, their associated instrumentation and control lines in prefabricated regulator vaults or similar assemblies.

In the field he shall weld on the transmission and distribution systems within the scope of his certificate of competency including hot taps, fire welds and leak repair welds.

In conformance with Company welder qualification tests and CSA Standard Z184 for Gas Transmission and Distribution Systems, a Fitter/Welder 2 shall be required to qualify and requalify when necessary, as prescribed by the Code for Welders welding on piping to operate at hoop stresses of less than 20% of the specified minimum yield strength.

Upon satisfactory completion of 12 months' service in this position, the Fitter/Welder 2 will be reclassified to Fitter/Welder 1.

FITTER/WELDER 3

The Fitter Welder 3 is a designated training position.

Employees selected for this training shall undertake practical and classroom training, instruction and practice in welding, fitting and associated skills and knowledge required to achieve the intermediate Level of the Program Content of Welder Training as published by VCC/VVI or PVI.

Training may take place in Company Welding Schools, Vocational Institutes or other suitable establishments. Some classes may be held outside normal day-work hours.

After initial training in welding, a Fitter Welder 3 shall perform assigned duties in the Welding Shops including the duties of a Shop Mechanic 2 (Welding Shop). In addition, a Fitter Welder 3 shall perform welding on pressure piping and systems within the scope of his welding qualifications and certification.

A Fitter Welder 3 shall display good aptitude and proficiency during training, noting that training may be terminated at the Company's discretion for insufficient aptitude, inadequate progress, insufficient application to training or studies or for misconduct.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have a safe driving record and be able to pass Company driving tests.
2. Demonstrated a good mechanical aptitude.
3. Must possess or test and qualify in these tests to CSA Standard Z184 and the Company welding procedures: OAW-1, OAW-2, OAW-3, and in addition shall display above-average aptitude and proficiency in oxyacetylene welding.
4. Possess, as a Fitter Welder 3, all the educational qualifications for entry into Welder Training Programs as specified by the B.C. Ministries of Labour and Education and/or VCC/VVI or PVI.
5. Be physically agile and shall have good eyesight; shall not be subject or prone to respiratory problems or illnesses or allergic to the materials and conditions encountered in the practice of welding. A medical examination by Terasen Health Services or its delegate may be required.
6. Shall display, in evaluation tests, sufficient learning ability, good manual dexterity and good mechanical aptitude.
7. Ability to work alone and maintain a high level and quality of performance.
8. Initiative and sense of responsibility.
9. Prior experience in gas system construction and maintenance for minimum of three (3) years.

Other Considerations:

1. Considerable bending and lifting.
2. Exposed to weather.
3. Working hours may vary to accommodate training class schedules; some evening classes may be involved that will require the employee(s) attendance on their own time. Evening classes will not normally exceed two (2) evenings per week for part only of the year.

INDUSTRIAL TECHNICIAN

Merged in 1999 with PMT 1, 2 and 3, and Station Mechanic 1. See System Operations Apprentice/Technician - Article 36.06.3

LABOURER

Shall perform unskilled work as assigned such as excavation, traffic control, backfilling, etc.

Shall also perform a variety of yard duties.

Labourers ferrying vehicles will receive the Truck Driver's rate of pay.

Labourers, while working in the Salvage Shop, will receive 105% of Labourer classification wage rate.

LNG PLANT OPERATOR 1

An employee so classified shall meet the qualifications and perform all of the duties of an LNG Plant Operator 2.

Shall work without supervision, direct the work of other employees and contractors, and make decisions as required to achieve and maintain optimum plant operation.

Shall train the LNG Plant Operator 2 in all aspects of the operation of the plant, and in all maintenance procedures at the Plant.

LNG PLANT OPERATOR 2

The LNG Plant Operator 2 shall operate the LNG Plant and perform required maintenance at the LNG Plant under the direction of an LNG Plant Operator 1 or the LNG Plant Superintendent. At times when the Plant is not liquefying or sending out, he shall operate auxiliary equipment and perform required maintenance without direct supervision.

Shall operate equipment and processes such as: LNG storage tank; cycle gas and boil off gas compressors; gas purification, liquefaction processes; send out equipment including LNG pumps, vaporizers, odorizer; nitrogen generator with associated equipment; cooling equipment; standby diesel generator; measurement, instrumentation, control and gas analysis equipment.

Shall operate the Plant equipment on manual control in the event of an equipment failure, particularly under critical circumstances.

Shall direct and carry out appropriate action during emergency incidents or fires until relieved by someone of higher authority.

Shall maintain a log of pressures, temperatures and volumes and make adjustments to control the operation and advise the oncoming operator of problems or unusual conditions.

Will load mobile LNG equipment as required.

Shall safely cool down equipment and maintain the Plant in a state of readiness, for peak shave sendout at short notice.

Shall maintain liaison with Gas Control for communication on send out and liquefaction.

Shall report all questionable conditions to the Plant Superintendent.

Shall do running repairs and general maintenance.

Shall do major repairs, overhaul, general maintenance, painting and grounds maintenance during periods when time and responsibilities permit.

Shall arrange for specialist maintenance service as required.

Shall perform duties as assigned, including preparation of reports, manuals and procedures; jobs in other sections of the Company; and operate a Terasen vehicle.

LNG Operator 2 will be in the entry position. Progression from an LNG Operator 2 to an LNG Operator 1 will be dependent upon demonstrated competence to carry out all aspects of the job.

This will include successful completion of a prescribed training program from IGT, and a hands-on operating test to demonstrate proficiency.

Must obtain and hold a Refrigeration Operator Certificate or a Power Engineer's Certificate (Fourth Class) from the Boiler and Pressure Vessels Safety Branch of the Ministry of Municipal Affairs, Recreation and Culture (MOMARC).

Must be able to operate the Plant on his own under all conditions, except sendout, where two operators are normally required.

Progression from an LNG Plant Operator 2 to an LNG Plant Operator 1 may occur after one year. If he fails to progress to LNG Operator 1 within two years he shall revert to his previously-held position. In the case of relief operators, times will be considered cumulatively.

Qualifications

1. Must have a thorough knowledge of physics, chemistry, electricity and basic process control equivalent to one year post high school and must have the ability to acquire a thorough knowledge of the gas liquefaction process.
2. Should have experience with some or all of the following, or the ability to acquire thorough knowledge quickly: Flow meters; electronic and pneumatic instrumentation; large heavy-duty compressors with electric motor drives; LNG pumps and gas vaporizers.
3. Process plant operating experience and/or process plant maintenance experience at a journeyman level highly desirable.
4. Must be able to work under stress and work alone.
5. Must be able to maintain records and logs of Plant operation.
6. Must be capable of keeping abreast of new technology as it applies to Plant operation.
7. Must be in good physical condition, be able to climb ladders and have no fear of heights.
8. Must qualify to drive Terasen vehicles.

Shift Coverage

Plant operators will work shifts as required*. The operators will work day shift on a normal day shift basis at the LNG Plant on maintenance or overhaul or in other areas of the Company as required.

*Rotating 12-hour shift presently 3-2, 2-3, 2-2.

MACHINIST

Shall have served a recognized apprenticeship with a BCTQ equivalency or have a minimum of four years varied experience in the operation of machine tools such as lathes, planing, slotting, milling, shaping, and grinding machines.

Shall be qualified and capable of working from Engineering drawings or sketches and independently setting up, laying out, and successfully completing work of a journeyman calibre.

Shall use instruments and testing equipment associated with close tolerance machining and fitting operations such as measurement devices, plug, thread and other gauges, material hardness testers, etc.

Shall set up and direct operations on a range of machine tools for other operators.

Shall carry out machining and fitting operations required in overhaul of all sizes of four and two cycle internal combustion engines, hydraulic motors and drives, hydraulic jacking and pumping equipment, air compressors, water pumps, pneumatic equipment, line stopper, hot tap and pressure control equipment, welding equipment, and other equipment, used in Gas Distribution work.

Shall carry out heat treatment of materials as necessary.

Shall act as Lead Hand when authorized.

A Lead Hand shall coordinate the work on projects where more than one tradesman (or higher paid classification) is employed.

Management will determine where Lead Hands are required.

Pay will be on a while-so-acting basis at plus 3% of his regular rate. No seniority will accrue.

MECHANICAL FOREMAN (FIELD) [Customer Service Agent]

Shall direct the work of ~~the men~~ employees and contractors in such a manner that the work may be carried out safely, efficiently and expeditiously.

Shall use tools as required.

The ~~Mechanical Foreman~~ CSA shall be required to give technical direction and leadership to Company and contractor personnel involved in any aspect of installing, maintaining and abandoning gas distribution systems in the Construction and Maintenance operations; directs crews of tradesmen and other categories involved in metering and housepiping work in the Customer Services operation; carry out investigations of emergency and hazardous situations and initiate appropriate actions in compliance with codes and Gas Group requirements; promote safe practices in all aspects of the work performed and require strict adherence to established specifications, standards and codes, develop and implement formal classroom and field training programs.

Shall take initiative in providing specific training in the field where individual needs are indicated and shall make follow-up recommendations to applicable manager or supervisor for further training and/or course changes where indicated; represent the Gas Group with respect to the activities under his direction in dealing with customers, agents, plant engineers, municipal officials, fire and police officials and other utility bodies; carry out special assignments pertaining to his area of duties under general direction and terms of reference.

The CSA may be assigned administration of an office.

Must have a valid Provincial Grade B Gas Fitter's license when working in the Customer Service Section.

MECHANICAL FOREMAN (MACHINE SHOP)

Shall direct the work of the men under his charge in such a manner that the work may be carried out safely, efficiently and expeditiously.

Shall give technical direction and leadership to tradesmen with respect to the fabrication, repair and operation of tools and equipment used in the shop operation and serviced or built by the shop for work on the gas transmission and distribution systems.

Will also supply technical guidance and training to field personnel in the mechanical operation and maintenance of equipment such as line stopper and line break control equipment.

Shall be familiar with laying out metal work from drawings and sketches including planning of tooling and fabrication sequences for bench and machine tool production to obtain optimum efficiency and to complete fabrication or repairs on schedule.

Shall be familiar with machine shop standards and with dimensional and other tolerances applicable to metal fabrication, and with the testing instruments and techniques used in the inspection of mechanical components machined or otherwise fabricated to close tolerances.

Shall use tools and be familiar with set-up procedures for common machine tools such as lathes, milling machines, radial drills, etc.

Shall be responsible for ensuring that records of loaned out equipment from the Shop Tool Room are accurately recorded, that inventories of tool and equipment repair parts and spares are kept up to standard.

Shall report to his manager or supervisor where schedules cannot be met or where problems in the operation, repair or fabrication of tools and equipment come to his notice.

Shall keep records of repair work carried out and materials used in repair of units and prepare all other necessary written reports related to the operation of the shop.

MECHANICAL FOREMAN (PREFABRICATION SHOP)
(Previously: Mechanical Foreman (Meter Assembly Shop))

Shall direct the work of the employees under his charge in such a manner that the work may be carried out safely, efficiently and expeditiously.

Shall give technical direction and leadership to tradesmen with respect to the fabrication, alteration, testing repair and operation of large volume metering and pressure regulating assemblies.

Shall provide a close control and ensure adequate supplies at all times of all shop materials, inventory requirements including stocks of new and repaired pressure regulators, assemblies and a wide variety of replacement parts having due regard for usage, obsolescence, lead time for deliveries and other factors affecting essential materials.

Shall be familiar with the related Federal, Provincial Governments Code requirements as well as Terasen Policies and standards.

Shall schedule the work of the shop to meet planned completion dates.

Shall report to his manager or supervisor where problems arise in meeting completion dates for work.

Shall provide technical guidance and training for Utilization Technicians.

Shall inspect all completed work and witness pressure tests and proper settings of equipment.

Shall work with tools, carry out repair and assembly work.

Must hold a valid Provincial Grade B Gas Fitter's License.

MECHANICAL FOREMAN (WELDING SHOP)

Shall direct the work of the men under his charge in such a manner that the work may be carried out safely, efficiently and expeditiously.

Shall give technical direction and leadership to Fitter Welders and Shop Mechanics with respect to welding standards, welding codes and welding procedures.

Shall be familiar with operating requirements and interpretation of welding regulations in various codes applicable to the work carried out, such as CSAZ184, ASME Part IX, API 1104, Gas Group Welding standard practice instructions, etc., and be familiar with non-destructive testing methods, such as radiographic, ultrasonic, dye penetrant and magnetic particle type inspections, their scope and limitations and their application in the day to day work in the shop.

Shall ensure that equipment and components for the gas transmission and distribution systems fabricated in the shop conform with design drawings, welding code requirements and testing procedures.

Shall schedule the work of the shop to meet planned completion dates by ensuring that all materials are on hand and fabrication sequences are established and adhered to.

Shall report to his manager or supervisor where problems arise in meeting completion dates for work.

Shall assist in training programs by demonstrating welding and shop tool operation.

Shall work with tools, carry out pressure welding and, if required, be certified or recertified in conformance to Company Welder qualification tests and CSA standard Z-184 for Gas Transmission and Distribution systems.

Shall inspect all completed work and witness that pressure tests, where required, have been carried out and documented and make all necessary written reports, and as constructed drawings of work completed, etc. as required.

PAINTER

Shall prepare and paint any gas distribution piping, equipment or buildings using brush, roller or spray equipment and to specification provided.

Shall operate and use sand and glassbead high pressure blasting equipment.

Drive company vehicles as required.

PAVING FOREMAN

Shall work on a paving crew and use the equipment and tools (trucks, heavy-duty tamper, pavement roller, rake, etc.) and supervise the work of men under his charge engaged in permanent (hot) paving repairs on roadways, driveways and other public and private properties so as to ensure that the work is carried out safely, efficiently, and expeditiously. This shall include that all repairs are carried out in accordance with Provincial, Municipal, and Company Standards.

Shall, when necessary, communicate as required to indicate that roadways under repair will be closed or restricted and take the necessary steps to barricade, flag and properly "sign" all work areas for guidance and protection of vehicular traffic and workmen.

Shall do the clerical work required.

RECYCLING MECHANIC

Shall work in the recycling operation and shall supervise employees as assigned in carrying out the following duties: Sorting all items returned from the field into recoverable materials or scrap; scrap shall be properly sorted to maximize the value of disposal.

All recoverable items shall be restored to usable condition; restored items will be sorted by Stores folio numbers and returned to stock using the prescribed routines.

Shall be responsible for the efficient and effective operation of this section and will recommend methods and procedures that will achieve the highest possible dollar return from our change-out material.

Will report directly to the Manager or Supervisor of salvage operations.

Qualifications:

1. Demonstrated mechanical aptitude.
2. Demonstrated work leadership ability.
3. Demonstrated good written and verbal communication skills and interpersonal skills in dealing with external shops, etc.
4. Demonstrated initiative and sense of responsibility.
5. The ability to work independently with minimal direction.
6. Demonstrated safe work habits and efficient work history.

NOTE: When the current incumbent in the Recycling Mechanic classification leaves that classification it shall be eliminated.

SENIOR SHOP MECHANIC 1 (BUILDINGS & UTILITIES)

Shall be responsible for the inspection and maintenance of Company buildings, their utilities and grounds within a designated area.

Shall ensure that heating, air conditioning and ventilation equipment, water, gas, electricity, sewerage, drainage, fire alarm and fire sprinkler systems, etc., are functioning properly.

Shall inspect the work of contractors maintaining, modifying and overhauling these buildings and utilities in order to ensure that work is satisfactorily completed.

Shall provide direction to personnel assigned to him and shall work with tools. He shall carry out minor maintenance and modification to buildings and their utilities of a general nature other than where prohibited by codes.

Shall carry out seasonal overhaul of air conditioning plant and heating plant including boilers, pumps, compressors, etc.

Shall complete all inspection reports and other documents required by the position.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have safe driving record.
2. Minimum of two years building maintenance experience as a Shop Mechanic 1 (Building and Utilities).
3. Demonstrated leadership capabilities and ability to work with a minimum of supervision.
4. Thorough understanding of Lochburn building utility system.
5. Demonstrated ability to analyze system problems and prepare written reports and keep accurate records.
6. Ability to plan, organize and monitor the work of employees under his direction.

SHOP ASSISTANT

A Shop Assistant shall carry out semi-skilled operations in a Shop such as uncrate, clean and prepare for assembly all parts, equipment, raw materials, etc. used for fabrication or repair in a Shop and/or field.

Shall clean items returned from the field using mechanical or hand operated equipment, carry out dismantling of designated tools and equipment to permit servicing and assist with the assembly of similar equipment.

Shall use hand and power operated tools such as hand drills, sanders, saws, impact wrenches, pipe threaders, power brushes and stud setters required to carry out his work.

Shall also use power operated machines such as pipe threading machine, hydraulic press, drill press, grinders, etc.

Shall carry out standard prefabricated assemblies and assist in the assembly of pipe and fittings during the construction and/or maintenance of prefabricated meter sets, regulator stations or similar assemblies.

Will work under direction as required by the nature and complexity of the job.

Shall operate all mechanized material handling equipment used in the shops such as cranes, electric shop trucks, forklifts and similar equipment.

Duties will include cleaning of shop tools and equipment and general housekeeping in the Shops.

(*) Deleted Ref. to 'Common Seniority' in 1989.

SHOP MECHANIC 1 (BUILDINGS & UTILITIES)

Shall be responsible for the inspection and maintenance of Company buildings, their utilities and grounds within a designated area.

Shall ensure that heating, air conditioning and ventilation equipment, water, gas, electricity, sewerage, drainage, fire alarm and fire sprinkler systems, etc. are functioning properly.

Shall inspect the work of contractors maintaining, modifying and overhauling these buildings and utilities in order to ensure that work is satisfactorily completed.

Shall direct the work of Utility Assistants assigned to him and will work with tools.

Shall carry out minor maintenance and modification to buildings and their utilities of a general nature other than where prohibited by codes.

Shall carry out seasonal overhaul of air conditioning plant and heating plant including boilers, pumps, compressors, etc.

Shall complete all inspection reports and other documents required by the position.

SHOP MECHANIC 2 (BUILDINGS & UTILITIES)

Shall be responsible for the inspection and maintenance of Company buildings, their utilities and grounds within a designated area.

Shall ensure that heating, air conditioning and ventilation equipment, water, gas, electricity, sewerage, drainage, fire alarm and fire sprinkler systems, etc., are functioning properly.

Shall inspect the work of contractors maintaining, modifying and overhauling these buildings and utilities in order to ensure that work is satisfactorily completed.

Shall direct the work of Utility Assistants assigned to him and will work with tools.

Shall carry out minor maintenance and modification to buildings and their utilities of a general nature other than where prohibited by codes.

Shall carry out seasonal overhaul of air conditioning plant and heating plant including boilers, pumps, compressors, etc.

Shall complete all inspection reports and other documents required by the position.

After satisfactorily completing 12 months service in the position, shall be classified as Shop Mechanic 1.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis, must have safe driving record and be able to pass Company driving tests.
2. Good mechanical aptitude including carpentry and blueprint reading.
3. Minimum of two years related industrial building maintenance experience.
4. Basic knowledge and experience in heating and ventilating.
5. Ability to work with minimum of supervision.
6. Ability to supervise work of Utility Assistants when required and to coordinate and inspect work of building contractors.
7. Experience in keeping and processing related records.

Other Considerations:

1. On feet most of day.
2. Considerable bending and lifting.

Automatic progression to Shop Mechanic 1 would occur upon the completion of 12 months satisfactory service.

SHOP MECHANIC 3 (BUILDINGS & UTILITIES)

The Shop Mechanic 3 (B&U) is a designated training position.

Employees selected for this training undertake a program of study leading to certification by BOMA (Building Owners' and Managers' Association) as a Systems Maintenance Technician (SMT). The SMT program consists of five courses of study related to Building Maintenance plant and systems. Courses are taken on the employee's own time, either in BOMA's training facility in Vancouver or on a supervised home study program.

The Shop Mechanic 3 uses appropriate hand-and power-operated tools to perform a variety of duties such as preventative maintenance services; minor repairs and construction tasks involving carpentry, plumbing, mechanic and other trades; and assists other Shop Mechanics and Electrician in major construction, repair and overhaul projects.

Duties include cleaning and maintenance of shop tools and equipment and general housekeeping in the Building Maintenance Shop.

Drives company vehicles as required.

A Shop Mechanic 3 must demonstrate good aptitude and proficiency for this type of work during training.

Upon satisfactory completion of 12 months service in this position, the successful completion of two modules of the BOMA SMT program, and meeting the ability qualifications of the Shop Mechanic 2 classification, the employee shall be classified as a Shop Mechanic 2. If s/he fails to progress to Shop Mechanic 2 within 18 months, sh/e shall revert to her/his previously-held classification.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.
2. A safe driving record and able to pass Company driving tests.
3. Demonstrated mechanic ability.
4. Physical fitness and agility to be able to perform all duties effectively and efficiently. Physical demands include working in restrictive locations and enclosures, considerable bending and lifting, climbing and working on ladders, and on feet most of the day.
5. Ability to work alone and maintain a high level and quality of performance.
6. Ability to complete two modules of the BOMA SMT program within 18 months.

SHOP MECHANIC 1 (MACHINE SHOP)

A Shop Mechanic 1 shall be required to fabricate and repair a range of tools, instruments and equipment used in gas distribution work including modifications, binning and outfitting of work vehicles to suit gas distribution applications.

Shall direct the work of a Shop Mechanic 2 and Shop Assistants when assisting him.

Shall use manual and power operated hand tools and machine tools such as grinders, drill press and hydraulic press including set-up of these machines.

Shall operate lathes, milling machines, etc., including minor set-up work on these machines.

Shall carry out overhauls of all sizes of four and two cycle internal combustion engines, hydraulic motors and drives, hydraulic jacking and pumping equipment, air compressors, water pumps, pneumatic equipment, line stopper, hot tap and pressure control equipment, welding equipment, etc.

Shall do oxyacetylene welding and brazing and heat treatment required in repair and fabrication of tools, but shall not be required to possess pressure welding certificates.

Shall act as Lead Hand when authorized.

A Lead Hand shall coordinate the work on projects where more than one tradesman (or higher paid classification) is employed.

Management will determine where Lead Hands are required.

Pay will be on a while-so-acting basis at plus 3% of his regular rate. No seniority will accrue.

SHOP MECHANIC 2 (MACHINE SHOP)

A Shop Mechanic 2 shall be required to fabricate and repair a range of tools, instruments and equipment used in gas distribution work including modifications, binning and outfitting of work vehicles to suit gas distribution applications.

Shall direct the work of Shop Assistants when assisting him.

Shall use manual and power operated hand tools and machine tools such as grinder, drill press, hydraulic press, etc., including set-up of these machines.

Shall carry out overhauls of all sizes of four and two cycle internal combustion engines, hydraulic motors and drives, hydraulic jacking and pumping equipment, air compressors, water pumps, pneumatic equipment, line stopper and hot tap and pressure control equipment, welding equipment, etc.

Shall do oxyacetylene welding and brazing required in repair and fabrication of tools, but shall not be required to possess pressure welding certificates.

After satisfactorily completing 12 months service in the position, shall be classified as Shop Mechanic 1.

SHOP MECHANIC 1 (PREFAB SHOP)

A Shop Mechanic 1 shall be required to construct, fabricate, assemble, disassemble, alter, test and repair all types of Industrial/Commercial/ Residential meter sets, manifolds, and piping assemblies and shall bench test and adjust regulators and confirm function. Shall use manual and power operated tools, equipment and machinery. Shall use oxyacetylene equipment to heat pipe and fittings for alignment during the assembly of meter sets. The Shop Mechanic 1 (Prefab) must have a valid Provincial Grade B Gas Fitters License, and must have successfully completed the probationary period for the Shop Mechanic 2 (Prefab) or the Utilization Technician 2 positions.

Qualifications

1. Good mechanical aptitude and pipe fitting abilities.
2. Knowledge of meter sets, piping assemblies and industrial regulators and proficiency in the use of hand and power operated tools, equipment and machinery, including oxyacetylene equipment.
3. Proficiency in interpreting work orders, mechanical drawings, sketches and written instructions and be able to accurately record completed work.
4. Ability to work with minimum supervision and maintain a high level and quality of performance.
5. Ability to direct the work of Shop Mechanic 2's and Shop Assistants.
6. Demonstrated safe work habits and efficient work history.
7. Grade B Gas Fitter License.

SHOP MECHANIC 2 (PREFAB SHOP)

A Shop Mechanic 2 shall be required to construct, fabricate, assemble, disassemble, alter, test and repair all types of Industrial/Commercial/Residential meter sets, manifolds, and piping assemblies and shall bench test and adjust regulators and confirm function. Shall use manual and power operated tools, equipment and machinery. Shall use oxyacetylene equipment to heat pipe and fittings for alignment during the assembly of meter sets. The Shop Mechanic 2 (Prefab) will automatically be promoted to Shop Mechanic 1 (Prefab) upon attaining the Provincial Grade B Gas Fitters Licence and upon completion of the twelve months period of probation for the Shop Mechanic 2 (Prefab). Failure to obtain the Class B license within the twelve month period shall result in the employee being returned to his previously held classification.

Qualifications

1. Good mechanical aptitude and the ability to acquire pipe fitting skills.
2. Capable of acquiring a thorough knowledge of meter sets, piping assemblies and industrial regulators and become proficient in the use of hand and power operated tools, equipment and machinery, including oxyacetylene equipment.
3. Capable of becoming proficient in interpreting work orders, mechanical drawings, sketches and written instructions and be able to accurately record work done.
4. Initiative and sense of responsibility.
5. Ability to work with minimum supervision and maintain a high level and quality of performance.
6. Ability to direct the work of Shop Assistants.
7. Demonstrated safe work habits and efficient work history.

SHOP MECHANIC 1 (WELDING SHOP)

A Welding Shop Mechanic shall be required to fabricate and repair a range of tools and equipment used in gas distribution work and direct the work of Shop Assistants when required.

Shall use manual or power operated hand tools and machine tools, including combination punch and metal forming press, power rollers, power shears, metal bandsaw, punch press, nibblers, drop hammer, drill press, spot welder, hot forging equipment, etc.

Shall carry out electric arc and oxyacetylene welding, brazing and heat treatment of metals, but shall not be required to possess pressure welding certificates.

Shall do other semi-skilled work required in the shop.

SHOP MECHANIC 2 (WELDING SHOP)

A Welding Shop Mechanic shall be required to fabricate and repair a range of tools and equipment used in gas distribution work and direct the work of Shop Assistants when required.

Shall use manual or power operated tools and machine tools, including combination punch and metal forming press, power rollers, power shears, metal bandsaw, punch press, nibblers, drop hammer, drill press, spot welder, hot forging equipment, etc.

Shall carry out electric arc and oxyacetylene welding, brazing and heat treatment of metals, but shall not be required to possess pressure welding certificates.

Shall do other semi-skilled work required in the shop.

After satisfactorily completing 12 months service in the position, shall be classified as Shop Mechanic 1.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have safe driving record and be able to pass Company driving tests.
2. Mechanical aptitude.
3. Ability to acquire a thorough knowledge of theory and operation of tools and equipment relating to the distribution system.
4. Ability to become proficient in the use of hand and power operated tools required in maintaining and overhauling mechanical equipment.
5. Ability to become proficient in carrying out complete overhaul of gasoline motors, pumps, pneumatic tools, line stopper equipment, and other tools used on the gas system.
6. Ability to become proficient in interpreting work orders, mechanical drawings, sketches and written instruction and record work done.
7. Initiative and sense of responsibility.
8. Ability to work independently and maintain a high level and quality of performance.

Other Considerations:

1. On feet most of day.
2. Considerable bending and lifting.

Automatic Progression to Shop Mechanic 1 would occur upon the completion of 12 months satisfactory service.

STATION MECHANIC 1

Merged with Industrial Technician and Pressure & Measurement Technician 1, 2 and 3 . New Job Title: System Operations Technician (LOU #57).

STATION MECHANIC 2

The Station Mechanic 2 will assist in the operation and maintenance of all pressure and flow control stations including the Huntingdon Gate Station, Regulator Stations, City Gate Stations, Thermal and Turbine Power Generating Stations and any other stations or regulator vaults.

Shall assist in servicing, operating and adjusting odorization and station heater equipment.

Shall use all tools and instruments required to carry out maintenance work on station equipment including overhaul of pressure control and limiting devices such as self-actuated type regulators, filters, scrubbers, meters, valves and odorization equipment.

Shall adjust pressure control equipment and operate stations manually as required.

Shall work in conjunction with Instrument Shop personnel and the Gas Load Control Centre if required.

Shall change pressure, temperature and flow recorder charts as directed and check stations to ensure that all pressure control devices are in good operating condition and left at the designated set points.

Shall check for and repair minor station piping leaks.

Shall relight heater pilots and burners, adjust heater thermostats and carry out other minor checks and adjustments on station heaters.

Shall assist in the operation and maintenance of portable and satellite L.N.G. facilities.

Shall relieve as a System Operations Technician when required, and if qualified.

Will carry out the duties of a Distribution Mechanic 2, when required except those that he may be unqualified to perform, such as welding.

Qualifications:

1. Must have Grade 12 education with Grade 11 Mathematics and Physics or equivalent.
2. Must have the ability to acquire a thorough understanding of the operating principles of gas pressure regulation, flow meters, pneumatic instrumentation.
3. Should have some experience in the operation and maintenance of gas metering and regulating stations.
4. Must complete courses of study in the basic principles of gas measurement and regulation, as requested by the Company.
5. Must have demonstrated an ability to evaluate and react appropriately to normal and/or emergency operating conditions.
6. Must be able to maintain good records and reports.
7. Must be able to carry out his duties with a minimum of supervision.
8. Must be capable of being trained to interpret engineering drawings, technical reports and operating manuals.
9. Must be in good physical condition.

TIE-IN TECHNICIAN

Shall deliver, place, tie-in, remove or replace residential, commercial and industrial meter sets on customers' premises.

Shall perform tie-in welds to connect meter sets to the gas distribution system and shall be certified for the prescribed Terasen, CSA approved oxy-fuel welding procedures.

Shall handle materials and use manual and power operated hand tools, drills, Hilti stud setters, pipe threaders, etc. Shall drive and operate forklifts and crane trucks when required in the course of his duties.

Shall work independently or under the direction of others depending on the nature and complexity of the job. Shall also direct the work of other employees assisting him.

When working on industrial meter sets with a System Operations Technician, or on non-industrial meter sets with either a System Operations Technician or a Utilization Technician, may assist in the purging, turn-on and gasification of metering equipment, connecting houselines and activating customers' gas appliances.

Qualifications

1. Demonstrated mechanical aptitude.
2. Demonstrated work leadership ability.
3. Demonstrated initiative and sense of responsibility.
4. The ability to work independently and with minimal direction.
5. Demonstrated safe work habits and efficient work history.

TRUCK DRIVER

Operates appropriate vehicles and equipment for the purpose of pick up and delivery of tools, equipment, materials and debris or spoil to and from the various worksites, muster points, and operations centres.

Required to load, unload and transport cargo in a safe and efficient manner.

Required to work alone or as part of a crew on worksite restoration such as repair of lawns and gardens, replacing concrete walkways, pavement repairs, fence or wall reconstruction and other related duties.

May be required to supervise the work of one or more employees.

Responsible for ensuring vehicle is clean and in safe operating condition.

Must be able to operate any vehicle which requires up to a Class 3 licence with air endorsement.

UTILITY ASSISTANT

A Utility Assistant shall carry out semi-skilled operations on construction and maintenance work such as pavement cutting, excavation, water jetting, backfill and clean-up, etc. Shall use small tapping machines and shall cut and prepare pipe for fitting or welding, carry out thermic welding, wrap and coat pipe and fittings; pump drips; change pressure recorder charts; change interruptible customer charts and visually check their meter sets for general conditions; housekeep station, locate and clear curb cocks, repair or replace sampling test insert points, carry out patrol of transmission and trunk lines; use a pipe locator to locate underground pipe; maintain rights of way markers, buildings and compounds and shall apply sterilants and pesticides and when required be the holder of a Provincial applicator's license.

A Utility Assistant shall carry out semi-skilled operations on Customer Service work such as simple piping reconnects, simple piping assemblies, setting of residential sized meters and the relight of residential type equipment under the general direction of a higher classification.

Shall handle materials and use simple manual and power operated hand tools, drills, Hilti stud setter, pipe threaders, etc.

Shall act as a helper and deliver material to the tradesman.

Shall drive a vehicle when required in the course of his duties.

Shall, upon qualifying to do so, operate forklifts and crane trucks and shall be paid such rates as provided for in the Agreement, while so acting.

When required by the company shall be certified for the prescribed B.C. Government Pressure Piping Gas Welding certificate.

A Utility Assistant shall paint barricade board, flasher stands, valve boxes, valve markers, and soft ditch and similar signs.

A Utility Assistant, when required to hold a welding certificate, shall be given welding training equivalent to that of a DM.

A Utility Assistant with a welding certificate shall be required to weld only when acting in a relief capacity.

(*) Deleted Ref. to 'Common Seniority' in 1989

UTILIZATION TECHNICIAN 1

Must be competent in a variety of skilled functions related to public safety, consumer relations and the welfare of Company property.

This shall include service to a wide range of gas burning equipment and associated control media.

Must exercise judgement under general terms of reference in carrying out remedial action and/or suspending service with proper follow-up action under codes and other requirements.

Must construct, test and certify piping installations, metering and gas pressure regulating equipment on the Company's behalf to strict standards and governmental codes.

Must carry out follow-up maintenance programs.

The Utilization Technician 1 shall be required to provide repair and adjust service to all equipment indigenous to the residential and commercial field up to a maximum of 816 Megajoules (750,000 BTU's) per hour input with a flame guard safety such as a thermocouple, thermobulb or a bimetal element, and up to a maximum of 422 Megajoules (400,000 BTU's) per hour input with spark or resistance igniters and associated controls.

Shall install and field-maintain gas measurement and pressure regulation equipment for delivery pressures not exceeding 14kPa (2 psi) fed from any distribution system and equipped with an AL1000 or equivalent, diaphragm meter and single pan, non-pilot-loaded regulators which may include a fixed or portable bypass.

Shall install houselines, recesses, relief stacks or vent lines for any volume or delivery pressure, except that actual turn-on will be done by a System Operations Technician where loads or pressures listed in this Job Description are exceeded.

Shall carry out a variety of tests related to gas utilization involving the testing for and measurement of O₂, CO₂ and other products and take such remedial action as is indicated.

Shall investigate, locate and categorize gas escape on an emergency basis on either the consumers' premises (regardless of appliance input) or the Company's system and take all necessary action to protect the public and eliminate hazard; and in the Fraser Valley Region shall carry out Industrial and Commercial trouble shooting to the limit of his abilities while he is on shift and coverage work.

Shall carry out a variety of other duties as required to assist other operational areas such as system pressure surveys, field work for Gas Supply Department, maintenance and operation of production plant, carry out surveys, installations and maintenance of all components of distribution system and gas burning equipment at remote Company installations and temporary Gas Group systems involved in the distribution of natural and other gases, act as a technician work leader for other distribution field personnel related to fitting, relighting or other work identified with his formal and technical qualifications; and handle emergency incidents such as fires, explosions, asphyxiations, unplanned outages and in so doing, take certain initiatives and also cooperate with fire, police and other authorities and other Company groups.

Shall be responsible for the operation of portable L.N.G. vapourization equipment including purging operations, liquid transfer, putting on and off line in a safe and efficient manner and for the overhaul of all mechanical components on such equipment.

In regard to consumer relations, shall offer current and potential customers technical and promotional advice on such matters as space heating, water heating, cooking, clothes drying, and the general heating and insulation requirements of their residence.

Shall be conversant with the relative advantages of natural gas for these uses.

Also acts as a technical work leader for other field personnel related to fitting, relighting or other work identified with his formal and technical qualifications.

The Utilization Technician 1 must have a valid Provincial Grade B Gas Fitter's license and one year's field experience in the Utilization Technician 2 classification.

UTILIZATION TECHNICIAN 2

Must be competent in a variety of skilled functions related to public safety, consumer relations and the welfare of Company property.

This shall include service to gas burning equipment and associated control media.

Must exercise judgement under general terms of reference in carrying out remedial action under codes and other requirements.

Must construct and test minor piping installations not requiring a gas fitter's license, or assist a Utilization Technician 1.

The Utilization Technician 2 shall be required to provide repair and adjustment service to all equipment indigenous to the residential and commercial field up to a maximum of 816 Megajoules (750,000 BTU's) per hour input with a flame guard safety such as a thermocouple, thermobulb or a bimetal element, and up to a maximum of 422 Megajoules (400,000 BTU's) per hour input with spark or resistance ignitors and associated controls except flue gas analysis tests.

Shall install and field-maintain gas measurement and pressure regulation equipment for delivery pressures not exceeding 14 kPa (2 psi) fed from any distribution system and equipped with an AL1000 or equivalent, diaphragm meter and single pan, non pilot-loaded regulators which may include a fixed or portable bypass.

Shall install houselines, recesses, relief stacks, or vent lines for any volume or delivery pressure except that actual turn-on will be done by a System Operations Technician where loads or pressures listed in this job description are exceeded.

In regard to consumer relations, shall offer current and potential customers technical and promotional advice on such matters as space heating, water heating, cooking, clothes drying, and the general heating and insulation requirements of their residence. Shall be conversant with the relative advantages of natural gas for these uses.

Shall investigate, locate and categorize gas escape on an emergency basis on either the consumers' premises (regardless of appliance input) or the Company's system and take all necessary action to protect the public and eliminate hazard.

Shall carry out a variety of other duties as required to assist other operational areas such as system pressure surveys, field work for Gas Supply Department and carry out surveys. Assist a Utilization Technician 1 or System Operations Technician.

The Utilization Technician 2 will automatically be promoted to Utilization Technician 1 upon attaining the Provincial Gas Fitter's License Grade B and upon completion of the twelve month period of probation for the Utilization Technician 2. Failure to obtain the Provincial Gas Fitter's License Grade B within the 12 month period shall result in the employee being returned to his previously-held classification.

YARD FOREMAN - (METRO)

The Yard Foreman shall direct the work of persons under his charge in such a manner that the work may be carried out safely, efficiently and expeditiously.

The Yard Foreman shall plan, organize, coordinate and direct yards work as directed by his manager or supervisor. This may include any and all facets of yards work required by the Metro Gas Distribution Department.

Areas of responsibility are to include any or all aspects of the Yard Operations.

The Yard Foreman shall liaise with and assist other areas and sections with labour and/or equipment and meet material handling needs as required.

The Yard Foreman will operate and do running maintenance on all types of support vehicles and equipment.

The Yard Foreman will train others as required, make all necessary written reports, prepare requisitions, sign for materials received and prepare time sheets for employees under his or her direction.

Is responsible for, and shall also perform the duties of the Recycling Mechanic.

Qualifications:

Must Have:

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.
2. Must have safe driving record and be able to pass the Company driving tests.
3. Mechanical aptitude.

4. Practical experience in the use of wheeled material handling equipment, mobile cranes, front end loaders, forklifts, dump trucks, etc. Must have experience in basic preventive maintenance of these units.
5. Demonstrated work leadership ability.
6. Demonstrated good written and oral communication.
7. Initiative and sense of responsibility.
8. The ability to work independently under general direction and maintain a high level of quality of performance.

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COMMERCIAL SALES AND SERVICE TECHNICIAN

An employee so classified shall be capable of testing, adjusting, servicing, conversion of and rendering advice on all types of equipment for all classes of customers in the area to which he is assigned, including commercial and industrial, and be capable of adjusting processing equipment and trouble-shoot flame scanning equipment.

Must be capable of performing the duties of a Senior Sales and Service Technician and a Sales and Service Technician.

1. Determines location and size of gas service lines and location of metering and regulating equipment.
2. Communicates with the Gas Safety Branch regarding requirements of the Gas Code.
3. Offers advice and recommendations to customers regarding energy requirements, equipment, and installation considerations.
4. Shall be capable of explaining the Company's promotional policies and finance plans.
5. Supports the Company's marketing program by prospecting and developing potential new customers and by assisting with the development and execution of promotional programs.

Qualifications

1. Must possess a valid B. C. Driver's Licence.
2. Must have a current Provincial Grade "A" Gas Fitter's Licence.
3. Must be able to interpret mechanical system engineered drawings as they relate to HVAC; equipment specifications and code regulations; as well as prepare internal reports as required.
4. Extensive knowledge and understanding of natural gas energy systems in the existing and new construction market sectors.
5. Must be familiar with energy heating and cooling calculations for the purpose of offering assistance in equipment sizing and selection.
6. Minimum 3 years HVAC experience with demonstrable sales and promotional skills in the commercial and light industrial market place.
7. Must possess the ability to communicate written or oral presentations to designers, architects, developers, contractors, engineers, and other important decision-makers with a high degree of skill.

Other Considerations

1. Be willing to travel extensively throughout the service area.
2. Be prepared to enter crawl spaces, boiler rooms, etc.

CREW LEADER

The Crew Leader is responsible, under the general direction of a manager or supervisor, for the effective scheduling, completion, and documentation of the work of a crew engaged in the construction, maintenance, and operation of the gas transmission and distribution systems.

The Crew Leader shall also do plastic fusion, thermic welding and oxyacetylene welding and shall use the tools and instruments required on gas distribution work such as pneumatic, hydraulic or gasoline operated paving breakers, rock drills, vertical test hole drills, horizontal earth augers, compaction equipment, etc.

The Crew Leader shall use line stopper and hot tap pressure control and line break equipment, electronic pipe and valve locators and combustible indicators of the hot wire or flame ionization types.

The Crew Leader shall install distribution pipe, fitting and related components, and carry out repairs and alterations to mains and services, assist in the construction, maintenance, and operation of gate and district regulator stations, and analyze gas samples in the field using an ethane detector or similar equipment.

The Crew Leader shall be responsible for making as-built reports of work done and complete reports pertaining to the crew's day-to-day work.

DEPENDENT CONTRACTOR METER READER

~~A person so classified shall read meters, record the reading and calculate consumption according to schedules and standards established by the Company. While reading meters, the Meter Reader shall observe the general condition of the Company's equipment, note any apparent problems and hazards and report them immediately. The Meter Reader shall be responsible for providing any vehicular transportation required, including proper licensing, insurance and, as well, any other licenses or permits required to carry on business as a Dependent Contractor Meter Reader.~~

ELECTRONIC CONTROL TECHNICIAN I

An employee so classified shall meet the qualifications and be capable of performing all of the duties of an Electronic Control Technician II. Shall work without supervision and be capable of supervising the work of other employees. Shall be capable of keeping abreast of new technology as it applies to the electronic, control, telemetry and compressor fields.

Shall be capable of performing the installation, activation, adjustment, maintenance, trouble shooting and repair of all equipment associated with these fields, owned by the Company.

In the event there is insufficient work as outlined above or more urgent work elsewhere, he may be temporarily scheduled for work for which he is qualified in other Departments.

ELECTRONIC CONTROL TECHNICIAN II

An employee so classified shall meet the qualifications and be capable of performing all of the duties of an Electronic Control Technician III. Shall be capable of working without direct supervision and through on-the-job training shall be capable of gaining the skills necessary to perform more skilled work in the electronic, control, telemetry, and compressor fields. Shall be capable of keeping abreast of changing technology as it pertains to these fields.

In the event there is insufficient work as outlined above or more urgent work elsewhere, he may be scheduled for other work for which he is qualified in other Departments of the Company.

In a headquarters where only one Electronic Control Technician position is posted, an Electronic Control Technician II, on completion of 24 months of satisfactory service as an Electronic Control Technician II, and subject to his demonstrated ability to perform the full range of duties of an Electronic Control Technician I,

will progress to the position of Electronic Control Technician I. Lack of exposure to specific equipment through no fault of the employee, will not adversely affect progression.

ELECTRONIC CONTROL TECHNICIAN III

An employee so classified shall have graduated from a recognized technical institute after completing a two year program in an appropriate technical field, or have equivalent training.

Shall be capable of learning the correct procedures for the installation, activation, adjustment, maintenance and repair of all pneumatic control and electronic control and telemetry equipment in use in the company's system. Shall be capable of keeping abreast of changing technology as it pertains to these fields.

Shall be capable of learning the correct operating and maintenance procedures for compressor units such as used for gas transmission and NGV.

Shall be capable of completing all necessary clerical work and records relative to his job. Shall be required to hold a valid B. C. Class 5 Driver's License.

In the event there is insufficient work as outlined above or more urgent work elsewhere, he may be scheduled for other work for which he is qualified in other Departments of the Company.

On completion of twelve (12) months satisfactory service he will automatically progress to the 12 months rate of pay. On completion of twenty-four (24) months of satisfactory service as an Electronic Control Technician III, and subject to his demonstrated ability to perform the full range of duties of an Electronic Control Technician II, he will automatically progress to the position of Electronic Control Technician II. Lack of exposure to specific equipment through no fault of the employee, will not adversely affect progression.

EQUIPMENT OPERATOR P

An employee so classified shall, with minimum supervision, perform the duties of an Equipment Operator 1 and, as required, those involving the operation and maintenance of the Company's pipeline equipment used for both routine construction and emergency situations involving pipeline facilities.

Without limiting the generality of the foregoing, the duties of an Equipment Operator P include:

1. Operating and maintaining any of the following equipment: combination hydraulically operated backhoe and front end loader (four wheel drive type included); trenching machines of all sizes; portable or permanently mounted cranes, truck tractor units; lowbed, highboy or pole trailers; crawler tractors; sidebooms, bending machines; air compressors and like machines.
2. Operating and maintaining the Company's high pressure drilling and stopple equipment. This includes, but is not limited to, equipment such as drilling machines, plugging or line stopping machines, sandwich valves and hydraulic pumps.
3. Reviewing and maintaining the inventory levels of various items required for the Company's high pressure drilling and stopping machines and recommending any necessary changes.
4. Directing the work of employees who are acting as helpers in drilling or stopping machine operations.

5. Ensuring the safekeeping and proper handling of all instruments, equipment and tools assigned to him; including that all is carried out as per Company standards.
6. Performing all duties of an Equipment Operator I.
7. Performing other duties as required.

Qualifications

1. Holder of a current Class 1 British Columbia Driver's License with air endorsement.
2. Demonstrated ability to install, operate and maintain high pressure drilling and stopping equipment (i.e. T.D. Williamson & Mueller equipment).
3. Demonstrated ability to operate all other equipment required by duties 1, 2 and 6.
4. Demonstrated ability to work independently, with minimal supervision.
5. Demonstrated ability to direct the activities of other employees that are acting as helpers.
6. Capable of lifting, carrying and placing heavy material, equipment and supplies as required.
7. Ability to communicate verbally, and in writing, clearly and concisely.
8. Knowledge of the Company standards and policies directly affecting the assigned duties.
9. Demonstrated mechanical aptitude to perform the duties of this position correctly and safely.

Additional Information

1. The incumbent must be willing to travel extensively and be away from home on business for extended periods of time.
2. The incumbent will be expected to schedule annual vacations, and other time off, so that it does not conflict with peak construction periods (see Article 16.05).

INSPECTOR

The minimum rate to be paid to any inspector will be that of a Crew Leader. In the event, however, that an employee is presently being paid a higher rate, then such employee will receive the rate of pay under which he is presently employed.

LABOURER

An employee so classified must hold a current B.C. Class 5 Driver's License. Shall perform unskilled work under supervision as assigned, such as excavation, traffic control and manual backfilling. Shall be trained to use tools and equipment to allow him to progress to the Utility Assistant classification after a probationary period of twelve (12) months.

LEAK SURVEY TECHNICIAN

An employee so classified must hold a current B.C. Class 5 Driver's License. Must be capable of carrying out routine leak surveys and operating pipe locators and combustible gas indicators of the hot wire or flame ionization type on distribution and transmission facilities and be capable of doing related minor maintenance work. Must be capable of working without direct supervision. May be required to operate light equipment and assist in the installation of distribution mains and services. Is not required to supervise the work of other employees when assisting in the installation of mains and services. May perform plastic fusion under the direction of a Crew Leader.

OPERATIONS TECHNICIAN

Duties and Responsibilities:

1. Performs valve operations, maintenance and repair on all valves including station valves and heaters.
2. Maintains and repairs buried and above-ground valves in D.P./I.P./T.P. piping; patrol and leak survey T.P. and I.P. piping systems; maintains transmission line right-of-way (e.g. slashing/clearing, marker posts); and perform cathodic and transmission/distribution rectifier readings.
3. Measures and fills odorant at all types of odorant facilities used by Terasen; operates odorant transfer systems and equipment and provides ongoing maintenance of safety equipment (e.g. eyewash stations, fire extinguishers, breathing air apparatus, spill kits).
4. Accurately documents problems found by using as built drawings and pipeline mosaics; completes all paper work on jobs being performed.
5. directs employees working as part of a crew.
6. Drills out, stops off and completes pressure control fittings as required.

Qualifications:

1. Valid Class 1 Driver's License with air brake ticket, if required.
2. Ability to obtain Transportation of Dangerous Goods Certificate.
3. Ability to use applicable tools, equipment and instruments.
4. Ability to understand and operate odorizing systems used by Terasen (Wick/Bypass/Injection).
5. Ability to learn transferring and measuring procedures related to odorant work.
6. Ability to plan and direct the work of others in a safe, efficient, expeditious manner and the ability to provide technical training and work leadership.
7. Demonstrated ability to exercise judgment, act on own initiative and work independently maintaining a high level and quality of performance.
8. Ability to prepare summaries, reports and complete work orders, etc., quickly and accurately.
9. Demonstrated ability to communicate effectively in person and by radio.
10. Ability to understand, follow and retain verbal and written instructions.
11. Demonstrated safe work habits and adherence to safety regulations.
12. General good health, and adequate physical strength, agility and dexterity to perform duties in remote and isolated areas for extended periods. Exposed to extreme weather conditions and wildlife.

PRESSURE AND MEASUREMENT TECHNICIAN 1

Merged in 1999 with Pressure and Measurement Technician 2 & 3, Industrial Technician and Station Mechanic 1. See System Operations Apprentice/Technician - Article 36.06.3

PRESSURE AND MEASUREMENT TECHNICIAN 2

Merged in 1999 with Pressure and Measurement Technician 1 & 3, Industrial Technician and Station Mechanic 1. See System Operations Apprentice/Technician - Article 36.06.3

PRESSURE AND MEASUREMENT TECHNICIAN 3

Merged in 1999 with Pressure and Measurement Technician 1 & 2, Industrial Technician and Station Mechanic 1. See System Operations Apprentice/Technician - Article 36.06.3

SALES AND SERVICE TECHNICIAN

A Sales and Service Technician must be competent in a variety of skilled functions related to public safety, consumer relations and the welfare of Company property.

The SST investigates, locates and categorizes gas escape on the customer's premises or the distribution system, and takes all necessary action to protect public safety and eliminate hazard.

In regard to consumer relations, the Sales and Service Technician shall offer current and potential customers technical and promotional advice on such matters as their heating, water heating, cooking, clothes drying, the general heating requirements and insulation of their residence. Shall be conversant with the relative advantages of natural gas for the above mentioned uses.

The SST performs more routine aspects of gas fitting work in installing regulators, gas appliances and meters and be capable of learning the duties of Senior Sales and Service Technician.

Shall read meters.

Must be a holder of a current Provincial Class B Gas Fitter's License.

SALES AND SERVICE TECHNICIAN 3

An employee so classified shall be capable of performing the duties of a Utility Assistant and must be capable of obtaining his Provincial Class B Gas Fitter's License. Shall perform his duties under the direction of a ticketed Sales and Service Technician but is not limited to carrying out only work assignments that he is qualified to handle. Shall be required to perform the routine aspects of gas fitting work in installing regulators, gas appliances and meters. Shall read meters.

A bulletined Sales and Service Technician 3, upon obtaining his ticket and completing twelve (12) months as a Sales and Service Technician 3, shall automatically progress to a Sales and Service Technician. A bulletined Sales and Service Technician 3 who does not obtain his ticket within twenty-four (24) months of his appointment will normally revert back to his old job in accordance with the seniority provisions of the Agreement. The Company will give consideration to extending the time limit if the employee has otherwise made satisfactory progress.

For the first twelve (12) months, a Sales and Service Technician 3 will receive the same pay as a Utility Assistant. Subject to the company being satisfied that the incumbent is making satisfactory progress towards obtaining the applicable gas ticket, the incumbent's rate of pay would, at the beginning of the thirteenth (13th) month, be increased to Sales and Service Technician 3 (12 months) rate of pay.

SENIOR SALES AND SERVICE TECHNICIAN

The Senior Sales and Service Technician must qualify for all lower classifications in Sales & Service, and be able to perform all duties associated with those qualifications without supervision.

The Senior Technician is the day-to-day work leader for one or more distribution field personnel engaged in all work identified with the sales and service function. As such, the Senior Technician is responsible, under the general direction of a manager or supervisor branch manager, for orientation and training, for effective scheduling, for on-the-job direction, for all related documentation, and for reporting to the supervisor/manager. The Senior Technician must be able to carry out the duties of this classification under only general direction and with a minimum of supervision, and must be able to relieve a branch manager when so assigned.

The Senior Technician must be able to service the full range of gas burning equipment and associated control media in the residential and commercial fields; exercise judgement under general terms of reference in carrying out remedial action and/or suspending service with proper follow-up action under codes and other requirements; construct, test and certify piping installation metering and gas pressure regulating equipment to Terasen standards and government codes; and carry out follow-up maintenance programs.

The Senior Technician offers current and potential customer technical and promotional advice on all matters relating to their requirements, including matters of utilization (such as efficiency, conservation and insulation), and participates in the company's merchandise sales program.

The Senior Technician must be able to repair, adjust and service all equipment in the residential and commercial fields to the full extent of the B ticket; maintain in-the-field gas measurement and pressure regulating equipment; carry out a variety of tests related to gas utilization involving the testing for and measurement of oxygen and carbon dioxide and other products and take remedial action as required; carry out a variety of duties in support of other departments (e.g. system pressure surveys, marketing programs, etc.); act as a technical resource for other distribution field personnel related to fitting, relighting and other Sales & Service work; and take responsibility for directing response to major emergency incidents such as fires, explosions, asphyxiation, and unplanned outages, and in so doing take all necessary initiatives, including direction of fire police and other authorities, as well as other Terasen personnel.

This classification requires a high degree of technical organizational leadership and communication skills. It is filled by appointment by the Company based on ability and seniority.

UTILITY ASSISTANT

A Utility Assistant shall carry out semi-skilled operations on construction and maintenance work, such as pavement cutting, excavation, water jetting, backfill and cleanup, etc. Shall use small tapping machines and shall cut and prepare pipe for fittings, pump drips, change recorder charts, housekeep stations, locate and clear curb cocks, repair or replace sampling test, insert points, carry out patrol of transmission and intermediate pressure lines, maintain rights-of-way markers, buildings and compounds and shall apply sterilants and pesticides and when required be the holder of a Provincial Applicator's License.

A Utility Assistant shall carry out semi-skilled operations on customer service work such as simple piping reconnects, simple piping assemblies, setting of residential sized meters and relight of residential type equipment under general direction of a higher classification. Shall handle materials and use simple manual and power operated hand tools, drills, hilti stud setter, pipe threaders, and shall read meters.

Shall act as helper to a tradesman. Shall hold a valid B.C. Class 5 Driver's License and drive a vehicle when required in the course of his duties. Shall, upon qualifying to do so, operate forklifts and crane trucks and shall be paid such rates as provided in the Agreement, while so acting. The Utility Assistant classification will be a Construction position.

Job classifications of Pressure and Measurement Technician 3 and Measurement Mechanic will be similar to Utility Assistant but they will be required through training to use the tools, instruments and equipment to become proficient in their jobs so that they can progress to the next step up in their job stream, e.g. Measurement Mechanic and Pressure and Measurement Technician 2.

For clarification purposes, it is understood that a Utility Assistant with a ticket, in the O & C would not automatically progress to Sales and Service Technician.

WELDER 1

A Welder 1 shall perform all operations in the shop necessary to fabricate (using gas metal arc, manual arc or gas welding), pressure piping and vessel systems used on gas transmission and distribution networks. This will include interpretation of engineering drawings, spool sheets, etc., laying out of the job, fit up and welding preparations of all components and the pressure testing of completed assemblies and sub-assemblies to determine weld and joint integrity. It will also include the fabrication of non-pressure components and installation of pressure controlling devices, their associated instrumentation and control lines in prefabricated regulator vaults or similar assemblies. In the field shall do pipe line welding including hot tap welds, fire welds and leak repair welds on lines operating up to and including transmission line pressures. Shall be required to hold a minimum B welding qualifications registered in his/her log book; registered with the Boiler and Pressure Vessels Branch of B. C.; and must be able to obtain Company oxy-acetylene welding ticket. Will be responsible for running a crew for the installation and maintenance of transmission and distribution mains and services, regulator and meter sets. Will be responsible for making as-built drawings and completing the routine reports called for in his day-to-day work.

May be required to operate high pressure tapping and stopping equipment, propane plants, and mainline compressors, and carry out routine operating and maintenance duties in gate stations. Shall be responsible to the designated Manager or Supervisor for the operation of a town distribution system.

Shall direct and carry out appropriate actions during emergency incidents involving the escape of gas where potential hazard to persons or property exists.

This employee will act as a crew leader as required, as well as carry out welding functions with the crew.

36.06.3 **MERGED JOB DESCRIPTION INDEX**

PAGE (REVISE)

ADD JOB DESCRIPTIONS per Adjustment Plan paragraph 28.

Building Operations and Maintenance Leader

Compression & Controls Technician

Distribution Mechanic/Excavator

(See LOU #56)

Distribution and Service Technician

(See LOU #62)

Equipment Operator I 105
(MERGED WITH MACHINE OPERATOR 1)

Equipment Operator II 105
(MERGED WITH MACHINE OPERATOR 2)

Equipment Operator/Distribution Mechanic

(See LOU #56)

Instructor 105

Material Handler 106
(REPLACES STOREMAN AND SHIPPER RECEIVER - MACHINE SHOP)

Materials Leader – Central Warehouse

Materials Shipper/Receiver 106
(REPLACES MATERIALS RECEIVER and SENIOR STOREMAN)

Materials Truck Driver 106
(REPLACES STORES TRUCK DRIVER)

Measurement Mechanic 107
(MERGED WITH METER REPAIRMAN 1, 2 AND 3)

Measurement Shop Leader 108
(REPLACES MECHANICAL FOREMAN (MEASUREMENT SHOP))

Measurement Technician 109
(REPLACES SENIOR MEASUREMENT MECHANIC AND SENIOR METER REPAIRMAN)

Senior Material Handler 109
(REPLACES WAREHOUSEMAN)

Stores Leader
(REPLACES STORES FOREMAN AND MATERIAL & EQUIPMENT MAN))

System Operations Apprentice 1 and 2 110
(REPLACES INDUSTRIAL TECHNICIAN, STATION MECHANIC 1 AND PRESSURE AND MEASUREMENT TECHNICIAN 1, 2 AND 3)

System Operations Technician 111
(REPLACES INDUSTRIAL TECHNICIAN, STATION MECHANIC 1 AND PRESSURE AND MEASUREMENT TECHNICIAN 1, 2 AND 3)

BUILDING OPERATIONS AND MAINTENANCE LEADER

02/05/03

1. Ensures the efficient operation and maintenance of company buildings by performing all duties required for this purpose, or as assigned by the manager or supervisor.
2. Directs the work of the employees and contractors under his/her charge in such a manner that the work may be carried out safely, efficiently and expeditiously.
3. Gives technical direction and leadership to Company and contract trades and other categories involved in any aspect of inspection, maintenance and operations of company buildings, their utilities and grounds.

4. Schedules and assigns work related to the operation and maintenance of company buildings, their utilities and grounds including establishing work priorities.
5. Assists in the development, implementation, and instruction of training programs.
6. Applies the related Federal and Provincial Government Code requirements as well as Terasen Policies and Standards as they relate to the operation and maintenance of company buildings.
7. Ensures that heating, air conditioning and ventilation equipment, water, gas, electricity, sewage, drainage, security systems, fire alarm and fire sprinkler systems, interior and exterior finishing etc., are functioning optimally.
8. Inspects the work of employees and contractors maintaining, modifying and overhauling buildings and utilities in order to ensure that work is completed to company standards.
9. Works with tools and carries out maintenance and modification to buildings and their utilities of a general nature other than where prohibited by codes.
10. Completes all inspection reports and other documents required by the position.

Qualifications:

Must Have:

1. Completion of:
 - BOMI SMA (Systems Maintenance Administrator) program, or equivalent, or,
 - Recognized TQ/SMT (Trade Qualification/System Maintenance Technician) plus the following three BOMI SMA courses (or three directly related, equivalent courses from a recognized post-secondary educational institute):
 - Building Design and Maintenance
 - Administration
 - Environmental Health and Safety Issues
2. Minimum of five years directly related relevant building maintenance experience including 2 years as a Shop Mechanic 1 or related equivalent.
3. Demonstrated leadership and decision making capabilities and ability to work effectively with a minimum of supervision.
4. Demonstrated ability to communicate verbally, and in writing, clearly and concisely.
5. Intermediate understanding of Preventative Maintenance Programs.
6. Demonstrated ability to plan, organize, train and monitor the work of employees under their direction.
7. Demonstrated ability to effectively analyze system problems, prepare written reports and keep accurate records.
8. Intermediate understanding of systems used to maintain and operate company buildings, utilities and grounds.
9. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have class 5 drivers licenses and a safe driving record.

COMPRESSION & CONTROLS TECHNICIAN

Duties & Responsibilities*:

1. Shall perform all duties associated with transmission compressor stations and control, SCADA, and electronic measurement facilities including, but not limited to, the following; the installation, programming, activation, trouble shooting, operation and maintenance of mechanical, pneumatic, hydraulic, electrical, electronic, control and computer equipment.
2. Shall ensure that the predictive analysis and preventative maintenance schedules are developed and maintained.

3. Shall provide comprehensive documentation of construction, inspection, commissioning, operation and maintenance work.
4. Shall provide supervision to other employees and contractors as it relates to compression and control activities.
5. Shall ensure efficient operation of the workgroup, including work group planning and scheduling as it relates to these duties and responsibilities.
6. Shall keep abreast of changing technology as it relates to the "Duties and Responsibilities".
7. In the event there is insufficient work as outlined above or more urgent work elsewhere, s/he may be temporarily scheduled for work for which s/he is qualified in other departments.

Progression:

On completion of satisfactory service and subject to demonstrated ability and competency to perform the full range of duties at each level of a CCT, progression will be as follows:

CCT 4 – After two years of service as a CCT 4 will progress to a CCT 3.

CCT 3 – After two years of service as a CCT 3 will progress to a CCT 2.

CCT 2 - After one year of service as a CCT 2 will progress to a CCT 1.

CCT 1 – End Classification.

1. Demonstrated ability is the ability of the employee to progressively perform all aspects of the work identified within the CCT job description.
2. Appropriate competency requirements for progression are being developed as part of the CCT training profile. The training profile will be adjusted subject to changing competency requirements.
3. An employee shall not be denied progression due to lack of training or exposure to equipment, which is not attributable to the employee.

Implementation

Effective Monday, December 4, 2000:

1. All ten incumbent ECTs associated with compression and controls will be reclassified to CCT1. They are: Dale Babb, Troyce Beglaw, Stuart Bolland, Mark Cerina, Nelson Cobra, Wes Dann, Allen Dermody, Jim Howe, Barry Kleven, and Ed Rilkoff.
2. For purposes of this reclassification only, and without prejudice to any future issue involving these or other employees, or any other reclassification or reorganization, each of these ten named employees is deemed presently qualified as a CCT1, even though all do not meet all of the formal qualifications.
3. For purpose of this reclassification only, and without prejudice to any future issue involving these or other employees, or any other reclassification or reorganization, those employees who are already at the ECT1 classification (namely: Dale Babb, Troyce Beglaw, Mark Cerina, Allen Dermody, and Barry Kleven) will continue to receive the ECT1 rate of pay until the CCT1 rate surpasses the ECT1 rate, at which time they will receive the CCT1 rate of pay (they are being red circled).
4. Those employees currently at the ECT2 classification (namely: Stuart Bolland, Nelson Cobra, Wes Dann, Jim Howe, and Ed Rilkoff) will be paid the CCT1 rate effective Monday, December 4, 2000.
5. Each employee's classification seniority as a CCT shall be the date of his reclassification or selection to the CCT classification (December 4, 2000 for the ten employees being reclassified).

DISTRIBUTION MECHANIC/EXCAVATOR (DMX)

(See LOU #56)

The DMX will function as a DM/A in every respect, and in addition will operate various excavation equipment such as Bobcats, mini-excavators and mini-backhoes, and other equipment of similar or lesser complexity. Equipment such as “walk-along-plows” and “vac-trucks” are not considered excavation equipment in this context and will therefore be operated by DM/A’s as well as DMX’s.

The DMX will be treated as a unique classification (e.g. for purposes of headquarter selection) but with common classification seniority with the DM. Employees bumping a DMX based on DM classification seniority must be able to operate the excavation equipment in a productive, safe and competent manner with a reasonable amount of appropriate training. If the bumping employee cannot meet this standard s/he must bump a regular DM.

DISTRIBUTION & SERVICE TECHNICIAN

(See LOU #62)

The company and the Union have agreed to introduce the new classification of Distribution and Service Technician. At this time, this classification is to be utilized in 100 Mile House and Fort Nelson only. Should the company decide to expand this classification into other headquarters, it shall do so only after consultation with the union.

The Distribution and Service Technician will function as a Sales and Service Technician or Crew Leader in every respect and, in addition, may operate excavation equipment if trained to do so.

The Distribution and Service Technician will be a separate classification with separate classification seniority. A DST does not establish classification seniority as an SAST or a Crew Leader by virtue of being awarded this classification.

EQUIPMENT OPERATOR I

(Merged with Machine Operator 1 in 1991)

An Equipment Operator 1 shall operate and provide running maintenance on any of the following or similar equipment: backhoes, front-end loaders, trenching machines, portable cranes, crawler tractors, side booms, direct bury plowing machines or any equipment which requires up to a Class 1 Driver's License (with air endorsement).

May be assigned responsibility for the operation, maintenance, and housekeeping of the pipe yard, as well as all administrative duties required of that function, and will receive a 3% increase to his hourly rate for this responsibility.

EQUIPMENT OPERATOR II

(Merged with Machine Operator II in 1991)

An employee so classified shall operate and provide running maintenance on the following equipment: compressors, power operated barholing units, front-end loaders, forklifts, or any other small equipment they may be required to operate.

In the Interior employees so classified shall be capable of learning the correct procedures for operating and maintaining heavy and light equipment. On completion of 6 months cumulative service as an Equipment Operator 2 and obtaining a Class 1 Driver's License (with air endorsement) they will qualify for the Equipment Operator 1 rate of pay when assigned to work as an Equipment Operator 1.

EQUIPMENT OPERATOR/DISTRIBUTION MECHANIC (EODM)

(See LOU #56)

The EODM will function as a DM or DMX in every respect, and in addition will operate equipment associated with the EO1 classification and other equipment of similar or lesser complexity.

In the Interior, EO1's will be promoted to EODM subject to their ability to perform all of the duties of the DMX in a productive, safe and competent manner with a reasonable amount of appropriate training. EODM will be a separate classification with separate classification seniority.

INSTRUCTOR

1. Develops and presents training courses and other presentation material for use inside and outside the Company.
2. Instructs and trains individuals or groups in the classroom or on the job in all aspects of gas system construction, operation and maintenance, including:
 - (a) Analytical skills, trouble shooting and problem-solving diagnosis.
 - (b) Applicable Provincial and Federal Codes and Regulations, internal policies and current standards.
 - (c) Customer and public relations techniques.
 - (d) Principles of leadership, organization and administration.
 - (e) Safety practices and procedures.
4. May be required to investigate emergency or hazardous situations and submit reports on causes and recommended remedial action.

MATERIAL HANDLER

(Replaces Storeman and Shipper Receiver - Machine Shop)

Receives, unloads, inspects, records, stores, issues, loads, and ships equipment and materials as required or assigned.

Takes inventory; performs housekeeping duties; minor maintenance, repairs and assembly; operates material handling equipment; and performs administrative duties as required or assigned.

May be required to contact suppliers.

MATERIALS LEADER – CENTRAL WAREHOSE

The Materials Leader is responsible for a number of administrative duties associated with the operation of the Central Warehouse and Inter-regional Distribution System, and ensures the efficient operation of the Central Warehouse by performing all duties required for this purpose or assigned by the Materials Supervisor, including:

1. Training and directing the work of Material Receivers, Material Handlers, Material Truck Drivers, and others as required or assigned;
2. Maintaining an adequate workforce by reviewing staff requirements and time off requests, and making recommendations to the Materials supervisor;
3. Scheduling and rescheduling work in response to rapidly changing workload, and prioritizing receipt and delivery of goods in response to critical requirements;
4. Acting as liaison between the Central Warehouse and Purchasing, Accounts Payable, Regional warehouses, and other departments as required or assigned;
5. Providing procedural expertise with regard to the inventory control system and material acquisition requirements to all client groups throughout the distribution system;
6. Monitoring and maintaining control or receipts of manufactured stock;
7. Coordinating inventory checks, counts, and controls as required or assigned by the Material Supervisor;
8. Maintaining source document files, e.g. Purchase orders, receipts, return to vendor, etc.

MATERIALS SHIPPER/RECEIVER

(Replaces Materials Receiver and Senior Storeman)

Coordinates and performs all duties associated with the receiving and shipping function of the Company's central warehouse.

May be required to perform the duties of a Material Handler.

MATERIALS TRUCK DRIVER

(Replaces Stores Truck Driver)

Loads, unloads, and transports materials and equipment in a safe and efficient manner.

Utilizes and operates all material and equipment required in the performance of the job.

Takes inventory, fills orders when assigned and performs administrative duties required of the job.

Is responsible for good housekeeping, stocking and safekeeping of all materials and equipment in compounds and stores, and on stores trucks.

Operates any vehicle which requires up to a Class 3 licence with air endorsement.

MEASUREMENT MECHANIC

(Merged with Meter Repairman 1, 2 and 3)

Preamble:

The company and the union have agreed to address a unique situation in the Measurement Shops by establishing this classification to encompass the Measurement Mechanic 1 and Measurement Mechanic 2 job classifications. Incumbents will learn the principles and practices of gas measurement and regulation, and the skills and techniques required to perform the duties of the job, by training and hands-on experience over a 30-month period.

The job posted will be that of Measurement Mechanic, and applicants will be considered in the following order:

1. Those who meet the required qualifications and are judged immediately able to satisfactorily perform all of the duties of the Measurement Mechanic job description. Any such applicants hired will receive the Measurement Mechanic 1 rate of pay;
2. Those who meet the required qualifications and are judged immediately able to satisfactorily perform all of the duties associated with the Measurement Mechanic 2 rate of pay;
3. All other applicants who meet the required qualifications.

In instances where departmental requirements are such that skilled applicants are required, selection may be based only on criteria #1, or criteria #1 or #2, and the job bulletin will state such requirement.

During the first 18 months on the job, incumbents will be paid at the Shop Assistant rate of pay and their work will be under the general direction of a Measurement Mechanic 1, or higher classification. Subject to satisfactory completion of the required training, and demonstrated ability to perform at least those duties associated with domestic and small commercial regulators and meters up to and including the 28 cu.m/h (1,000) series (including assembly of sub-assemblies), booking in meters, and duties of lesser skill, incumbents will progress to the Measurement Mechanic 2 rate of pay after 18 months of service in the classification.

Subject to satisfactory completion of any further training, and demonstrated ability to perform all aspects of the Measurement Mechanic job without direct supervision, incumbents will progress to the Measurement Mechanic 1 rate of pay after 12 months of service at the Measurement Mechanic 2 rate of pay, at which time they will be expected to take responsibility for all duties associated with the Measurement Mechanic job description.

Exceptions: Shop Assistants who have held a regular, bulletined position in the Measurement Shop for at least 12 months immediately prior to selection will progress to Measurement Mechanic 2 rate after 12 months in the Measurement Mechanic classification.

Applicants from a classification equal to or higher than Measurement Mechanic 2 on the wage schedule, will be paid at Measurement Mechanic 2 rate for 24 months before progressing to Measurement Mechanic 1 rate.

Acceleration to the MM2 rate may also be possible for an applicant judged to have relevant and related mechanical or measurement experience. Typically, related mechanical experience could reduce the time for progression to MM2 rate to 12 months, and related measurement experience could reduce the time of progression to 6 months.

Job Description:

Subject to the terms of the preamble during the incumbent's training phase, the Measurement Mechanic will perform all of the following duties without direct supervision, as well as all other duties associated with the operation of the Measurement Shop which are of an equal or lesser skill level as the duties listed:

1. Repair, adjust, prove, maintain and issue all classes of meters, auxiliary devices and regulators;
2. Understand and operate all measurement apparatus used to maintain metering and regulation devices;
3. Analyze all data derived from proof and other tests, and make proper determination as to type and scope of repairs and adjustments so as to ensure continued accurate performance with due regard to repair cost controls;
4. Adhere to all requirements for the shop Quality Assurance program;
5. Assemble metering and regulation sub-assemblies;
6. Accurately and neatly complete all documentation;

7. Assist the Measurement Technician and the Measurement Shop Leader as required, with duties of equal or lesser skill than those required of a Measurement Mechanic.
8. As a fully training incumbent, provide assistance in training those who are still in the training phase of the classification.

MEASUREMENT SHOP LEADER

(Replaces Mechanical Foreman (Measurement Shop))

Performs all of the duties associated with the operation of the Coastal or Interior Measurement Shop.

Directs and trains Measurement Mechanics and other classifications as required or assigned.

Ensures the efficient operation of the Measurement Shop by performing all of the duties required for this purpose, or assigned by the Supervisor or Manager.

Acts as liaison between the Measurement Shop and other company departments as required.

Assists the Manager or Supervisor in the development of long-term strategies for the Measurement Shop.

MEASUREMENT TECHNICIAN

(Replaces Senior Measurement Mechanic and Senior Meter Repairman)

Performs all of the duties of the Measurement Mechanic classifications, including the repair and maintenance of auxiliary devices and measurement devices.

Provides work leadership and training to the Measurement Mechanics and other classifications as required or assigned.

Carries out duties related to the Quality Control and Quality Assurance functions required for Shop Accreditation.

Installs, operates and maintains all test and proving equipment associated with computerized facilities, and meter and regulator operation.

Assists the Measurement Shop Leader as required.

SENIOR MATERIAL HANDLER

(Replaces Warehouseman)

Performs all of the duties associated with the operation of a warehouse and its delivery system.

Directs other employees who may be assigned to the warehouse.

Is responsible for taking inventory, and performing all administrative duties required by the job.

STORES LEADER

(Replaces Stores Foreman and Material & Equipment Man)

Performs all of the duties associated with the operation of the stores and delivery system.

Trains and directs the work of Material Handlers and others as required or assigned.

Ensures the efficient operation of the stores by performing all duties required for this purpose, or assigned by the manager or supervisor.

Acts as liaison between stores and other company departments as required or assigned.

SYSTEM OPERATIONS APPRENTICE AND SYSTEM OPERATIONS TECHNICIAN-18

(Replaces Industrial Technician, Station Mechanic 1 and Pressure & Measurement Technician 1, 2 and 3)

A System Operations Apprentice shall be trained in all job skills identified within the System Operations Technician job description, and shall progressively perform all aspects of this work without supervision as stipulated by the System Operations Apprentice Program.

Technical Qualifications:

Must Have:

- Possession of a valid Provincial Class B Gasfitter's License
- Grade 12 education with math 12 and Physics 12, or equivalent
- Post secondary training in pneumatic and electronic process instrumentation, equivalent to 6 units of the BCIT Electrical and Electronic Technology curriculum or another equivalent, recognized post secondary curriculum;

OR

- Possession of a valid Provincial Class A Gasfitter's License
- Post secondary training in pneumatic and electronic process instrumentation, equivalent to 6 units of the BCIT Electrical and Electronic Technology curriculum or another equivalent, recognized post secondary curriculum;

OR

- A Technologist Diploma in Instrumentation or a field related to the natural gas industry.

Progression:

After a total of thirty-six months satisfactory performance, and subject to demonstrated ability to perform all core competency job skills identified in the System Operations Apprentice Dacum job profile, and subject to possession of a valid Provincial Class A Gasfitter's License or, in the case of an apprentice with a Technologist Diploma have successfully passed the exam of the Provincial Class A Gasfitter's License program, a System Operations Apprentice shall progress to System Operations Technician.

Progression to the 18-month rate is also subject to meeting the appropriate competency requirements which are being developed as part of the SOA Program.

An employee shall not be denied progression due to lack of internal training opportunities which are not attributable to the employee.

SYSTEM OPERATIONS TECHNICIAN (SOT)

(Replaces Industrial Technician, Station Mechanic 1 and Pressure & Measurement Technician 1, 2 and 3)

A System Operations Technician shall, without direct supervision:

- install, activate, maintain and repair all equipment used in flow control/gate/regulation/ valve and customer metering stations, including but not limited to pressure control, measurement, telemetry and odorant systems; and all classes of gas utilization equipment, including satellite propane and LNG facilities, and NGV compressor and dispenser systems.
- operate mobile LNG transport and vaporization systems.
- direct the work of others, who are acting as helpers or providing support services on job sites.
- perform other duties of a similar or lesser complexity as required.

Technical Qualifications:

Must successfully complete the System Operations Apprentice program, and possess a valid Provincial Class A Gasfitter's License, or in the case of an employee with a Diploma of Technology, have successfully passed the exam of the Provincial Class A Gasfitter's License program.

37. WAGE SCHEDULE

37.01 The basic rate for all employees shall be hourly, unless otherwise mutually agreed.

37.02 An employee shall be paid the rate for the job which he is doing on an hourly basis, except that where an employee puts in four or more hours in a day on a higher-paid job, he shall be paid eight hours (or for all time worked if less than eight hours is worked in a day) at the rate for the higher-paid category, excluding bonus payments.

37.03 Deleted in 1994

IBEW WAGE SCHEDULE

CLASSIFICATION	2% 2001 Apr 1		1% 2002 Apr 1		3% 2003 Apr 1		3% 2004 Apr 1		3% 2005 Apr 1	
	Coastal	Interior*	<u>Coastal</u>	<u>Interior*</u>	<u>Coastal</u>	<u>Interior*</u>	<u>Coastal</u>	<u>Interior*</u>	<u>Coastal</u>	<u>Interior*</u>
*Rate for 1st 7.5 hours										
Materials Leader – Central Stores Measurement Shop Leader Mechanical Foreman/Shop Leader	28.58	30.49	<u>28.87</u>	<u>30.80</u>	<u>29.74</u>	<u>31.73</u>	<u>30.63</u>	<u>32.68</u>	<u>31.55</u>	<u>33.66</u>
<u>Building Operations & Maintenance Leader;</u> <u>Compression & Controls Technician 1;</u> Instructor; LNG Plant Operator 1	28.03	29.91	<u>28.31</u>	<u>30.21</u>	<u>29.16</u>	<u>31.11</u>	<u>30.03</u>	<u>32.04</u>	<u>30.93</u>	<u>33.00</u>
Commercial Sales & Service Technician Electrician; Electronic Control Technician 1; Fitter Welder 1; System Operations Technician; Welder 1	27.13	28.95	<u>27.40</u>	<u>29.24</u>	<u>28.22</u>	<u>30.11</u>	<u>29.07</u>	<u>31.02</u>	<u>29.94</u>	<u>31.95</u>
Electronic Control Technician 2 Fitter Welder 2; LNG Plant Operator 2; Machinist; Measurement Technician; Senior Sales and Service Technician; Senior Shop Mechanic; System Operations Technician 18	25.91	27.65	<u>26.17</u>	<u>27.92</u>	<u>26.96</u>	<u>28.77</u>	<u>27.77</u>	<u>29.63</u>	<u>28.60</u>	<u>30.52</u>
<u>Compression & Controls Technician 2</u>	<u>25.23</u>	<u>26.92</u>	<u>25.48</u>	<u>27.19</u>	<u>26.24</u>	<u>28.00</u>	<u>27.03</u>	<u>28.84</u>	<u>27.84</u>	<u>29.71</u>
Crew Leader Distribution Mechanic 1; <u>Distribution &</u> <u>Service Technician</u> ; Equipment Operator "P"; Measurement Mechanic 1; Operations Technician; Sales and Service Technician; Shop Mechanic 1; Stores Leader; Tie-In Technician; Utilization Technician 1 Yard Foreman	24.93	26.60	<u>25.18</u>	<u>26.87</u>	<u>25.94</u>	<u>27.68</u>	<u>26.72</u>	<u>28.51</u>	<u>27.52</u>	<u>29.36</u>

2%
2001
Apr 1

1%
2002
Apr 1

3%
2003
Apr 1

3%
2004
Apr 1

3%
2005
Apr 1

Painter Paving Foreman; Senior Material Handler; Station Mechanic 2; System Operations Apprentice	24.36	25.99	<u>24.60</u>	<u>26.25</u>	<u>25.34</u>	<u>27.04</u>	<u>26.10</u>	<u>27.85</u>	<u>26.88</u>	<u>28.68</u>
<u>Compression & Controls Technician 3</u>	<u>23.83</u>	<u>25.42</u>	<u>24.06</u>	<u>25.68</u>	<u>24.78</u>	<u>26.44</u>	<u>25.53</u>	<u>27.23</u>	<u>26.29</u>	<u>28.05</u>
<u>Equipment Operator/Distribution Mechanic (EODM)</u>	23.80	25.39	<u>24.04</u>	<u>25.65</u>	<u>24.76</u>	<u>26.42</u>	<u>25.50</u>	<u>27.21</u>	<u>26.27</u>	<u>28.03</u>
<u>Distribution Mechanic/Excavator (DMX)</u>	23.34	24.90	<u>23.57</u>	<u>25.15</u>	<u>24.28</u>	<u>25.91</u>	<u>25.01</u>	<u>26.69</u>	<u>25.76</u>	<u>27.49</u>
Distribution Mechanic 2 Electronic Control Technician 3; Equipment Operator 1; Fitter Welder 3; Leak Survey Technician; Materials Shipper/Receiver; Measurement Mechanic 2 (18 mos); Recycling Mechanic; Sales & Service Techn 3 (12 mos); Shop Mechanic 2; Utilization Technician 2	22.88	24.41	<u>23.11</u>	<u>24.66</u>	<u>23.80</u>	<u>25.39</u>	<u>24.51</u>	<u>26.15</u>	<u>25.25</u>	<u>26.94</u>
<u>Compression & Controls Technician 4</u>	<u>22.42</u>	<u>23.93</u>	<u>22.64</u>	<u>24.16</u>	<u>23.32</u>	<u>24.88</u>	<u>24.02</u>	<u>25.63</u>	<u>24.74</u>	<u>26.40</u>
Material Handler Materials Truck Driver; Truck Driver	22.15	23.63	<u>22.37</u>	<u>23.87</u>	<u>23.04</u>	<u>24.58</u>	<u>23.73</u>	<u>25.32</u>	<u>24.44</u>	<u>26.08</u>
Clean-Up Truck Driver Electronic Control Technician 3 (start); Equipment Operator 2; Measurement Mechanic 2 (start); Pressure and Meas Techn 3 (start); Shop Assistant; Shop Mechanic 3 (B&U)	21.58	23.03	<u>21.80</u>	<u>23.26</u>	<u>22.45</u>	<u>23.95</u>	<u>23.12</u>	<u>24.67</u>	<u>23.81</u>	<u>25.41</u>

SCHEDULE C:

	<u>APR 1, 2002</u>	<u>APR 1, 2003</u>	<u>APR 1, 2004</u>	<u>APR 1, 2005</u>
DEPENDENT CONTRACTOR				
METER READERS:				
— Outside Meters	<u>53.0</u>	<u>55.0</u>	<u>57.0</u>	<u>59.0</u>
— (Cents/Meter)				
— Inside Meters	<u>61.0</u>	<u>63.0</u>	<u>65.0</u>	<u>67.0</u>
— (Cents/Meter)				
— Pickup Meters	<u>67.0</u>	<u>69.0</u>	<u>71.0</u>	<u>73.0</u>
— (Cents/Meter)				
— Hourly Rate	<u>17.84</u>	<u>18.38</u>	<u>18.93</u>	<u>19.50</u>

SCHEDULE D:

	<u>Apr 1, 2002</u>	<u>Apr 1, 2003</u>	<u>Apr 1, 2004</u>	<u>Apr 1, 2005</u>
DEPENDENT BACKHOE				
OPERATORS:				
Contractor/Operator (per hr)	<u>49.13</u>	<u>50.60</u>	<u>52.12</u>	<u>53.68</u>
Overtime (per hr)	<u>74.00</u>	<u>74.00</u>	<u>74.00</u>	<u>74.00</u>
Trailer (per hour) (if required)	<u>5.60</u>	<u>5.60</u>	<u>5.60</u>	<u>5.60</u>
Hoepack (per hr; if required)	<u>11.25</u>	<u>11.25</u>	<u>11.25</u>	<u>11.25</u>
Grinder Sweeper (per hr; if required)		25.00	25.00	25.00
<u>DEPENDENT DUMP-TRUCK</u>				
<u>OPERATORS:</u>				
Regular Rates	<u>39.44</u>	<u>40.62</u>	<u>41.84</u>	<u>43.10</u>
Overtime (per hr)	<u>59.00</u>	<u>59.00</u>	<u>59.00</u>	<u>59.00</u>

IBEW WAGE SCHEDULES – APPENDED TO ADJUSTMENT PLAN, MARCH 2004:

	<u>2004</u> <u>Apr 1</u>			<u>2005</u> <u>Apr 1</u>		
<u>CLASSIFICATION</u>	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>
*Rate for 1st 7.5 hours						
<u>Measurement Group Leader</u>	<u>36.85</u>	<u>32.24</u>	<u>34.40</u>	<u>37.95</u>	<u>33.21</u>	<u>35.44</u>
Materials Leader – Central Stores; Measurement Shop Leader; Mechanical Foreman/Shop Leader	<u>35.01</u>	<u>30.63</u>	<u>32.68</u>	<u>36.06</u>	<u>31.55</u>	<u>33.66</u>
<u>Gas Distribution Planner</u>	<u>34.51</u>	<u>30.20</u>	<u>32.22</u>	<u>35.55</u>	<u>31.11</u>	<u>33.19</u>
Building Operations & Maintenance Leader; Compression & Controls Technician 1; Instructor; LNG Plant Operator 1; <u>Distribution Service Agent (merged)</u>	<u>34.32</u>	<u>30.03</u>	<u>32.04</u>	<u>35.35</u>	<u>30.93</u>	<u>33.00</u>
Commercial Sales & Service Technician; <u>Measurement & Controls Technician (merged)</u> ; Fitter Welder 1 (<u>merged</u>); System Operations Technician; Welder 1; Planner; Stores & Inventory Specialist (formerly Senior Storeperson); Corrosion Control Technologist, District Agent; Sr. Pipeline Technician (<u>merged</u>).	<u>33.22</u>	<u>29.07</u>	<u>31.02</u>	<u>34.22</u>	<u>29.94</u>	<u>31.95</u>
Measurement & Controls Technician 2 (<u>merged</u>); Fitter Welder 2; LNG Plant Operator 2; Machinist; Measurement Technician; Senior Sales and Service Technician; Senior Shop Mechanic; System Operations Technician 18; <u>Mains & Service Planner</u> ; Energy Services Advisor 1;	<u>31.74</u>	<u>27.77</u>	<u>29.63</u>	<u>32.69</u>	<u>28.60</u>	<u>30.52</u>

	2004:			2005:		
	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>
Compression & Controls Technician 2;	<u>30.89</u>	<u>27.03</u>	<u>28.84</u>	<u>31.82</u>	<u>27.84</u>	<u>29.71</u>
Crew Leader (<u>merged</u>); Distribution & Service Technician (merged); Equipment Operator "P"; Measurement Mechanic 1; Operations Technician; Sales and Service Technician (merged); Shop Mechanic 1; Stores Leader; Tie-In Technician; Utilization Technician 1 (merged); Yard Foreman; <u>Inspector (merged)</u> ; Pipeline Technician 1 (merged);	<u>30.54</u>	<u>26.72</u>	<u>28.51</u>	<u>31.45</u>	<u>27.52</u>	<u>29.36</u>
Painter; Paving Foreman; Senior Material Handler; Station Mechanic 2; System Operations Apprentice	<u>29.83</u>	<u>26.10</u>	<u>27.85</u>	<u>30.72</u>	<u>26.88</u>	<u>28.68</u>
Compression & Controls Technician 3; Energy Services Advisor 2 (<i>without progression</i>)	<u>29.18</u>	<u>25.53</u>	<u>27.23</u>	<u>30.05</u>	<u>26.29</u>	<u>28.05</u>
Equipment Operator/Distribution Mechanic (EODM)	<u>29.14</u>	<u>25.50</u>	<u>27.21</u>	<u>30.02</u>	<u>26.27</u>	<u>28.03</u>
Distribution Mechanic/Excavator (DMX)	<u>28.58</u>	<u>25.01</u>	<u>26.69</u>	<u>29.44</u>	<u>25.76</u>	<u>27.49</u>
Distribution Mechanic (<u>merged</u>); Measurement & Controls Technician 3 (<u>merged</u>); Equipment Operator 1; Fitter Welder 3; Leak Survey Technician; Materials Shipper/Receiver (<u>merged</u>); Measurement Mechanic 2 (18 mos); Recycling Mechanic; Sales & Service Techn 3 (12 mos); Shop Mechanic 2; Utilization Technician 2 (<u>merged</u>); Pipeline Technician 2 (<u>merged</u>);	<u>28.01</u>	<u>24.51</u>	<u>26.15</u>	<u>28.86</u>	<u>25.25</u>	<u>26.94</u>
Compression & Controls Technician 4;	<u>27.45</u>	<u>24.02</u>	<u>25.63</u>	<u>28.27</u>	<u>24.74</u>	<u>26.40</u>

	2004:			2005:		
	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>	<u>Effective Hourly</u>	<u>Coastal</u>	<u>Interior/ Island*</u>
Material Handler; Materials Truck Driver; Truck Driver	<u>27.12</u>	<u>23.73</u>	<u>25.32</u>	<u>27.93</u>	<u>24.44</u>	<u>26.08</u>
Clean-Up Truck Driver; <u>Measurement & Controls Technician 3 (start) (merged)</u> ; Equipment Operator 2; Measurement Mechanic 2 (start); Pressure and Meas Techn 3 (start); Shop Assistant; Shop Mechanic 3 (B&U); Pipeline Labourer;	<u>26.42</u>	<u>23.12</u>	<u>24.67</u>	<u>27.21</u>	<u>23.81</u>	<u>25.41</u>
Sales & Service Technician 3 (start); Utility Assistant	<u>25.39</u>	<u>22.22</u>	<u>23.71</u>	<u>26.16</u>	<u>22.89</u>	<u>24.42</u>
Labourer;	<u>24.40</u>	<u>21.35</u>	<u>22.78</u>	<u>25.13</u>	<u>21.99</u>	<u>23.46</u>
<u>Meter Reader (CRD)</u>	<u>24.32</u>	<u>21.28</u>	<u>22.71</u>	<u>24.91</u>	<u>21.80</u>	<u>23.26</u>
<u>Meter Reader (NI)</u>	<u>24.04</u>	<u>21.04</u>	<u>22.45</u>	<u>24.91</u>	<u>21.80</u>	<u>23.26</u>
Student Rate	<u>21.02</u>	<u>18.39</u>	<u>19.62</u>	<u>21.65</u>	<u>18.94</u>	<u>20.21</u>

*** The reference to “(merged)” following the name of a classification is strictly for purposes of identifying those classifications merged by operation of the Adjustment Plan. No substantive rights are to be inferred from a classification that has, or does not have, this reference,

OFFICE EMPLOYEES (NORTH ISLAND):

2003	Start	1 Year	2 Years	3 Years	4 Years
Clerk 3, Customer Service	18.41				
Customer Service Clerk II		19.35	20.29		
Customer Service Clerk I				20.84	21.82
2004	Start	1 Year	2 Years	3 Years	4 Years
Clerk 3, Customer Service	18.96				
Customer Service Clerk II		19.93	20.90		
Customer Service Clerk I				21.47	22.47
2005	Start	1 Year	2 Years	3 Years	4 Years
Clerk 3, Customer Service	19.53				
Customer Service Clerk II		20.53	21.53		
Customer Service Clerk I				22.11	23.14

	January 2003	April 2004	April 2005
Senior Administration Clerk			
6			
18			
24	25.17	25.93	26.71

OFFICE EMPLOYEES (CRD):

Job Classification	Date	Start	12 mo.	18 mo.
<i>Clerk 1</i> - <i>Communications Centre</i> - <i>Operations</i> - <i>Meter Records</i> - <i>GIS</i> - <i>Coding</i> - <i>Customer Service</i> - <i>Sales</i>	April 1, 2002	21.15	21.50	21.80
	April 1, 2004	21.78	22.15	22.45
	April 1, 2005	22.43	22.81	23.12
<i>Clerk 1</i> <i>Customer Service (District)</i>	April 1, 2002	21.62	21.98	22.29
	April 1, 2004	22.27	22.64	22.96
	April 1, 2005	22.94	23.32	23.65
<i>Clerk 2</i> <i>Customer Service</i>	April 1, 2002	19.85	20.19	20.44
	April 1, 2004	20.45	20.80	21.05
	April 1, 2005	21.06	21.42	21.68
<i>Clerk 3</i> <i>Customer Service</i>	April 1, 2002	18.30	18.74	19.28
	April 1, 2004	18.85	19.30	19.86
	April 1, 2005	19.42	19.88	20.46
<i>Draftsperson</i>	April 1, 2002	24.24	24.88	26.27
	April 1, 2004	24.97	25.63	27.06
	April 1, 2005	25.72	26.40	27.87

37.05 **BONUS ALLOWANCES**

37.05.1 Deleted July 1, 1995.

37.05.2 All employees who are openly exposed to odorant or apply pesticides and sterilants shall receive a bonus of one dollar sixty cents (\$1.60) per hour. The minimum bonus allowance shall be two (2) hours and the Company shall also provide plastic aprons, gloves and rubber boots for odorant tank filling.

37.05.3 Deleted in 1994

37.05.4 The Company shall pay costs and provide reasonable training time for all welder qualification tests.

37.05.4.1 The Company shall pay costs of fitter licenses and renewal fees.

37.05.5 Deleted in 1991.

37.05.6 An employee directed to provide instruction to a group of employees shall receive his regular rate or 105% of the gas tradesman rate, whichever is the greater.

37.05.7 Deleted in 1994

37.05.8 When the Clean-up Truck Driver supervises two or more employees, his rate will be increased by 5%. When required to drive a tandem-axle truck equipped with air brakes, he shall receive the Equipment Operator 1 rate of pay.

While acting as an Equipment Operator and supervising two or more employees, his rate will be increased 5% above the Equipment Operator 1 rate.

37.05.9 If a crew is composed of seven or more employees, excluding the Crew Leader, System Operations Technician or Measurement Technician, the Crew Leader, System Operations Technician or Measurement Technician in charge of the crew shall be paid at 110% of his rate.

37.05.10 When a Distribution Mechanic is directing the work of two or more employees on leakage survey he shall be paid the rate of Crew Leader.

37.05.11 Deleted in 1989.

- 37.05.12 Deleted in 1989.
- 37.05.13 Deleted in 1991.
- 37.05.14 When a Fitter Welder 1, Fitter/Welder Mechanic 1, Shop Mechanic 1 (Machine Shop), Shop Mechanic 1 (Buildings and Utilities), or Machinist is required by the Company to act as a Lead Hand, he shall be paid 3% above his regular rate while so acting.
- 37.05.15 Deleted in 1991.
- 37.05.16 Deleted in 1994
 - 37.05.16.1 The Meter Reader selected to perform scheduling, training and department organization shall be paid at 105% of the Meter Reader rate on a day-to-day basis. While the Island remains on a monthly reading schedule, the bonus shall be 109%.

38. PAY DAYS

- 38.01 Employees shall be paid every two weeks. Payment shall be made by cheque every other Friday for all wages due up to and including the Thursday of the week previous to pay day. The Company may change the latter day to Wednesday at such a time as it is to become general practice. If a regular pay day falls on a holiday, all employees shall be paid on the preceding working day.
- All employees are encouraged to choose direct payroll deposit. All new hires will be on direct payroll deposit as a condition of employment.

39. PHASED RETIREMENT (Coastal Only)

Deleted in 2001.

40. DOG SAFEGUARDS

The Company shall encourage and be receptive to suggestions regarding any devices, methods or procedures which may deter or prevent dog attacks. Such devices, methods or procedures shall be approved by the Safety Practices Committee before use.

41. CUSTOMER SERVICE TECHNICIANS ENTERING UNATTENDED PREMISES

41.01 In situations where Customer Service Technicians (SST's, UT's) anticipate an element of risk or hazard, s/he will provide the address of the premises, and advise Service Centre to contact his supervisor in the event s/he fails to call back within a pre-arranged time.

AS WITNESS the hands of the parties hereto.

Terasen Utility Ltd

LOCAL 213 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

Daryle Britton

Lance Arnett

Randy Jespersen

Brian Deevy

Bob Samels

Rick Dowling

Franz Scherubl

Greg Kyle

Randy Loski

Glenn McKay

Tony Sadowski

Dated at Vancouver, B.C. this 24 day of July, 2002.

July 10, 1989

LETTER OF UNDERSTANDING NO. 1

Deleted in 1999.

July 10, 1989

LETTER OF UNDERSTANDING NO. 2

1. When employees bump into another section, to avoid permanent layoff, Terasen agrees to protect employees from "bumping through" (as per the Larson Award) in the receiving section, by agreeing not to lay off Utility Assistants if contractors are employed doing similar work to that classification in that section.
2. The Union recognizes that from time to time Terasen will re-organize its structure for reasons of corporate efficiency. This may result in changes to boundaries of sections referred to in Article 5.03.

Terasen will make all reasonable efforts to minimize the impact on individual employees with respect to Article 5.03 when changes in section boundaries become necessary.

A section is defined as a sub-group of a Department or Division in the Coastal and Island Regions (eg. C & M, CS, Transmission sections), and a District within the Interior Region.

For Terasen Inc.

For I.B.E.W. Local 213

Franz Scherubl
Senior Labour Relations Officer

Rick Dowling
Assistant Business Manager

July 10, 1989

LETTER OF UNDERSTANDING NO. 3

Deleted in 1999.

LETTER OF UNDERSTANDING NO. 4

12-HOUR SHIFTS AT LNG PLANT

Terasen and Local 213 of the IBEW will continue to be bound by the current collective agreement. However, commencing pay period 25, November 13, 1987, the shift rotation for LNG Plant Operators will be a 3-2-2 configuration (3 on, 2 off, 2 on, 3 off . . .) with a day shift from 08:00 to 20:00 and a night shift from 20:00 to 08:00. It is understood that this shift rotation shall not result in increased costs to Terasen, nor shall it result in decreased benefits to members of the Union. Therefore, all relevant Articles of the Agreement will be interpreted, with reference to LNG Plant Operators, so as to maintain the same costs and benefits contained in the current Agreement.

It is agreed that Operators will be paid in the following manner:

Sick Leave

Days will be converted into their hourly equivalent. Employees will be kept on their shift schedule and paid 12 hours per scheduled working day absent.

Long Term Disability

Employees will continue to be paid 70% of normal earnings based on a 40 hour work week.

WCB

Employees will continue to be paid 85% of normal earnings based on a 40 hour work week.

Leave of Absence for Jury Duty

Employees will be kept on their shift schedule and paid 12 hours for each scheduled working day absent.

Paid Leave of Absence Compassionate

Days will be converted into their hourly equivalent to a maximum of 24 hours.

Statutory Holidays

Each statutory holiday listed in Article 21.01 results in 8 hours being placed in each Operator's Statutory Holiday Time Bank.

An Operator not scheduled to work a Statutory Holiday will be paid 8 hours of straight time from the Statutory Holiday Time Bank.

An Operator scheduled to work shall receive double time for the hours worked. In addition, Operators who work the statutory holiday may choose to be paid 8 hours straight time or take time off from the Statutory Holiday Time Bank. Time off is taken in 12 hour days with the year-end balance paid out in cash.

Annual Vacation

Annual Vacation entitlement pursuant to Article 22.03 will be converted into its hourly equivalent and put into a bank. Time off can then be taken in 12 hour days with remaining partial days paid out in cash.

Any operator who completes a full year of service on the 12-hour shift schedule shall receive 112 hours vacation with pay in the succeeding year in addition to whatever entitlement he is eligible to receive under Article 22.03.

Such operator shall receive at least 96 hours on the summer write up as described in Article 22.04.

An operator with less than a full year's service on the 12-hour shift schedule shall receive in the succeeding year that proration of 112 hours shift vacation as determined by the number of days worked during the preceding year on a 12-hour shift divided by the total number of days which would have been worked on a normal 12-hour shift.

Posting of Schedules

Pursuant to Article 31.02.1 an operator will receive overtime premium for the first 8 hours of the shift notwithstanding the fact that the Operator's first shift is 12 hours long.

Penalty Pay

Days will be converted into their hourly equivalent and the maximum penalty pay will remain 24 hours.

Overtime

All references to an 8 hour day shall be substituted with a 12 hour day. The Union and Terasen agree to make joint application to the Director of Employment Standards for a variance of hours application.

SWYL

SWYL will be converted into its hourly equivalent and put into a bank. Time off can then be taken in 12 hour days.

Phased Retirement

Deleted in 2001.

Twenty-Four Hour Coverage

When service requirements necessitate twenty four hour coverage, normal hours of work for shift workers shall be from 08:00 to 20:00 hours, Day Shift and from 20:00 to 08:00, Night Shift. Shift work shall be scheduled on a rotating basis and the period of schedule shall be a 3,2,2 configuration or an agreed to derivative. Shift times or the length of schedule may be changed when mutually agreed between Terasen and the employees concerned in any one operation. Terasen shall provide adequate relief at all times.

Shift Coverage

Plant Operators will work a 3,2,2, configuration when Plant requirements necessitate 24 hour coverage. The Plant may require 24 hour coverage for a portion of the year only. When 24 hour coverage is not required the Operators will work day shift or a shift cycle basis at the LNG Plant on maintenance and overhaul or they will work in other areas of the Coastal Region on a five and two basis.

In keeping with the spirit of this Letter of Understanding, any other Article of the Agreement which doesn't contemplate a 12 hour shift rotation will be interpreted, where necessary, in such a way as to maintain the integrity of the agreement by neither increasing costs nor decreasing benefits to the parties to the agreement.

Either party may terminate this Letter of Understanding by giving written notice of not less than 2 pay periods. Reversion to an eight hour day will not result in any additional cost to the Company. Removal of the consent of either party terminates this Letter of Understanding.

R. Dowling

F. Scherubl

Date

Date

LETTER OF UNDERSTANDING NO. 6

RE: RETIRED EMPLOYEES

Employees who retire on an immediate Terasen pension after ten years service may continue to be covered by MSP and EHB at Company expense. Effective January 1, 2002, EHB increased to a lifetime maximum of \$100,000.

For Terasen Inc.

For IBEW, Local 213

Franz Scherubl
Senior Labour Relations Officer

Rick Dowling
Assistant Business Manager

Date

Date

LETTER OF UNDERSTANDING NO. 7

RE: TRAVEL ACCIDENT INSURANCE

The present policy of providing Travel Accident Insurance for employees travelling on company business, or a policy providing equivalent benefits, will remain in effect.

For Terasen Inc.

For IBEW, Local 213

Franz Scherubl
Senior Labour Relations Officer

Rick Dowling
Assistant Business Manager

Date

Date

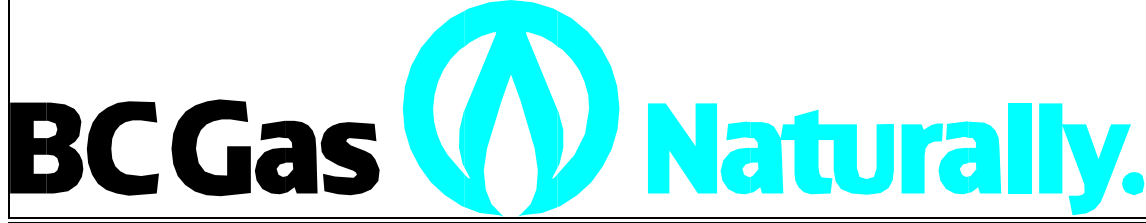
October 1975

LETTER OF UNDERSTANDING NO. 11

Deleted in 1994

LETTER OF UNDERSTANDING NO. 16

Deleted in 1999



LETTER OF UNDERSTANDING # 16A
(Supercedes LOU #16 signed 14 August 1975)

between

Terasen Utility Ltd.
and
International Brotherhood of Electrical Workers, Local 213

Industrial Gas Fitting Training Course

Grade A training courses are available to employees through night school or college. This training course totals approximately 160 hours and requires an additional 80 hours with approximately 40 hours of theoretical and 40 hours of field training. This additional 80 hours of daytime training will be provided by Terasen and the Company will pay the employee forty hours at regular straight-time rates. The employee will absorb the remaining 40 hours through annual vacation, vacation overtime leave or other banked time.

If training is not practical during normal working hours due to operational requirements, then the equivalent training time shall be provided after normal working hours. The maximum of 40 hours straight-time paid by the Company will still apply.

For: Terasen Utility Ltd.

For: I.B.E.W., Local 213.

Fred Green
Labour Relations Officer

Rick Dowling
Assistant Business Manager

Date Signed: _____

Date Signed: _____

November 9, 1979

LETTER OF UNDERSTANDING NO. 17
(Coastal Only)

This will confirm the understanding reached during 1979 negotiations that Customer Service personnel will no longer be required to make collections on overdue customer accounts.

November 9, 1979

LETTER OF UNDERSTANDING NO. 18

The Union recognizes the Company's need to utilize contractors to carry out portions of its work. The Company recognizes the union's concerns regarding maintenance of its membership.

It is the Company's position to maintain a basic IBEW work force to match a predictable base load of work, and not to limit the long-term growth of Local 213 membership through the use of contractors, under normal system expansion.

Both the Union and the Company recognize that from time to time, work in excess of normal growth or normal expansion levels becomes necessary. When this occurs, the use of contractors, or Local 213 members, or both, shall be determined by operating requirements.

LETTER OF UNDERSTANDING NO. 21

Training of Fitter Welders

It is understood and agreed by both Parties that the Company will provide training for IBEW (213) Gas employees to qualify as Fitter Welders, by use of Company welding schools, by use of Vocational or similar institutes, or by suitable combinations of these, to assist in meeting Company Fitter Welder requirements. This arrangement shall not preclude the hiring of Fitter Welders from any other sources.

The progression of Fitter Welder trainees through the program will be as follows:

Fitter Welder 3 0 - 24 months
Fitter Welder 2 24 - 36 months

At the time of selection to the program a Fitter Welder 3 may receive up to six months' credit based on management's assessment of the recruits prior experience and qualifications. After 12 months as a Fitter Welder 3 (or proportionately less time if advance credit is given) a Fitter Welder 3 will be paid at the Fitter Welder 2 rate while performing production work on pressure piping or fittings. Upon attaining Fitter Welder 2 status, the trainee will be considered as a probationary employee until he completes the program.

During the training period attendance at evening classes may be required; this time will be unpaid. Transportation to and from training classes must be provided by the employee.

Details of the selection procedures and other matters will be as follows:

1. Selection of Trainees:

Selection of Fitter Welder 3's shall be by the Company. The selection may include the following factors and procedures, not necessarily in this sequence or order of importance:

- 1.1 Verification of work performance and duties performed during previous employment both within and outside the Company.
- 1.2 Satisfactory physical fitness, which may be verified by medical examination by Terasen Health Services or its delegate, including: eyesight, agility, respiratory problems or illnesses, allergies to welding materials, etc.
- 1.3 Verification of education.
- 1.4 Good safety record, both personal and vehicle, must have demonstrated sustained safe work habits and adherence to safety regulations and practices; must be able to pass Company driving tests.
- 1.5 Practical tests and examinations in welding school or shops, which may include: an oxyacetylene welding test job, a test piece to mark out and prepare by working from a drawing, a test run on SMAW work after demonstration and instruction and other items related to a Fitter Welder's work.
- 1.6 Interview by a selection panel of two to five selectors.
- 1.7 Seniority shall not be a major consideration in the selection.

2. Rights of Withdrawal from Program:

- 2.1 A Fitter Welder 3 may revert to his previous Job Classification at his own request at any time before the expiry of three calendar months from the day of commencement of his training. Seniority in the previous Job Classification shall recommence from the seniority held on the day of commencement of training; time spent as Fitter Welder 3 shall not be included.
- 2.2 A Fitter Welder 3 may not voluntarily withdraw from the training program at any time between the day after three months from the day of commencement of training and promotion to Fitter Welder 2. Such voluntary withdrawal may only be by resignation from the Company employment.
- 2.3 A Fitter Welder 3 may withdraw from the training program at any time for reasons of health, as confirmed by Terasen's Health Services Department, and shall then be eligible for any other Job Category for which he is qualified by previous training and/or experience and current state of health, but shall not have the right to resumption of the previously-held Job Category after the first three months of the program.

3. Rights to Bid on Other Jobs During and After This Course:

- 3.1 A Fitter Welder 3 may bid on non-welder jobs during the period when he may withdraw from training in accordance with 2.1 only and at no other time.
- 3.2 A Fitter Welder 2 who was trained as a Fitter Welder 3 for more than 12 months in all, may not bid on other than Fitter Welder positions until he has completed a minimum of two years' service as Fitter Welder 2 and 1 in total.

4. Rights on Successful Completion of Course:

- 4.1 On completion of training and qualification as Fitter Welder 2 the employee shall be offered any Fitter Welder vacancy before any hiring from other than Fitter Welder Job Classifications or from outside the Company may be considered.
- 4.2 The Fitter Welder 3 program is intended to assist in meeting Terasen Fitter Welder requirements but it does not exclude hiring Fitter Welders from any other sources after Clause 4.1 above has been observed.
5. Appointment to Vacancies after Completion of Course:
- 5.1 After qualifying as Fitter Welder 2, the employee shall be required to accept any Fitter Welder position at any location with Gas Transmission & Distribution Division or its successors; if the employee declines this position, he shall be treated as in 5.2 below.
- 5.2 After completion of training, if there is no requirement for a Fitter Welder 2 anywhere within Gas Transmission and Distribution Division, the newly-qualified Fitter Welder 2 shall be employed and paid in the Job Categories listed below. The Job Categories are listed in descending order of choice as work is available; such work availability shall be determined by Terasen:
- (i) Shop Mechanic 1 (Welding Shop)
 - (ii) Distribution Mechanic 1
(if so employed before training as Fitter Welder 3)
 - (iii) Utilization Technician
(if so employed before training as Fitter Welder 3)
 - (iv) Distribution Mechanic/Distribution Apprentice
(if so employed before as Fitter Welder 3)
 - (v) Utility Assistant
- Should no work be available in any of these Categories, the employees shall be declared redundant in accordance with Article 7.05 of the Agreement dated 1979 April 1.
6. Numbers to be trained:
- 6.1 The intent of the Fitter Welder 3 training program is to provide sufficient trained and competent Fitter Welders to assist in meeting the Company's foreseen needs for such employees.
- 6.2 It is agreed that this training program must not raise false hopes, nor must it train people for whom there will be no requirement later.
- 6.3 The number of Fitter Welder 3's selected and trained shall be based upon the Company's prediction of its future need for Fitter Welders and shall be entirely at Company discretion.

AGREEMENT WITH RESPECT TO GAINSHARING (replaced by EIP):

The Gainsharing Program, as amended by the parties so as to provide optimum line of sight for employees, shall continue during the term of this memorandum.

January 12, 1995

LETTER OF UNDERSTANDING NO.28

Employee Rotation

Deleted in 1999.

January 12, 1995

LETTER OF UNDERSTANDING NO.29

Employee Diversity

Deleted in 1999.

January 12, 1995

LETTER OF UNDERSTANDING NO. 30

Seasonal or Temporary Layoff (Interior Only)

Deleted in 2001.

January 12, 1995

LETTER OF UNDERSTANDING NO. 31

Re: Temporary Vacancies (Also known as "Relief" and "Interchange")

This LOU is intended to merge the concepts of "Relief Positions" (Article 8.02), "Temporary/Relief Posting" (Article 8.06), and "Interchange" (Articles 10 and 12).

1. Except as otherwise detailed in this LOU, temporary vacancies shall first be filled by qualified employees within the work group.
 - 1.01 the definition of "work group" varies according to local practice, eg. in Fraser Valley C&M the crew is the work group, whereas in Metro C&M the muster is the work group.
 - 1.02 in the Interior and Island, all positions reporting to a first-line supervisor/manager constitute a work group, except that the Utility Assistant classification is deemed to be a Construction position.
2. If qualified employees are not available within the work group, or additional resources are required from outside the work group for more than six consecutive weeks, bulletins shall be posted in

accordance with Article 8.01.1, except that, notwithstanding Article 8.01.1.1., temporary bulletins shall be posted within the District.

- 2.01 temporary vacancies for LNG Plant Operator, Instructor and Interior Pipeline Crew shall be posted throughout the company.
- 2.02 employees travelling and/or relocating to fill a temporary vacancy shall do so on their own time and expense.
3. Temporary bulletin holders shall be called when a temporary vacancy exceeds six consecutive weeks, or when it is filled from outside the work group.
4. Release for temporary demotion is at company discretion.
5. A temporary bulletin automatically expires when the bulletin holder has not worked in the temporary classification for a period of twelve consecutive months, unless the employee was denied work in the temporary classification at company convenience.
6. A temporary bulletin holder may decline transfer pursuant to that bulletin only if he is working outside of his regular classification at the time, and the transfer would be to a lower-paying classification than the one he is currently occupying.
7. Employees may hold only one temporary bulletin at any one time, except that employees who hold both relief and Interchange bulletins on the effective date of this LOU shall be entitled to retain both bulletins subject to the other conditions of the LOU.

June 23, 1993

LETTER OF UNDERSTANDING NO. 32

Senior Sales and Service Technician

The company shall continue to employ the current, regular Senior Sales and Service Technicians at each headquarters where there are one or more Sales and Service Technicians in addition to the Senior. These Senior SSTs shall receive the entitlements of LOU #53 (new Article 7) if/when their position is discontinued.

January 12, 1995

LETTER OF UNDERSTANDING NO. 33

Joint Consultative Committee (JCC)

The Company and the Union have a mutual desire to work together to ensure business success now and in the future. This success will be determined by our ability to operate in a competitive environment. It will require that we make the right business decisions and that the Company and the employees are prepared to meet the challenges a changing work environment will bring.

The parties agree to establish a joint consultative committee as follows:

1. The JCC shall consist of at least three management members who shall be vice-presidents or directors, and at least three union members, as well as the Assistant Business Manager from the IBEW and a labour relations representative from the Utility.

2. The purpose of the JCC is to promote the cooperative resolution of workplace issues, to anticipate, respond and adapt to changes in the Utility's business, to foster the development of work related skills, to promote workplace productivity, and to continue to work on standardizing the collective agreement throughout the company.
3. The JCC shall meet initially at the request of either party, and set a date for subsequent meeting(s) prior to adjournment.
4. Both parties shall submit agenda items no later than ten days prior to each meeting, and each member of the JCC shall receive a copy of the complete agenda no later than seven days prior to the meeting;
5. The JCC shall approach issues from a "mutual gains" perspective;
6. The JCC is not a substitute for the grievance procedure.

The parties agree, as part of the resolution of the 1994 to 1998 collective bargaining agreement, that the JCC shall meet a minimum of once per year for the purpose of reviewing the Utility's work (activity) projections. Part of this review shall be discussion of in-house versus contractor work.

Employee-members of the JCC shall continue to receive their regular, straight time wages for all time associated with JCC work, and the Utility shall reimburse travel and accommodation costs for those travelling to a meeting.

LETTER OF UNDERSTANDING #34

between

Terasen Utility Ltd. (the Company)

and

International Brotherhood of Electrical Workers, Local 213, (the Union)

(hereinafter referred to as the Parties)

WORK SHARING - DEPENDENT BACKHOE CONTRACTORS (DBC)

SOUTHERN AND WESTERN REGIONS

1. Definition

Worksharing is defined as dividing all the functions of a full-time DBC position between two current DBC's, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time DBC position can only be work-shared with the approval of the Manager, Regional Business Leader, Human Resources and the Union. The Manager is responsible for communicating the requirements of the work sharing to both DBC's.

It is the intent that the time worked by the two work sharing DBC's will equate to that of a full-time DBC. Neither of the DBC partners in a work-share relationship shall work less than

50% of the normal hours of work of the full-time DBC position unless one of the DBC partners is unable to work because of an illness or disability.

2. **General**

- (a) The Parties agree that all terms and conditions of Appendix A of the Collective Agreement in force and effect shall apply unless specifically altered herein.
- (b) Work sharing partnerships shall be restricted to DBC's between the ages of 55 and 65, who live within commuting distance of the muster compound where the work-share position exists.
- (c) The DBC position left vacant when two DBC's work share may or may not be filled, at the sole discretion of the Company, and if filled, will only be filled on a temporary basis for the six (6) month trial period outlined in Clause #4, and thereafter at the sole discretion of the Company.
- (d) Article 6.03 does not apply to work-sharing DBC's.
- (e) The Company will only pay WCB assessments for each work sharing DBC on the basis of gross assessable earnings while the DBC partner is working for the company.
- (f) The Company may invite the non-working DBC partner to come to work if he is available and willing, in lieu of inviting an independent contractor.

3. **Procedure**

- (a) DBC's wanting to work share may request the Manager to consider a proposal for a work sharing arrangement. In making a submission it is important that both DBC's realize they are entering partnership. Minimum work sharing blocks must be of two (2) consecutive pay periods in duration. Details which must be considered in the submission included:
 - (i) Which months or part months will be worked by which DBC partner.
 - (ii) Contact telephone number or address where non-working DBC partner can be reached within 48 hours.
 - (iii) Any other information required by the Manager.
- (b) Proposed work sharing arrangements will be discussed with the appropriate Human Resources Officer and for each work sharing arrangement there must be written understanding signed by each DBC partner, the employee's manager, Human Resources and the Union.

4. **Registration**

DBC's who wish to work share should submit a proposal to their manager and the Human Resources Office. It is the responsibility of the DBC to arrange for a willing DBC partner.

5. **Trial Period**

- (a) In order to allow the parties a reasonable time to test the suitability of the individual work sharing arrangement, a six (6) calendar month trial period will be in effect at the beginning of each work sharing arrangements.
- (b) During the trial period, either party or either DBC partner may terminate the work share with thirty (30) calendar days written notice.
- (c) In the event that the work share is terminated during the trial period, both DBC partners will revert back to their former DBC positions and status in all respects.

6. **Seniority**

- (a) All matters of seniority will be determined on the basis of the seniority of the senior DBC in the work share.
- (b) On the termination or retirement of one DBC, the remaining DBC will return to a full-time position based on his previous seniority and compound selection or,
- (c) Enter into another work sharing arrangement in accordance with all the terms of this Letter of Understanding, if approved pursuant to Article 1.

7. **Filling a Work-Share Vacancy**

In the event one of the DBC partners quits, retires or is terminated, the remaining DBC partner must return to the full-time position with 7 calendar days. Where the parties and the remaining DBC partner agree a work-share should continue, the vacancy will be dealt with as follows:

The remaining DBC partner has thirty (30) calendar days from the notice date of termination of the original DBC partner to find a replacement DBC partner.

If no suitable DBC partner can be found, the remaining DBC partner will have the option of filling the position on a full-time basis or retiring.

8. **Invoicing and Union Dues**

- (a) Each DBC partner will invoice only for the time he works, as indicated on the time slips.

- (b) Each DBC partner will pay Union Dues based on whether they were working or unemployed as per Union by-laws.

9. **Termination of Job Sharing Arrangement**

- (a) Individual work sharing arrangements may be terminated by the Manager or either party with thirty (30) days written notice to the affected DBC partner(s).
- (b) If the Manager, or either party terminates the work-share and neither DBC partner voluntarily quits or retires, both DBC partners will be terminated and be subject to Articles 5.06 and 5.07.

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

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

For Terasen Utility Ltd.

For I.B.E.W., Local 213

Fred Green
Labour Relations Officer

Rick Dowling
Assistant Business Manager

Date Signed: _____

Date Signed: _____

DBC WORK SHARING AGREEMENT

This document records the specific terms and conditions which will be applicable to the work sharing arrangement between:

DBC Partner A

DBC Partner B

Compound/Muster

1. DBC Partner **A** will work from _____ to _____
(Date) (Date)
and from _____ to _____
(Date) (Date)
2. DBC Partner **B** will work from _____ to _____
(Date) (Date)
and from _____ to _____
(Date) (Date)
3. The work sharing arrangement will commence on _____
(Date)
4. The method of termination and other terms and conditions of this work sharing arrangement are as detailed in Letter of Understand #34.

DBC Partner **A** Signature

Date

DBC Partner **B** Signature

Date

Manager's Signature

Date

Human Resources Signature

Date

IBEW, Local 213 Union Signature

Date

LETTER OF UNDERSTANDING #35

between

Terasen Utility Ltd.

and

International Brotherhood of Electrical Workers, Local 213

APPLICATION OF FORCE MAJEURE

1. Force majeure is an event or effect that cannot reasonably be anticipated or controlled, like an Act of God. For the purposes of Article 5.05 of Appendix A of our Collective Agreement, a force majeure layoff will be interpreted to be any layoff of Dependent Backhoe Contractors by the Company deemed necessary for any of the following reasons: earthquakes; floods; snow of such a depth or quantity that local authorities are requesting citizens to stay off the roads, except for emergencies; severe ice conditions; white-outs; hurricanes; tornados; frost or prolonged sub-zero temperatures when the frost level is of such a depth that backhoe excavation has been suspended by other Utilities and/or Municipalities.
2. Any disagreement as to whether or not Dependent Backhoe Contractors have been improperly laid off under Article 5.05 will be dealt with pursuant to Article 3.01. Failing settlement at the Manager or Business Leader level, the disagreement will be resolved pursuant to Section 103 of the Labour Relations Code with Stephen Kelleher or a mutually agreed substitute.

For: Terasen Utility Ltd.

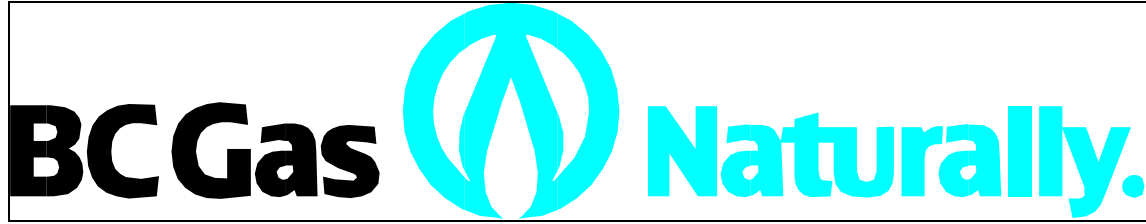
For: I.B.E.W., Local 213

Fred Green
Labour Relations Officer

Rick Dowling
Assistant Business Manager

Date Signed: _____

Date Signed: _____



LETTER OF UNDERSTANDING # 36A

between

Terasen Utility Ltd. (the Company)

and

International Brotherhood of Electrical Workers, Local 213 (the Union)
(hereinafter referred to as the Parties)

STANDBY COVERAGE IN THE INTERIOR

Deleted in 2001 – Substitute with new LOU #60.

LETTER OF UNDERSTANDING NO.37

Temporary Time-Frame Extension to Article 28.04.4

Deleted in 1999.

Letter of Understanding No. 38

between

Terasen Utility Ltd.

and

International Brotherhood of Electrical Workers, Local 213

Job Site Mustering – Metro and Fraser Valley Technicians

Preamble: This Letter of Understanding supersedes the Home Muster Pilot document signed by Messrs. Pullman and Dowling dated February 25, 1988. It is effective on the date of signing and will expire on June 1, 1999 unless otherwise agreed by the parties in writing and requires that the parties meet as often as necessary, at the request of either party, to discuss any matter or issue that requires clarification or resolution.

1. Job-Site mustering is on a voluntary, but irrevocable, basis.
2. All Metro Industrial and Utilization Technicians and Fraser Valley Technicians not on Home Muster, choosing job-site mustering will:
 - a) Take a Company vehicle home or park it in a location approved by the Company [see Clause 6] and
 - b) Travel on their own time to and from their first and last call within 20km as the crow flies from their residence. For example: An employee living in Coquitlam would leave home in sufficient time to arrive at his first call at 0830 hours [or other scheduled starting time], and leave for home from his last call at 1700 hours [or other scheduled quitting time]. If his first or last job is beyond 20 km, the extra distance to the first job or from the last job is travelled on Company time
3. Fraser Valley Technicians choosing to stay on Home Muster will:
 - a) Continue to take a Company vehicle home and
 - b) Travel on their own time to arrive at their first call in their current established work areas by 0830 hours [or other scheduled starting time], and leave from their last call in their work area to arrive home at 1700 hours [or other scheduled quitting time].
4. Metro and Fraser Valley Technicians who do not choose to job-site muster may subsequently apply for job-site mustering which may be approved by their Manager, subject to operational requirements.
5. To ensure adequate coverage, if a home-site or job-site mustered employee re-locates his residence subsequent to June 1, 1998, he will return his Company vehicle and muster out of his current designated compound, subject to operational requirements.
6. No employee who job-site musters may park his Company vehicle outside a designated Terasen service area.
7. All employees, if available, accept the requirement to respond to after-hours call outs. In the event of a major disruption, such as earthquake, flood, hurricane, general system outage, etc., all employees must radio or phone in their availability as soon as possible.
8. The Company vehicle is not to be operated for personal use or to transport people or items, other than on Terasen business.
9. When the vehicle is parked, all doors, windows and bins must be closed and locked. Items likely to be the target of theft must be hidden from view as much as practical. Employees assume all risks associated with personal property left in the vehicle.

10. The vehicle must be kept clean and orderly at all times. The employee is responsible for making arrangements with Fleet Services for mechanical maintenance. Fueling and cleaning of the vehicle (including washing) must be done during non-working hours.
11. The Manager may require that the vehicle be returned to a mustering point for all absences exceeding 5 calendar days.
12. A Technician who job-site musters and does not comply with the above rules will be directed by his Manager to return his Company vehicle and muster from his designated compound.
13. The special conditions detailed in the letter of Green to Dowling dated June 15, 1998 (attached) are incorporated in this Letter of Understanding.

Fred Green
Labour Relations Officer
Terasen Utility Ltd.

Rick Dowling
Asst. Business Manager
I.B.E.W., Local 213

Date

Date

LETTER OF UNDERSTANDING NO. 39

BETWEEN

LOCAL 213, I.B.E.W.

AND

TERASEN UTILITY LTD

Preamble: Whereas changes in business conditions in the Lower Mainland leads to fluctuations of the work load in the Distribution Services Department, and the move towards minimizing burner tip service in the Customer Services Department has resulted in a reduction in manpower and further potential layoffs, the parties hereby agree to the following amendments to the Collective Agreement to attempt to prevent further negative implications.

Change of Headquarters within a Lower Mainland Unit (Distribution Services)

If fluctuations in the workload occur within a mustering point work area, employees may be transferred on a temporary basis to an adjacent muster, without penalty to the Company

providing the transfer is for a period in excess of five consecutive working days, except when in relief of unscheduled absence of another employee. Transfers will be based on reverse seniority. Transfers without penalty will not be allowed if contractors are working the affected work area.

Change of Headquarters between Lower Mainland Units (Distribution Services)

Articles 28.04.11 and 28.10.4.7

Notwithstanding the provisions contained in the above Articles, employees may be transferred because of fluctuations in the workload in their muster work areas, without penalty to the company under the following conditions:

- a) Coquitlam muster employees may be transferred on a temporary basis to Maple Ridge muster and vice versa.
- b) Richmond muster employees may be transferred on temporary basis to Goudy muster and vice versa.
- c) There shall be no contractors used within these work areas while transfers (per a and b above) are in effect.
- d) This arrangement will not be used to reduce the combined number of employees assigned to the four mustering points.
- e) Transfers between musters shall be by reverse seniority.

Fred Green
Labour Relations Officer
Terasen Utility Ltd.

Rick Dowling
Assistant Business Manager
I.B.E.W., Local 213

Date

Date

LETTER OF UNDERSTANDING NO. 39A

BETWEEN

LOCAL 213, I.B.E.W.

AND

TERASEN UTILITY LTD

Preamble: Whereas changes in business conditions in the Lower Mainland leads to fluctuations of the work load in the Distribution Services Department, and the move towards minimizing burner tip service in the Customer Services Department has resulted in a reduction in manpower and further potential layoffs, the parties hereby agree to the following amendments to the Collective Agreement to attempt to prevent further negative implications.

Change of Headquarters between Lower Mainland Units due to the reductions in or redeployment of employees within specific classifications

If there is a need to reduce the number of employees within a classification in one Unit and layoffs can be avoided by absorbing these employees into the other Unit on a lateral transfer basis, **without increasing the combined total of employees within the classification**, these transfers can be accomplished without bulletins being posted under the following provisions:

- a) The employees in the receiving Unit shall exercise their headquarters selection rights prior to transfers taking place.
- b) The transferred employees shall not establish Unit seniority in the receiving Unit without being selected on a bulletin.
- c) Any additional positions within a classification must be bulletined.
- d) Transfers shall be based on classification seniority. Any employee within a classification who does not have sufficient classification seniority to avoid a forced transfer, can reject the transfer option and exercise his/her rights under Article 7.02.
- e) Transfers which exceed one year, or are deemed to be permanent prior to one year shall entitle the employees to moving expenses as defined in Article 9.
- f) Employees transferred in accordance with these provisions shall not be entitled to travel expenses.

Fred Green
Labour Relations Officer
Terasen Utility Ltd.

Rick Dowling
Assistant Business Manager
I.B.E.W., Local 213

Date

Date

LETTER OF UNDERSTANDING NO. 39B

BETWEEN

LOCAL 213, I.B.E.W.
AND
TERASEN UTILITY LTD

The terms and conditions of Letters of Understanding #39 and #39A shall also apply as between the Victoria and North Island Units.

For Terasen Gas Inc.

For Local 213 of the IBEW

Franz Scherubl
Manager, LR Transition

Randy Loski
Business Representative

Date

Date

Letter of Understanding #40

Continuous Bargaining Process

Deleted in 1999.

Letter of Understanding No. 53
between
Terasen Utility Ltd.
and
International Brotherhood of Electrical Workers, Local 213

Revised Language - Seniority / Layoff / Bumping / Recall

Deleted in 2001. Incorporated as new Article 7.

Letter of Understanding No. 54

Job Site Mustering - Kamloops District Pressure Measurement Technicians

Deleted in 1999.

Letter of Understanding No. 54A

between

Terasen Utility Ltd.

and

Local 213, International Brotherhood of Electrical Workers

Job Site Mustering – Interior and Island Units

For an employee to commence job-site mustering requires mutual agreement between the employee and the manager. It will normally occur only in situations where there is a demonstrable increase to an employee's effectiveness in performing his/her job.

1. For an employee, the agreement to job-site muster is voluntary, and irrevocable.
2. An employee choosing job-site mustering will:
 - (a) Take a Company vehicle home and park it in a location approved by the Company and
 - (b) Travel on his own time to and from his first and last call within a 30 km radius from his residence. If his first or last job is beyond the 30 km radius, the extra distance is traveled on Company time.

3. To ensure adequate coverage, if a job-site-mustered employee relocates his residence subsequent to entering into job-site mustering, mutual agreement between the employee and the manager (per the preamble) will be required to continue with job-site mustering.
4. No employee may job-site muster outside a designated Terasen service area.
5. All employees accept responsibility for responding to after-hours callouts and will normally make themselves available for such callouts . In the event of a significant disruption, due to earthquake, fire, flood, hurricane, general system outage, etc., all employees must radio or phone in their availability as soon as possible.
6. The Company vehicle must not be operated for personal use or to transport people or items, other than on Terasen business.
7. When the vehicle is parked, all doors, windows and bins must be closed and locked. Items likely to be the target of theft must be hidden from view as much as practical. Employees assume all risks associated with personal property left in the vehicle.
8. The vehicle must be kept clean and orderly at all times. The employee is responsible for making arrangements for mechanical maintenance. Cleaning of the vehicle (including washing) must be done during non-working hours.
9. The manager may require that the vehicle be returned to a Terasen compound for all absences exceeding 3 calendar days.
10. When an employee will be commuting between home a Terasen compound for 3 or more consecutive days, s/he may be required to leave the vehicle at the compound.
11. A job-site mustered employee who does not comply with the foregoing will be directed by his manager to return the Company vehicle and muster from his designated compound.
12. This Letter of Understanding expires on March 31, 2001 unless renewed by the parties in writing.

For Terasen Utility

For Local 213 of the IBEW

 Franz Scherubl
 HR Corporate Governance

 Randy Loski
 Business Representative

 Date

 Date

LETTER OF UNDERSTANDING NO. 55

between

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

and

TERASEN UTILITY LTD.

**Regarding Reductions in the Number of
Dependent Backhoe Contractor/Operators**

Deleted in 2001.

LETTER OF UNDERSTANDING NO. 56

between

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

and

TERASEN UTILITY LTD.

Regarding the various roles of Construction and Maintenance (C&M) Crews

Fielding the appropriate resources for the various types of work undertaken by C&M crews is in the best interests of the company, the employees and the union.

The IBEW classifications currently engaged in C&M work are Welder 1 (Interior), Crew Leader/Distribution Mechanic 1 (Crew Leader), Distribution Mechanic/Apprentice (DM/A), Equipment Operator 1 (EO1) and Dependent Backhoe Contractor/Operator (DBC).

This LOU establishes two new classifications: Distribution Mechanic/Excavator (DMX) and Equipment Operator/Distribution Mechanic (EODM).

The DMX will function as a DM/A in every respect, and in addition will operate various excavation equipment such as Bobcats, mini-excavators and mini-backhoes, and other equipment of similar or lesser complexity. Equipment such as “walk-along-plows” and “vac-trucks” are not considered excavation equipment in this context and will therefore be operated by DM/As as well as DMXs.

The EODM will function as a DM or DMX in every respect, and in addition will operate equipment associated with the EO1 classification and other equipment of similar or lesser complexity.

The rate of pay for DMX will be \$22.88 (Coastal) and \$24.41 (Interior).

The rate of pay for EODM will be \$24.89 (Interior) and \$23.33 (Coastal).

This LOU supercedes Article 36.05 with regard to A and B crews.

Crews appropriate to the task at hand will be made up by the Area Manager in consultation with the Crew Leader.

The key principles for crew makeup are:

- (1) the crew can perform the task(s) safely;
- (2) the crew can perform their day's work efficiently; and
- (3) the crew is made up of employee(s) in appropriate classifications:
 - a) a Crew Leader with any combinations of C&M classification(s) properly trained for the required work (DA's competencies are confirmed in their log books), or
 - b) a single employee consisting of a DM or higher classification performing the duties of C or D crews, or duties of similar or lesser complexity (Article 36.05).

The DMX will be treated as a unique classification (e.g. for purposes of headquarter selection) but with common classification seniority with the DM. Employees bumping a DMX based on DM classification seniority must be able to operate the excavation equipment in a productive, safe and competent manner with a reasonable amount of appropriate training. If the bumping employee cannot meet this standard s/he must bump a regular DM.

The key principle in transitioning from the current state to the new state is to be as non-disruptive as possible.

The company will declare the number of new classifications which will initially be established at each muster or location*, and promotion to DMX will be offered to DMs at that location in order of union seniority subject to their ability to being able to operate the excavation equipment in a productive, safe and competent manner with a reasonable amount of appropriate training. DMs have the right to decline the promotion, however this may result in junior DM(s) being displaced by a DMX from another muster or location as the result of a headquarter selection process which will occur at the time of implementation..

*Location is defined as the Headquarters in the Interior Unit (28.11.2), the Headquarters Group in the Metro Unit (28.04.4), and the District in the Fraser Valley Unit (28.10.3.3).

In the Interior, EO1s will be promoted to EODM subject to their ability to perform all of the duties of the DMX in a productive, safe and competent manner with a reasonable amount of appropriate training. EODM will be a separate classification with separate classification seniority.

As EO1 or EODM vacancies occur at an Interior location, the company may, providing it is not increasing the total number of DMs, EOs and EODMs at that location, adjust the ratio of DM, DMX and EODM at that location through internal promotion (at that location). The same selection criteria as above will apply.

This LOU does not in any way compromise the company's rights with respect to contracting out.

This LOU will be implemented in a timely manner as soon as appropriate training for the new classifications is developed and available.

During the transition phase, each DMX and EODM will be paid the new rate upon being fully competent in her/his new classification.

Effective the date of signing of this LOU and up to and including November 30, 2000 the company agrees not to lay off to the recall list any C&M employee as a direct consequence of the implementation of this LOU. The union agrees that this commitment is only possible if the company has the right to assign these employees to any available work outside of their regular work areas in order to avoid temporary layoff.

An employee can choose layoff to recall as an alternative to transferring to the location at which the company can keep her/him employed.

On behalf of Terasen Utility

On behalf of Local 213 of the IBEW

Franz Scherubl

Rick Dowling

Date

Date

LETTER OF UNDERSTANDING NO. 57

between

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

and

TERASEN UTILITY LTD.

**Regarding the new job classifications of System Operations Technicians,
and System Operations Apprentice**

The parties agree to replace the current classifications of Industrial Technician, Pressure and Measurement Technician 1, 2, and 3, and Station Mechanic 1 with the merged classification of System Operations Technician (SOT).

Job Description: A **System Operations Technician** shall, without direct supervision:

- install, activate, maintain and repair all equipment used in flow control / gate / regulation / valve and customer metering stations, including but not limited to pressure control, measurement, telemetry and odorant systems; and all classes of gas utilization equipment, including satellite propane and LNG facilities, and NGV compressor and dispenser systems.
- operate mobile LNG transport and vaporization systems.
- direct the work of others, who are acting as helpers or providing support services on job sites.
- perform other duties of a similar or lesser complexity as required.

Technical Qualifications:

Must successfully complete the System Operations Apprentice program, and possess a valid Provincial Class A Gasfitter's License, or in the case of an employee with a Diploma of Technology have successfully passed the exam of the Provincial Class A Gasfitter's License program.

The parties also agree to create an internal System Operations Apprentice (SOA) Program to encourage the promotion of employees from within the bargaining unit.

Job Description: A **System Operations Apprentice** shall be trained in all job skills identified within the System Operations Technician job description, and shall progressively perform all aspects of this work without supervision as stipulated by the System Operations Apprentice Program.

Technical Qualifications: Must have:

Possession of a valid Provincial Class B Gasfitter's License, and Grade 12 education with Math 12 and Physics 12, or equivalent, and Post secondary training in pneumatic and electronic process instrumentation, equivalent to 6 units of the BCIT Electrical and Electronic Technology curriculum or another equivalent, recognized post secondary curriculum;

or,

Possession of a valid Provincial Class A Gasfitter's License, and Post secondary training in pneumatic and electronic process instrumentation, equivalent to 6 units of the BCIT Electrical and Electronic Technology curriculum or another equivalent, recognized post secondary curriculum;

or,

A Technologist Diploma in Instrumentation or a field related to the natural gas industry.

Wage rate:

Based on the pay rates in effect in the 1994 - 1998 collective agreement:

	Coastal	Interior
Start rate	\$23.88	\$25.48
18-month rate	\$25.40	\$27.10
End rate	\$26.60	\$28.38

Progression:

After a total of thirty-six months satisfactory performance, and subject to demonstrated ability to perform all core competency job skills identified in the System Operations Apprentice Dacum job profile, and subject to possession of a valid Provincial Class A Gasfitter's License or, in the case of an apprentice with a Technologist Diploma have successfully passed the exam of the Provincial Class A Gasfitter's License program, a System Operations Apprentice shall progress to System Operations Technician.

Progression to the 18-month rate is also subject to meeting the appropriate competency requirements which are being developed as part of the SOA Program.

An employee shall not be denied progression due to lack of internal training opportunities which are not attributable to the employee.

The company shall develop appropriate non-technical qualifications and consult with the union in the usual manner prior to bulletining a System Operations Technician or Apprentice vacancy.

1. The company's Trades Training Group, in consultation with the Progressional Training Advisory Board (PTAB) shall finalize a Dacum chart and establish an appropriate

training program for Apprentices

2. Incumbent Industrial Technicians, Station Mechanic 1s, and Pressure & Measurement Technician 1s and 2s who currently meet all the qualification requirements for System Operations Technician, except for the six units of BCIT or equivalent, shall be reclassified to System Operations Technician at the end rate effective the first complete pay period following official notice of ratification of this LOU. Incumbent employees who possess a Technologist Diploma are not required to write the exam of the Provincial Class A Gasfitter's License program in order to be reclassified to the end rate.
3. Incumbent Station Mechanic 1s and Pressure & Measurement Technician 1s and 2s who do not currently meet all the qualification requirements for System Operations Technician as described in the preceding paragraph shall be held at the 18-month rate of the System Operations Technician classification until such time as they obtain those qualifications in the future. These incumbent employees are not required to obtain the additional qualifications, but they will not progress past the 18-month rate without the additional qualifications.
4. Incumbent Pressure and Measurement Technician 3s shall be reclassified to System Operations Apprentice and advance to the 18-month rate and/or to the end rate of Systems Operations Technician at the appropriate time (including their time as PMT3) subject to the requirements specified under "Progression" above.
5. Reimbursement for the Class A Gasfitter course shall be in accordance with the company's Administrative Instruction HMR 400-1, and incumbent SOTs and Station Mechanic 2s(SM2s) shall be deemed to have the highest relevance (reimbursement at 100%).
6. Incumbent Industrial Technicians shall be red circled at \$27.48 per hour and Article 24.04 will no longer apply to them. Red circled means their hourly rate shall be held at \$27.48 until the SOT hourly rate exceeds \$27.48, at which time they shall receive the higher SOT hourly rate.

Seniority:

Regional and Unit Seniority are unaffected by this LOU.

Future System Operations Technicians shall establish Classification Seniority in the usual manner.

An incumbent's Classification Seniority as System Operations Technician shall be the date of his classification seniority in his current classification (i.e. I/Tech, PMT, SM1), except incumbent PMT3's will establish classification seniority as System Operations Technician on the date of their progression to the end rate.

In the event of future layoff of employees now being reclassified to System Operations Technician by operation of this LOU, the order of layoff shall be based on their existing classification seniority in the predecessor classifications (I/Tech, PMT1/2/3, SM1). For example: if the reduction is a result of changes to Gate Station or Regulator Vault maintenance frequencies, the reduction will occur in the following order:

1. Lowest System Operations Tech. seniority (those who are not among the currently reclassified incumbent I/Techs, PMTs or SM1s)
2. Lowest SM1 in affected unit (even though he may be senior to another Technician who is a former Industrial Tech, for example).

Employees holding classification seniority in any of the predecessor classifications shall retain bumping rights into those classifications. They would bump firstly the junior System Operations Tech in the Unit hired subsequent to this merger, and secondly the junior employee in terms of classification seniority in the predecessor classification. The principle is that an employee cannot gain or lose job security by this merger.

An employee bumping in is subject to the same competency requirements and pay progression as the incumbents being reclassified by this LOU.

Employees holding recall rights to any of the predecessor classifications shall be treated in the same manner as employees holding bumping rights.

Agreement with respect to incumbent SM2s:

This LOU supercedes the AA Crew of Article 36.05. However it is understood that the relationship between the current SM2s and the group formerly known as SM1 (now part of SOT) shall not be prejudiced by this restructuring:

- This agreement is not an attempt to compromise the safety or effectiveness of employees engaged in Station work or any other work performed by SOTs, SOAs or SM2s.
- The company will continue the current practice of current SM2s working with SOTs to perform certain Station work on the Lower Mainland.
- Going forward, the company will assign the number and classification of employees appropriate to any System Operations work at hand (per the first bullet above).

Incumbent SM2s shall have right of first refusal, in order of seniority, to provide relief for SOTs on the Lower Mainland. Their relief hourly rate shall be at the 18 month rate or the end rate commensurate with the individual SM2's qualifications (per paragraphs 3 and 4 under Progression).

Incumbent SM2s shall be deemed to be qualified for future SOT bulletins and their hourly rate as SOT determined pursuant to paragraphs 3 and 4 under Progression.

This merger shall not result in the layoff of any current incumbent in the merged classifications, nor any current incumbent SM2. This commitment expires on November 30, 2000.

On behalf of Terasen Utility Ltd.

On behalf of Local 213 of the IBEW

Franz Scherubl

Randy Loski

Date

Date

LETTER OF UNDERSTANDING NO. 58
between
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and
TERASEN UTILITY LTD.

This Letter of Understanding applies to the following Interior and Island Region employees only:

- Measurement & Controls Technicians
 - Measurement Group Leader
 - Operations Technician
 - System Operations Technician/Apprentice
 - Compression & Controls Technician
 - Employees when engaged in system survey
 - Employees when engaged in transmission line patrol
1. These employees may, by mutual agreement with their manager, work a four-day-week when scheduled out-of-town for an entire calendar week;
 2. They will work three ten-hour days (Monday through Wednesday), followed by a seven-and-one-half hour day (Thursday), followed by Friday off;
 3. No overtime will be paid for the normal working hours described above;
 4. If a statutory holiday occurs during the week, the four-day work-week can be scheduled only if the stat falls on the scheduled seven-and-one-half hour work day (the Thursday);

5. Productivity - as measured by number of activities, time per activity, and unit cost per activity - must be maintained or improved;
6. Customer satisfaction must be maintained or improved;
7. Safety record must be maintained or improved;
8. Work must be completed according to procedures and policies;
9. There can be no additional cost to the company (including additional management time to administer this LOU).

On behalf of Local 213 of the IBEW:

On behalf of Terasen Utility:

Randy Loski

Franz Scherubl

Date

Date

LETTER OF UNDERSTANDING NO. 60
between
LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
and
TERASEN UTILITY LTD.

EMERGENCY RESPONSE & STANDBY

Preamble:

Terasen Utility must provide for safe and reliable emergency response throughout its service area at all times. In greater Vancouver and the Fraser Valley, large numbers of employees and managers provide a substantial resource pool from which to draw employees for emergency response. In the towns throughout the remainder of the province the much smaller local resource pools necessitate that employees provide formal standby to ensure reliable emergency response at all times.

Terms and conditions:

1. As a group, the Sales and Service Technicians (SSTs), Customer Service Agents, District Agents and Distribution & Service Technicians (DSTs) in the Interior, North Island and Sea to Sky Units shall provide standby and emergency response on a 24x7x365/366 basis.

2. In towns employing classifications other than SSTs, other qualified employees may volunteer to join the standby pool to the extent that capacity will allow (e.g. if the SSTs are covering all the standby among them, there will be no capacity for others to join the standby pool). These other employees must commit to the standby pool for periods of not less than one calendar year.
3. Failing agreement on some alternate arrangement, all SSTs in a standby pool are expected to provide standby equally over the course of a year. In the event of an unscheduled absence by an employee who is scheduled to provide standby coverage, another employee from the standby pool shall cover the period of absence and shall be compensated at the appropriate standby premium rate.
4. In all one-employee-towns, the SST must provide not less than 40 complete calendar weeks of standby coverage each calendar year. Normally a SST in a one-employee-town will schedule "off-standby" only in one-calendar-week blocks.
5. A SST on standby has the option of handing off parts of weeks to other qualified, company-authorized resources within the town. This hand-off is the responsibility of the SST and must be formally documented.
6. Within each of the following six geographic areas, all SSTs are expected to share out-of-town standby equitably within their own geographic area:
 - Chetwynd to Williams Lake
 - 100 Mile House to Merritt
 - Salmon Arm to Revelstoke (including Vernon)
 - Kelowna to Princeton (including Osoyoos)
 - Grand Forks to Trail (including Nelson)
 - Creston to Sparwood
7. The standby premiums shall be as follows:

Monday to Friday:	\$30/day
Saturday and Sunday (24-hour standby):	\$75/day
Saturday (when day shift coverage is provided):	\$50/day
Days observed as statutory holidays:	\$30 plus one paid day off in lieu
8. There is no requirement for the company to dispatch a second SST into a one-employee-town unless the regular SST in that town is on time off. Therefore the SSTs in one-employee-towns shall bank their days in lieu of stats for the purpose of taking time off in one week blocks.
9. All employees may deposit their standby premiums into their overtime bank.
10. An SST in a one-employee-town may book off the week of Christmas no more than once every three years.
11. Out-of-town coverage for the week of Christmas shall be rotated among all the SSTs in their standby pool.

On behalf of Terasen Utility

On behalf of Local 213 of the IBEW

Franz Scherubl

Randy Loski

Date: _____

Date: _____

Letter of Understanding No. 61
JCC Proposal for Metro Intra-crew Relief

For consideration by Metro Unit Employees with DM1 and DM/DMX classifications within Operations Management:

For trial purposes and without prejudice in 2002 in the Metro Unit "work group" previously defined in LOU 31 1.01 as the "Muster", will now be considered the "Crew". This in effect is a one year trial of intra crew relief in the Metro Unit.

This proposal will create:

18 crew pairings

- 7 base crews
- 11 construction crews
- DM relief pool

Relief will be provided from within each crew

Construction crews are re-headquartered as a unit

Increased summer time off

Company Plus

Employee Plus

Truck, job/work ownership
Better tool inventory control
Job continuity
More equitable division of relief
100% truck utilization

Truck, job/work ownership
More consistent tool availability
Job continuity
More equitable division of relief
Increase of summer sign up from 15% to 22%

Improved job scheduling

Employee Negative

Less up time for the senior DMs

For each type of crew the identified pros and cons are:

Base Crew Plus

Preferred location

Truck ownership

Increase of summer time off from 15% to 22%

Construction Crew Plus

Truck ownership
Increase of summer time off from 15% to 22%

Except where other relief applies DM's will bonus up when partner Crew Leader is absent

DM's matched up with partner with same location preferences

Base Crew Negative

No concurrent time off with partner

Relief Pool Plus

More openings for vacation time (no partner restriction)

Increased opportunities to fill vacancies in preferred locations

Construction Crew Negative

No concurrent time off with partner

Relief Pool Negative

Little opportunity for up time

Crew Selection within the Construction Workforce

In order to establish the crew match up in the construction force a location preference sign up will be issued to all construction personnel. Crew Leader and DM will be matched by selection preference based on seniority. The DM will maintain the option of opting for the relief pool. The crew will then be assigned as a unit for work in their preferred area based on seniority of the Crew Leader. Vacancies filled by members of the relief pool will be assigned based on seniority and area preference. Altering temporary headquarter assignments will not be considered if there is a penalty

incurred to the Company either with regard to work continuity or travel time expenses. Assignment to areas not to the crews benefit (i.e. not closer to home) will be based on reverse seniority of the Crew Leader and at no cost to the company in keeping with LOU 39.

Enhanced Relief Opportunities for DM's Laid Off from DM1 Classification

In order to facilitate the implementation of the proposed compound and crew selection (intra crew relief) in Metro for 2002 we propose that the 3 laid off Crew Leaders (Metro), Graeme Mounce, Mike Cooper, Rob Favaro, and 1 bumped Crew Leader (Fraser Valley) Mark Robinson will be provided relief Crew Leader opportunities on the following basis, once the crew pairings have been established:

The above named DM's ...

1. Must fill their partners vacancies either scheduled or unscheduled (in 1 week blocks or greater).
2. Can fill scheduled Crew Leader vacancies in blocks of 1 week or more that appear on the Master Vacation Schedule. This is a one time opportunity to be exercised once the schedule is complete.
3. The relief will follow any changes to the vacation schedule, where practical, that do not conflict with point one.
4. Relief of unscheduled absences will be by intra-crew relief
5. Article 7.03.4 does not apply
6. This will be at no cost to the company: ie No travel time expenses will be paid for relocations of DM's to accommodate this relief process

Acceptance

We propose an information meeting for all affected employees (exclusive of dump truck, and backhoe operators, company and contractor) where the JCC will present the proposal and answer all reasonable and appropriate questions. Upon completion of this session a secret ballot supervised and scrutinized by the IBEW will be held. A simple majority of those voting will be required for ratification.

The ballot will read:

“I agree to accepting the proposal.”

Yes

No

This proposal will expire on February 28, 2003 until otherwise agreed by the parties.

LETTER OF UNDERSTANDING NO. 62

New Job Classification – Distribution & Service Technician

The company and the Union have agreed to introduce the new classification of Distribution and Service Technician. At this time, this classification is to be utilized in 100 Mile House and Fort Nelson only. Should the company decide to expand this classification into other headquarters, it shall do so only after consultation with the union.

The Distribution and Service Technician will function as a Sales and Service Technician or Crew Leader in every respect and, in addition, may operate excavation equipment if trained to do so.

The Distribution and Service Technician will be a separate classification with separate classification seniority. A DST does not establish Classification seniority as an SST or a Crew Leader by virtue of being awarded this classification.

The rate of pay will be \$26.87 per hour (Interior) – April 1, 2002 rate.

BUMPING

In the event of an SST job closure in a HQ with a DST, the incumbent SST in that location may bump the DST in that location only provided s/he has more classification seniority as an SST than does the DST. The incumbent bumping a DST based on SST classification seniority must be immediately capable of obtaining a valid company OA2 welding ticket through normal internal training.

If the incumbent SST cannot meet this standard, s/he will not be able to bump into this position. In that event, the normal bumping options of Article 7 apply.

In the event of a DST job closure, the DST shall have the right to bump an SST or a Crew Leader, pursuant to Article 7, only if s/he has sufficient classification seniority in those classifications.

On behalf of Terasen Utility

On behalf of Local 213 of the IBEW

Franz Scherubl

Randy Loski

Date

Date

Letter of Understanding No. 63

Between

Terasen Utility Ltd.

And

International Brotherhood of Electrical Workers, Local 213

Overtime Leave Bank for Employees Subject to Seasonal Layoff:

This Letter of Understanding confirms the agreement reached at the Joint Consultative meeting on July 17, 2002. It applies only to employees in classifications/locations subject to seasonal layoff as determined by Terasen.

For such employees, article 34.01 is amended to allow the entire 200% overtime compensation to be deposited into their overtime bank.

Employees who make such election agree to use part of their overtime bank for purpose of postponing or avoiding seasonal layoff. The equivalent of the first ten days pay deposited into the employee's overtime bank each year shall be made available for scheduling time off, at the discretion of the company, in order to postpone or avoid seasonal lay-off.

Amounts greater than the equivalent of 10 days pay each calendar year may be cashed out at the discretion of the employee.

Eligible employees may participate in this process through an annual election co-ordinated by the Terasen Human Resources Department. Normally the election will occur near mid-year.

On behalf of Terasen Utility

On behalf of Local 213 of the IBEW

Franz Scherubl

Randy Loski

Date

Date

LETTERS OF UNDERSTANDING APPLYING TO VICTORIA UNIT ONLY:

LETTER OF UNDERSTANDING #1 (*Subject to resolution of bargaining representation issues- 2004 Adjustment Plan*)

EX-OTEU GROUP

These provisions apply to those employees who were previously covered by the OTEU 378 - B.C. Hydro Agreement. All employees will be subject to the terms of the IBEW Local 213 Collective Agreement. If there is any conflict between these provisions and the conditions contained in the IBEW Agreement, then the terms of the IBEW Agreement will prevail. Any specific matter not referred to in this Appendix will be deemed to be covered by the provisions of the IBEW Agreement. These employees are:

- ♦ K. G. Andrews
- ♦ P. Gallagher
- ♦ S. Manner
- ♦ R. Savage
- ♦ C. K. Silburn

The Company agrees that Mr. Silburn's salary shall be maintained at the existing level. His job description is being reviewed and his job will be restructured to reflect changes in responsibility level within the organization.

The Union seniority and classification seniority accrued by these employees will be deemed to be Local 213 I.B.E.W. seniority and be recognized in all areas of the Agreement where seniority applies. All accredited service with B.C. Hydro and Victoria Gas Company (1988) Ltd. will be recognized as continuous for all purposes where length of service is a factor.

The Company agrees to extend the same provisions relating to technological change to EX-OTEU members as has been agreed to for IBEW members.

All other conditions of employment, benefits, hours of work etc. as specified in the Local 213 I.B.E.W. Agreement will apply to these employees.

All new employees would be covered by the Local 213 I.B.E.W. Agreement.

The Company agrees that the following positions previously covered by the OTEU certification will be subject to the terms of the Local 213 IBEW - Victoria Gas Company (1988) Ltd. Collective Agreement.

- ♦ Gas Instrument Technologist
- ♦ Work Leader
- ♦ Dispatcher/Control Clerk
- ♦ Budget Cost Clerk
- ♦ Systems Survey Clerk
- ♦ Gas Distribution Planner

The Company is prepared to accept that the OTEU job evaluation system will no longer apply. It is to be understood that the current salary rates are not to be considered the only rate for the positions shown since other positions of lesser or more responsibility may be added from time to time. The Company agrees to utilize Articles 5.01 and 5.02 of the IBEW Local 213 Agreement in dealing with jobs being added or deleted.

R. Dowling D. Bell
International Brotherhood of Centra Gas British Columbia Inc.
Electrical Workers, Local 213

Date

Date

LETTER OF UNDERSTANDING #5 (subject to resolution of jurisdiction issues)
CORROSION CONTROL TECHNOLOGIST

It is understood and agreed by both Parties that the Company will provide training for IBEW (213) company employees to qualify as Corrosion Control Technologist by use of the Company's existing qualified staff, enrolment in Corrosion apprenticeship program, by use of Vocational or similar institutes, or a suitable combination of these, to assist in meeting the Company's Corrosion Control Technologist requirements. This arrangement shall not preclude the hiring of Corrosion Control Technologist Trainee from any other source.

A Corrosion Control Technologist Trainee shall receive 80 percent of the hourly rate paid a Corrosion Control Technologist and increases at one year intervals of 5 percent up to the 100 percent rate upon successful completion of the 4 year training program.

At the time of the selection to the program, the Corrosion Control Technologist Trainee may receive up to 24 months credit if they have a Technologist's Diploma based on the apprenticeship Branch of Skills and Training of the recruit's prior experience and qualifications.

Evaluation and selection of the applicants will consider the certificates and/or licenses held by the applicant which are indicative of the skills required to enroll in the instrumentation apprenticeship program.

1.0 RIGHTS OF WITHDRAWAL FROM PROGRAM

1.1 A Corrosion Control Technologist Trainee upon completion of their first year in the position/program may not voluntarily withdraw from the program.

2.0 RIGHTS TO BID ON OTHER JOBS DURING THIS PROGRAM

2.1 A Corrosion Control Technologist Trainee who has entered into a Corrosion training program may not bid on other positions posted within Centra Gas BC.

2.2 A Corrosion Control Technologist Trainee who accepts another Corrosion position with Centra Gas BC shall continue their wage progression until such time as their training is complete regardless of the corrosion position applied for.

3.0 TRAINING REQUIREMENTS

3.1 The Company shall ensure the Corrosion Control Technologist Trainee works under the direction of a Corrosion Control Technologist and receives the required training and skills to complete the program.

3.2 The Union recognizes the need for the Trainee to travel to other areas of the Centra Gas BC system to ensure adequate training and completion of the program.

4.0 PROGRAM COMPLETION

4.1 A Corrosion Control Technologist Trainee who fails to pass their post secondary training in any one year of their apprenticeship, the Company will provide one additional leave of absence up to

six (6) weeks, without pay to attend the next available training session and examination, or longer if required.

4.2 A Corrosion Control Technologist Trainee who fails their post secondary training twice within a given year of their apprenticeship or fails in any two years of the 4 year program shall revert to their previously held position or an equivalent position in accordance with Article 4.02, 2nd paragraph. The Company may, at its discretion, review any extraneous circumstances that may have prevented the successful completion of the post-secondary training.

4.3 A Corrosion Control Technologist Trainee who fails their post secondary training in any one year of their program shall have their wage progression postponed until such time as they successfully complete the training and examination.

R. Dowling
International Brotherhood of
Inc.
Electrical Workers, Local 213

D. Bell
Centra Gas British Columbia

Date Date

LETTER OF UNDERSTANDING #13
SALES RELATED POSITIONS

The Company and the Union recognize that employee classifications which have sales related duties necessitate working hours and days which will accommodate the needs and availability of future and existing customers. Both parties also recognize that employees have certain basic requirements as it relates to family and lifestyle. In consideration of both the market and employee needs, the Company and the Union agree to the following flex time arrangements for employee classifications which have sales related activities.

1. The normal working hours for all sales related employees shall be 08:00 to 12:00 and 12:30 to 16:30 except as otherwise provided by paragraphs (2) and (3).

2. Eight hours shall constitute a normal working day, however, the normal starting time may be scheduled between 7:30 a.m. and 10:30 a.m. and shall be determined by operating requirements. Starting times may be scheduled after 10:30 a.m.. Should this occur, a premium of 10% of base wage will be paid for all hours worked in a day where the start time was scheduled after 10:30 a.m. Normally a schedule shall be provided to a sales related position seven calendar days in advance of any change.

1. The normal work week shall consist of 40 hrs. for five consecutive days with the understanding that the employee shall receive two consecutive days off in a seven day period. Every effort shall be made to schedule the work week such that Sunday shall be one of the normal days off.

R. Dowling
International Brotherhood of
Electrical Workers, Local 213

D. Bell
Centra Gas British Columbia Inc.

Date Date

LETTER OF UNDERSTANDING #15
PENSION PLAN

The Company and the Union agree that this Letter of Understanding No. 15 constitutes the entire agreement, as it relates to pension plan, between the parties and supersedes and replaces all previous agreements, including but not limited to Supplementary Information - Pension Plan and practices both written and oral.

All eligible privatized employees (i.e. all eligible employees hired on or before March 31, 1989 and still in the employ of the company who have cashed out the B.C. Hydro Pension Plan) shall join the pension plan effective January 1, 1990. All other employees are now required to join the plan on the first day of employment. Notwithstanding the preceding in this paragraph, the parties agree and acknowledge that only one (1) employee of the Company, John Muir, did not cash out of the B.C. Hydro Pension Plan, and is therefore not required to join the Company Plan. He will remain on the B.C. Hydro equivalency, pension plan arrangement.

The Company will establish a Pension Plan with the following provisions:

Contributions are fully paid by the Company, and are fully vested after two year's plan membership.

Pension formula is 1.1% of final average earnings up to the final YMPE plus 1.7% of final average earnings in excess of the Final YMPE, multiplied by number of years' of plan membership.

Final average earnings is the highest annual average of earnings in any three consecutive years in the ten years prior to retirement. Final YMPE is the annual average of the year's maximum pensionable earnings under the Canada Pension Plan in the same period used to determine final average earnings.

Normal retirement age is 65 years. Early retirement with Company consent is allowed after age 55 with two years of plan membership. An unreduced pension is payable from age 62, or from age 55 if age plus years of service equals 85 years or more. Otherwise, a reduced pension is payable equal to the accrued pension reduced by 3% per year if retirement age is less than 62. For those employees hired on or before March 31, 1989, service with B.C. Hydro will be recognized when calculating service for early retirement eligibility without reduction, although not calculated as contributory years of plan membership.

Normal form of pension for members with a spouse at retirement is a pension payable for the lifetime of the member, with 60% continuation to the surviving spouse after the member's death.

Normal form of pension for members without a spouse at retirement is a pension payable for life with a guarantee of at least 60 monthly payments.

R. Dowling D. Bell

International Brotherhood of Centra Gas British Columbia Inc.
Electrical Workers, Local 213

Date Date

LETTER OF UNDERSTANDING #17

The Company and the Union will continue to be bound by the current Collective Agreement. The Union and the Company agree, with respect to the shiftwork at the Garbally Operations Call Centre, to the following:

1. That while the Company's normal shift requirement would be three (3) rotating eight (8) hour per day shifts on a 24 hour schedule, in recognition of the Union's request, the Company will adopt two (2) - twelve (12) hour rotating shifts on a 24 hour schedule. (i.e. Day shift from 0700 to 1900 hours and night shift from 1900 to 0700 hours).

2. That the agreed to shift rotation will not result in increased costs to the Company.

3. That employees will be kept on their shift schedule and paid twelve (12) hours per scheduled working day absent for sick leave. Employees who become eligible for income continuance will be paid in accordance with the plan document based on a forty (40) hour work week.

4. That all twelve (12) hour shifts will be paid for at straight time hourly rates.

5. A clerk not scheduled to work a Statutory Holiday will be paid eight (8) hours of straight time pay. A clerk scheduled to work a statutory holiday shall receive eight (8) hours of straight time pay plus double time for all hours worked. Premium time shall be placed in the vacation overtime (V.O. Bank).

"The days in lieu of a statutory holiday" language in Article 18.03.1 will apply to the eight (8) hours day shift only.

It is understood that when an employee's shift falls on a statutory holiday and the Company deems that the shift is not required, the Company may pay the employee 12 hours at straight time and have the employee take that day off. If the employee is required to work, the terms and conditions of the collective agreement will apply.

6. That Article 27.04 will govern the shift premium applicable for all days of the week including Saturday and Sunday. It is understood that only the last four (4) hours worked of the day shift and all twelve (12) hours worked of the night shift are eligible for the shift premium.

7. Any additional hours worked beyond eight (8) hours on the day of a shift transition from eight (8) hours to twelve (12) hours will be paid as per the contract.

8. All shifts will have a 30 minute paid on the job meal break instead of time off.

9. That, with respect to overtime, all references to an eight (8) hour day in the Collective Agreement shall be interpreted to mean a twelve (12) hour day for the purposes of this Letter of Understanding No. 17.

10. That all annual vacation, SWYL, and phased retirement will be converted to its hourly equivalent and time off can be taken in twelve (12) hour days for any employee taking time off while they are working a twelve (12) hour shift or in eight (8) hour days for any employee taking time off while they are working a regular eight (8) hour day.

11. That shiftwork will be scheduled on a rotating basis and the period of the schedule shall be: -three (3) - twelve (12) hour shifts on; three (3) - days off; three (3) - twelve (12) hour shifts on.

12. That should either party find that the 12 hour shift rotation becomes unacceptable, upon 60 days written notice, the shift shall revert back to three (3) rotating eight (8) hour shifts in a 24 hour schedule. The new shift schedule will be agreed to by the Company and the Union.

13. WCB - Employees will continue to be paid 85% of normal earnings based on a forty (40) hour work week.

14. Leave of Absence for Jury Duty

Employees will be kept on their shift schedule and be paid twelve (12) hours for each work day absent.

15. Paid Leave of Absence - Compassionate

Days will be converted into their hourly equivalent to a maximum of twenty-four (24) hours.

16. Posting of Schedules

All schedules dealing with shift work will be posted seven (7) calendar days in advance of such schedule going into effect or the usual overtime provisions will apply but only to the shifts worked on the new schedule that fall within the seven (7) day notice period. Notwithstanding the above, emergency shift changes shall only require 72 hours notice. Where an employee is required to work during that 72 hours notice period, they shall receive overtime rates for all time worked other than their normal working hours.

- a) All paid straight time in excess of 2,080 hours in a calendar year will be taken as straight time off, and indicated as part of the normal schedule based on operational requirements.
 - b) All paragraph 17 leave will be paid at the employee's regular classification.
 - c) A clerk not scheduled to work a Statutory Holiday will not include any straight time hours paid for that day within the paragraph 17 yearly calculation.
 - d) A clerk not scheduled to work a Statutory Holiday shall include all straight time hours worked for that day within the paragraph 17 year calculation. Premium time places in the V.O. Bank will not be included within the yearly calculation, as well as any straight time paid for the Statutory Holiday taken off in lieu.
 - e) All V.O. straight time will count in the calculation. Premium V.O. will not count in the calculation.
17. Shift Transition

Employees changing from an eight (8) hour day to a twelve (12) hour shift, who have not received their normal days off immediately prior to a shift transition and as a result working in excess of forty (40) hours, will be eligible for overtime at the applicable rates. After completing a full shift, an employee will assume the normal days off of the employee being relieved.

18. Retroactivity

This Letter of Understanding will be retroactive for all current incumbents commencing from their start date in the Call Centre.

R. Dowling D. Bell
International Brotherhood of Centra Gas British Columbia Inc.
Electrical Workers, Local 213

Date Date

LETTER OF INTERPRETATION TO LETTER OF UNDERSTANDING #17,
CLAUSE 17

Any clerk who works five (5) days on and two (2) days off or a derivative of (i.e. 4 days of 10 hours), will not be included in Article 17. If any clerk in the above group is scheduled for shift relief they will be included in Article 17.

- a) All paid straight time in excess of 2,080 hours in a calendar year will be taken as straight time off, and indicated as part of the normal schedule based on operational requirements.
- b) All paragraph 17 leave will be paid at the employee's regular classification.
- c) A clerk not scheduled to work a Statutory Holiday will not include any straight time hours paid for that day within the paragraph 17 yearly calculation.
- d) A clerk scheduled to work a Statutory Holiday shall include all straight time hours worked in this calculation. All Statutory Holiday overtime banked hours will not be included in this calculation. Statutory Holidays taken in lieu are not included in the 2,080 calculation.

- e) All overtime hours worked will count in this calculation. All overtime hours banked or taken off will not be included in this calculation.
- f) Article 17 provision applies to all clerks, regular or temporary, as long as they exceed 2,080 hours.
- g) Straight time hours are deemed to be: hours worked, annual vacation hours, SWYL hours, sick time hours, and overtime hours worked.

LETTER OF UNDERSTANDING #18

The Company and the Union will continue to be bound by the current Collective Agreement and Letter of Understanding No. 17. The Company and the Union agree, with respect to the shiftwork at the Garbally Operations Facility Call Centre, to the following:

1.0 All Clerk 1 positions with a classification seniority date prior to January 1, 1994 will not, as a normal part of their duties, be required to work in either the eight (8) or twelve (12) hour shifts. They may be required to provide short-term emergency relief, however prior to asking them to provide this relief, the Company will:

- a) Call in a relief position (8 hour day shift)
- b) Call in a shift employee on days off
- c) Request overtime of on-duty shift employee

1.1 It is understood by the Company and the Union that this Letter of Understanding will not form part of the Collective Agreement.

R. Dowling D. Bell
 International Brotherhood of Centra Gas British Columbia Inc.
 Electrical Workers, Local 213

Date Date

LETTER OF INTERPRETATION

The Company and the Union agree that the following Clerk 1, Communications Centre groups are recognized as shift positions. The shift duties provided are:

- A. Twelve (12) hour rotating shift positions.
- B. Eight (8) hour day shift positions providing relief to Group A.
- C. Eight (8) hour day positions providing back-up relief to Group B.

Seniority shall normally be the factor that governs the Group (A, B, C) in which an employee works when a Clerk 1, Communications Centre position becomes available.

R. Dowling D. Bell
 International Brotherhood of Centra Gas British Columbia Inc.
 Electrical Workers, Local 213

Date

Date

LETTER OF UNDERSTANDING #19 (Applicable to both Island Units)

The Company and the Union agree that job sharing may occur under the terms of this collective agreement, however the Company reserves the right to determine if a position will be job shared through a job sharing arrangement. Company operations will be addressed through job share in the same manner as full time regular employment. There shall be no additional cost to the Company for job sharing positions.

Definitions:

1. Job Sharing Proposal: proposal initiated by employee(s) that request job sharing, identifying the proposed job share position and division of duties.
2. Job Sharing Agreement: where two (2) employees perform the duties and responsibilities of a single fulltime position.
3. Partners: employees participating in a job sharing arrangement.

Job sharing may be proposed to the Company where:

- a) one of the partners proposing the job sharing arrangement currently occupies the fulltime position being proposed for job sharing; or
- b) two partners propose to job share a vacant position.

The partner(s) outlined in the job sharing proposal must:

- a) First obtain an expression of interest from bargaining unit employees before looking for external candidates;
- b) Be employed as regular employee(s); and
- c) Be qualified for the position to be shared; and
- d) Be performing current job duties satisfactorily.

The job sharing proposal must include:

- a) duties and responsibilities equally shared (50%-50%) by the partners;
- b) written statement signed by the partner(s) requesting job share;
- c) preferred work schedule for partners with equal division of statutory holidays; and
- d) preferred start date.

Upon approval of a job share proposal, the Company will confirm each of the foregoing points.

In the event of partner absence due to scheduled days off such as vacation and SWYL or short term illness, the other partner will assume the work schedule. In the event one partner is absent for extended leave such as maternity leave or long term illness, and their partner cannot continue to provide fulltime job coverage, temporary assistance will be recruited.

In the event of vacated job share partnerships:

- a) where one partner leaves the job share position, the remaining partner may request Company approval to revert the position to fulltime employment of one employee. In the event a job sharing arrangement is to continue, the remaining partner will assume the work schedule of the vacancy until another suitable partner is selected.
- b) it is at the sole discretion of the Company, in the event that both partners leave a job sharing arrangement, to decide how the position will be refilled, that is, as a job share or as a fulltime regular employment.
 - i) Employees participating in a job shared position prior to April 1, 2000 – it is at the sole discretion of the Company, in the event that both partners leave a job sharing arrangement, to decide how the position will be refilled, that is, as a job share or as a full-time regular position.
 - ii) Employees hired for a job shared position after April 1, 2000 – it is at the sole discretion of the Company, in the event that one or both partners leave a job sharing arrangement, to decide how the position will be refilled, that is, as a job share or as a full-time regular position.
- c) Due to the uncertainty as to how well the job will be performed as a job share, up to a one year period will be utilized during which time the Company will assess the effectiveness of the job share.

Entitlement and Benefit Coverage:

Service will be calculated based on the deemed number of regular hours worked. Proration will apply to the following entitlements for time off:

- a) annual vacation;
- b) compassionate leave;
- c) Shorter Work Year Leave (SWYL);
 - i. upon entering a job share position, any portion of SWYL entitlement in excess of fifteen (15) days, shall be paid out.
 - ii. upon completion of a calendar year, a calculation will be done to determine the amount of SWYL accumulated in excess of 16 days. The amount in excess of 16 days will be paid out at 14.2% on the last pay period of January of the following year.
- d) sick leave entitlement
- e) Statutory Holiday Pay

Benefit coverage and company paid premiums for Group Life and Company Pension Plan will be prorated according to deemed number of regular hours worked.

Benefit coverage and employee-paid premiums under Income Continuance will be prorated according to deemed regular hours worked. The eligibility or qualifying period for Income Continuance benefit remains at 30 consecutive days.

Each partner will pay 50% of the premium for each of the benefit coverage below. Employees may be excluded from Provincial Health Care, Extended Health Care and Dental Care upon providing evidence of coverage under another group plan. The employee must enroll in the Company's benefits plan upon cessation of group coverage under another plan.

- b) Extended health care.
- c) Dental.

Wage Payment:

Upon successful application to a job sharing arrangement, the hourly wage rate for the position will apply. Wage progression in stepped positions will proceed when the employee has worked the equivalent number of regular hours.

Employees working in a job sharing arrangement will be paid in accordance to time reported through timesheet submission.

R. Dowling D. Bell
 International Brotherhood of Centra Gas British Columbia Inc.
 Electrical Workers, Local 213

Date Date

**LETTER OF UNDERSTANDING #21
Measurement Technician Trainee**

It is understood and agreed by both Parties that the Company will provide training for IBEW (213) Company employees to qualify as Measurement Technicians, by use of the Company's existing qualified staff, enrolment in an Instrumentation apprenticeship program, by use of Vocational or similar institutes, or a suitable combination of these, to assist in meeting the Company's Measurement

Technician requirements. This arrangement shall not preclude the hiring of Measurement Technicians from any other source.

A Measurement Technician Trainee shall receive 80 percent of the hourly rate paid a Measurement Technician and increases at one year intervals of 4 percent up to the 100 percent rate upon successful completion of the five year training program.

At the time of the selection to the program a Measurement Technician Trainee may receive up to 24 months credit if they have a Technologist's Diploma based on the Apprenticeship Branch of Skills and Training assessment of the recruit's prior experience and qualifications.

Evaluation and selection of the applicants will consider the certificates and/or licenses held by the applicant which are indicative of the skills required to enroll in the instrumentation apprenticeship program.

1.0 RIGHTS OF WITHDRAWAL FROM PROGRAM

1.1 A Measurement Technician Trainee upon completion of their first year in the position/program may not voluntarily withdraw from the program.

2.0 RIGHTS TO BID ON OTHER JOBS DURING THIS PROGRAM

2.1 A Measurement Technician Trainee who has entered into an instrumentation training program may only bid on other Measurement positions posted with Centra Gas B.C.

2.2 A Measurement Technician Trainee who accepts another Measurement position with Centra Gas B.C. shall continue their wage progression until such time as their training is complete regardless of the measurement position applied for.

3.0 TRAINING REQUIREMENTS

3.1 The Company shall ensure the Measurement Technician Trainee works under the direction of a Measurement Technician and receives the required training and skills to complete the program.

3.2 The Union recognizes the need for the Trainee to travel to other areas of the Centra Gas B.C. system to ensure adequate training and completion of the program.

4.0 PROGRAM COMPLETION

4.1 A Measurement Technician Trainee who fails to pass their post secondary training in any one year of their apprenticeship the Company will provide one additional leave of absence up to six (6) weeks, without pay to attend the next available training session and examination, or longer if required.

4.2 A Measurement Technician Trainee who fails their post secondary training twice within a given year of their apprenticeship or fails in any two years of their five year program shall revert to their previously held position or an equivalent position in accordance with Article 4.02, 2nd paragraph. The Company may at its discretion, review any extraneous circumstances which may have prevented the successful completion of the post-secondary training

4.3 Measurement Technician Trainee who fails their post secondary training in any one year of their program shall have their wage progression postponed until such time as they successfully complete the training and examination.

R. Dowling D. Bell
International Brotherhood of Centra Gas British Columbia Inc.
Electrical Workers, Local 213

Date Date

PENSION PLAN

The Company will provide the following assurances regarding pension matters:

- a)
 - (i) Employees who have cashed out of the B.C. Hydro Pension Plan as of this date shall be allowed to rejoin the Victoria Gas Company (1988) - B.C. Hydro equivalent Pension Plan for future service only, or
 - (ii) can join the Victoria Gas Company (1988) Pension Plan when negotiated
 - (iii) such decision to be made within 30 days of the establishment of the Victoria Gas Company (1988) Pension Plan.
- (b) The Company will endeavour to negotiate a reciprocal agreement with B.C. Hydro for employees joining the Company as a result of the privatization of the Victoria Gas Division to recognize joint contributory service with both Companies when calculating thirty-five (35) years service, for retirement purposes.
- (c) The Company will agree to the employees continuing to contribute to the B.C. Hydro Pension Plan for a period up to one year, in accordance with the terms of sale of the Company and during such period the Company shall match the employee's contribution.
- (d) The Company will negotiate a new Pension Plan for all employees hired after March 31, 1989 who are covered by the IBEW local 213 Agreement. Such negotiations will be conducted as soon as practicable following the ratification of the Collective Agreement. In the event the parties fail to reach agreement on the terms of a Pension Plan, it is agreed that a Mediator shall be appointed to assist the parties.

Letter of Understanding - Part-Time Position

This is to verify that the Company and the Union agree that effective immediately, one (1) position of Clerk 1, Communications Centre will be split into two (2) half time positions.

The hours of work for these positions will be a minimum of 4 hours per day, 5 days per week according to operational requirements. The hours of this position may change from time to time due to operational requirements. In the event of operational changes and upon mutual consent, the part time employee may be asked to work outside of normal office hours. The normal hours of operation will be Monday to Friday, 8:00 a.m. to 4:30 p.m.

Entitlement & Benefit Coverage:

Service will be calculated based on the deemed number of regular hours worked. Proration will apply to the following entitlements for time off:

- a) annual vacation
- b) compassionate leave
- c) Shorter Work Year Leave (SWYL);
 - i) Upon entering a part time position, any portion of SWYL entitlement in excess of fifteen (15) days, shall be paid out.
 - ii) Upon completion of a calendar year, a calculation will be done to determine the amount of SWYL accumulated in excess of 16 days. The amount in excess of 16 days will be paid out at the employee's regular rate on the last pay period of January of the following year.
- d) sick leave entitlement
- e) Statutory Holiday pay

Benefit coverage and company paid premiums for Group Life and Company Pension Plan will be prorated according to deemed number of regular hours worked.

Benefit coverage and employee-paid premiums under Income Continuance will be prorated according to deemed regular hours worked. The eligibility or qualifying period for Income Continuance benefit remains at 30 consecutive days.

- a) The part-time employee will pay 50% of the premium for each of the benefit coverage below. The employee may be excluded from Provincial health Care, Extended Health Care and Dental Care upon providing evidence of coverage under another group plan. The employee must enroll in the Company's benefits plan upon cessation of group coverage under another plan.
- b) Extended Health Care
- c) Dental

Wage Payment:

Employees working in a part-time position will be paid in accordance to time reported through timesheet submission.

Signed: _____ Dated: _____
Ab Yates, IBEW

Signed: _____ Dated: _____
Shannon Feeney
Centra Gas

Letter of Understanding

Job Description – Clerk 2, Communications Centre

The Company and the Union agree to the job description and title as attached. Kary Salvador and Donna Henderson currently job share the position of Clerk 3. As result of increased responsibilities and duties, their titles will be changed to Clerk 2, Communications Centre under this new job description effective February 26, 2002.

Duties & Responsibilities

- 1. Be able to perform all duties of a Clerk 3,
- 2. Greet Customers and visitors, answer telephones and respond to customer and inter-departmental inquiries and complaints.
- 3. Utilize Company computer systems and computer applications to respond to inquiries, track complaints, MAST and other miscellaneous data entry.

4. Type correspondence and forms, prepare statistical reports and graphs utilizing Excel and Word, code invoices for approval, maintain filing systems and process mail.
5. Prepare appropriate forms and documentation for customers and service lines, and change customer records on Company computer based systems.
6. Assist the Clerk 1 by researching customer information and update Company computer based systems.
7. Issue, track and maintain customer form letters on Company databases.
8. Assist in the coordination and response in emergency situations.
9. Other duties as they may be related to the above.

Qualifications:

1. Grade 12 education or equivalent.
2. Typing speed of 50 wpm.
3. Proficiency in spreadsheeting and work processing utilizing the Company's current software programs.
4. Experience in accounting processes and systems.
5. Good verbal and written communication skills.
6. Proven ability in dealing with the public.
7. Minimum of 3 years of office experience preferably in a Customer Service environment.

Please sign where indicated below and return one original to me for our files.

Signed: _____ Dated: _____
 Ab Yates, IBEW

Signed: _____ Dated: _____
 Shannon Feeney
 Centra Gas

LETTERS OF UNDERSTANDING APPLYING TO NORTH ISLAND UNIT ONLY:

LETTER OF UNDERSTANDING NO. 3

The Company and the Union agree to the Compressed Work Week schedule. As agreed, all members of the Measurement Department will participate in the Compressed Work Week as defined in the

schedule attached. (See original Letter of Understanding dated May 3, 2000 filed in Human Resources or Shop Steward.)

Although it is the Company's preference to pay out 122 hours of SWYL for each Fred Fernandes and Phillip Delesalle for scheduling purposes, it is understood that they may elect to take SWYL if operational requirements permit.

LETTER OF UNDERSTANDING NO. 4

DISTRICT METER READING TRANSITION REQUIREMENTS

1. Include the following into all clerical job descriptions in the North Island agreement under duties and responsibilities:
 - ♦ Perform meter reading duties if required under special circumstances.
2. Customer Service Clerk's assigned meter reading duties will continue to receive the Customer Service Clerk 1 rate while reading meters.
3. A clerk assigned to read meters will receive the higher of the two rates while reading meters, (ie Clerk 3 will receive meter reading rate while reading meters and Clerk 3 rate while working in the office).
4. The clerk will continue to work a 7.5 hour day and be considered an office employee.
5. The clerk will maintain their existing classification seniority.
6. Clerks assigned meter reading duties to receive full compliment of uniform, raingear, and footwear as per Union contract.
7. A clerk performing meter reading duties will be provided with a vehicle for performing meter reading duties.
8. The base clerical rate will be used for purpose of calculating leave and benefit entitlements. All time off will be paid at the base rate.
9. For Regular Part-time employees: Vacation, Benefits & Security plans outlined in Article 11.01 (a) & (b) will be calculated and paid on the base clerical rate.

It is understood that those clerks whose work is designated as "office" in nature will not read meters as part of their normal duties.

It is understood that Item #1 has been added to clerical job descriptions for the purposes of lay-off and bumping.

They will however, provide short-term meter reading relief if justified. While providing relief, they will receive uniform, raingear, and footwear as per Union contract.

Note: See Working Document dated November 17, 2000 for further details.

~~LETTER OF UNDERSTANDING NO. 5~~

~~The Company and the Union jointly agree that employees who provide standby and are assigned company vehicles will be subject to the following:~~

- ~~4. The acceptable area per the attached boundary map for each local operating area is:~~

- ~~(a) Nanaimo – A 20 km radius from the geographical centre of the local operating area and 20 km road travel from the geographic centre.~~
- ~~(b) All other local operating areas – A 15 km radius from the geographical centre of the local operating areas and 15 km road travel from the geographical centre (see map – Duncan slightly larger).~~
- ~~2. These areas are those within which an employee will maintain their primary residency when working in a particular local operating area.~~
- ~~3. These areas are those within which an employee must remain while providing standby duties per Article 4.06, for a particular local operating area.~~
- ~~4. These areas are those within which an employee may use a company vehicle that has been assigned to them regardless of standby requirements per Article 15.02, for a particular local operating area.~~
- ~~5. Measurement and Pipeline Technicians are excluded from the provisions of Letter of Understanding #5.~~

~~Notwithstanding the above, incumbent employees will not be subject to this Letter of Understanding with respect to their current residence, provided they remain at that residence or, should they move within their existing local operating area, that they move no farther away than their previous residence from the geographical centre of their local operating area.~~

~~The term local operating area will not include any offshore area.~~

LETTER OF UNDERSTANDING NO. 8

The Company and the Union agree to the Compressor Station Shift Rotation Schedule. As agreed, the Port Mellon Compressor Station will participate in the rotation as defined in the schedule. (See original Letter of Understanding dated December 14, 2000 in Human Resources or Shop Steward.)

LETTER OF UNDERSTANDING NO. 9

Subject: Letter of Understanding - Article 4.02, Revision

When an employee is temporarily assigned in writing to a job of higher classification than his regular job he shall be paid for the full shift when on such job for four (4) hours or more.

When a regular field employee who is classified below the level of Journeyman is assigned to relieve a District Agent, he shall receive pay equal to the next highest field rate in the job stream for all hours worked. A Journeyman is defined as the highest classification within the job stream.

First-line Supervisors in the bargaining unit (District Agents and Senior Pipeline and Measurement Technicians) shall have the primary day-to-day responsibility for work set out in their job descriptions.

When a District Agent is away for one or two days, a bargaining unit employee in that district will NOT be upgraded.

When a District Agent is absent or out of the district for more than two days, a bargaining unit employee in that district will be upgraded for the absence, retroactive to the start of the absence.

Any timesheet that has an upgrade on it must be approved by a Manager.

When temporarily assigned to a job of lower classification, an employee's pay shall not be reduced.

Employees excluded from the bargaining unit will not perform the day-to-day work of bargaining unit employees except on occasions such as emergencies and advisory situations.

LETTER OF UNDERSTANDING NO. 10

Relief Wage Rate – Senior Administration Clerk

The Company and the Union agree that a Clerk 1 relieving the Senior Administration Clerk will receive a premium of 10% above their rate for performing such duties.

This premium will take effect after the Senior Administration Clerk has been absent for more than two (2) days, retroactive to the start of the absence.

When the Senior Administration Clerk is away for one or two days, a bargaining unit employee will NOT be upgraded, unless the supervisor determines it necessary to do so.

Please sign where indicated below and return original to me for our files.

Signed: _____
Ab Yates, IBEW

Dated: _____

Signed: _____
Shannon Feeney
Centra Gas

Dated: _____

APPENDIX A

DEPENDENT BACKHOE CONTRACTOR/OPERATORS

(Coastal Only)

1. General Provisions

1.01 Application

All terms and conditions set out in the Collective Agreement are expressly excluded except those detailed herein. The expiry date of this Appendix will coincide with the expiry date of the Collective Agreement. Any backhoe contractors employed by the Company during the term of this agreement for a period in excess of six months in any twelve month period will become a dependent backhoe contractor subject to this Appendix.

The Company may engage the services of a dependent backhoe contractor provided that the dependent backhoe contractor signs a copy of Appendix "B" attached hereto and forming part of this agreement prior to the dependent backhoe contractor performing any services for the Company. A signed copy of Appendix "B" shall be forwarded to the Union.

1.02 Management Rights

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Appendix, all of the rights, powers and authority which the Company had prior to the signing of this Appendix are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

2. Union Dues

2.01 The Company recognizes the Union and will not discriminate against any dependent backhoe contractor because of his connection with it. The Company agrees that all dependent backhoe contractors shall within one month of engagement become and remain thereafter members of the Union in good standing as a condition precedent to continued engagement with the Company. Properly qualified officers of the Union shall be recognized by the Company for the purpose of discussing any grievance of any dependent backhoe contractor.

2.02 Upon receipt of a written assignment of earnings signed by the dependent backhoe contractors, the Company will deduct from the dependent backhoe contractors pay the amount of the required monthly dues and assessments and transmit that amount to the Union, once per month, together with a list of dependent backhoe contractors from whom such deductions have been made.

2.03 The Union agrees to indemnify the Company for any claims made against it arising out of deductions made under this Article.

- 2.04 If there are insufficient earnings owing to a dependent backhoe contractor in the period for which dues deduction should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that dependent backhoe contractor.

3. Grievances

- 3.01 Grievances shall first be presented to the immediate supervisor concerned. Failing settlement, the Union shall then present the grievance to the Business Leader in writing. Failing settlement at that level, the grievance will be submitted in writing to the Director or Vice President as appropriate, with a copy of such notification sent to the Department Manager and to the Labour Relations Officer. Failing settlement at that level, the Union will submit the grievance in writing to the Executive Vice-President, Operations, and the Vice-President, Human Resources (or delegates). Grievances submitted verbally shall be subject to a one week time limit and grievances submitted in writing shall be subject to a two week time limit for processing through the levels involved.
- 3.02 Where a difference arises between the parties relating to the dismissal or discipline of a dependent backhoe contractor, or to the interpretation, application, operation, or alleged violation of this Appendix, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Appendix, notify the other party in writing of its desire to submit the difference to Arbitration, and the parties shall agree on a single Arbitrator. The Union or the Company shall refer the matter to Arbitration within one month after its rejection by either party or the matter shall be deemed to be withdrawn. The decision of the Arbitrator shall be final and binding on both parties and any dependent backhoe contractor affected by it. Each party shall pay one-half the fees and expenses of the Arbitrator. The dependent backhoe contractors shall continue to work while the above outlined grievance procedure is in progress.

4. Technological Change

- 4.01 The Company shall provide two month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for a dependent backhoe contractor.
- 4.02 In the event there is a dispute relating to this Article, the matter may be submitted as a grievance at the Business Leader's level of the grievance procedure for resolution.

5. Seniority

- 5.01 Seniority shall accrue on a departmental basis only, i.e. Metro and Fraser Valley.
- 5.02 Seniority is established by the date of hire into a department, i.e. the date the dependent backhoe contractor actually reports to work for the department.
- 5.03 Reduction in the number of dependent backhoe contractors will be in the reverse order of seniority, last on, first off.

The current complement of Dependent Backhoe Operators (DBO's) in the Fraser Valley and Metro Units will be reduced from thirty-two (32) to the following:

- (a) Eighteen (18) DBO's classified as full-time regular operators, not subject to the layoff provisions described in 1(b) below;
- (b) Five (5) DBO's allocated to the three construction crew hubs (i.e. Abbotsford, Langley, and 2nd/Boundary) who may be subject to layoff upon five (5) days notice, due to shortages of work.

These twenty-three (23) DBO's will not be laid off, or replaced, by the use of hourly or casual backhoe contractors.

This does not guarantee that Terasen will always maintain the complement of 18/5 DBO's.

- 5.04 A minimum thirty days notice will be required prior to termination of a dependent backhoe contractor. However, the Company retains the right to terminate for cause without notice.
 - 5.04.1 Dependent backhoe contractors shall not be terminated for lack of work while casual backhoe contractors are still working in the department.
 - 5.05 Short-term layoffs of less than one month duration which are occasioned by force majeure are not termination and do not require notice. The conditions of the force majeure shall be evaluated on a muster-by-muster basis and shall include input from the IBEW safety rep on site. Conditions shall be re-evaluated on a daily basis and contractors recalled when the conditions no longer justify the layoff.
 - 5.05.1 If the contractor has reported to work at the regular starting time and is being laid off pursuant to 5.05, he shall be paid no less than 4 hours at straight-time rate for the day.
 - 5.05.2 Layoffs of up to five working days shall be in inverse order of departmental seniority within each muster.
 - 5.05.3 Layoffs of greater than five working days shall be in inverse order of seniority within each department.
 - 5.06 A dependent backhoe contractor's department seniority will be placed on a common seniority list at termination for the purpose of determining the order of eligibility for re-engagement except in cases of voluntary termination or termination for cause.
 - 5.07 A former dependent backhoe contractor will be given first consideration for re-engagement in any department for a period of twelve months following termination except in cases of voluntary termination or termination for cause.
 - 5.08 When the company adds a dependent backhoe contractor or fills a vacancy, those contractors already employed shall have the right to transfer to the location of the vacancy on a seniority basis by department. This clause does not negate the company's right to reassign contractors to headquarters based on need.
- 6. Hours of Work**
- 6.01 Dependent backhoe contractors will normally work between the hours of 0800 and 1630 hours Monday to Friday inclusive. They will be entitled to a one-half (1/2) hour unpaid lunch break and two (2) fifteen (15) minutes paid rest periods each day, which they will take at the same time the crew or employees, with whom they are working, take theirs.
 - 6.02 To compensate for travel to/from Hope, Kent, Mission and Harrison municipalities, dependent backhoe contractors will be paid a travel allowance of one additional hour at straight time pay per round trip. A backhoe contractor mustered in any of these municipalities is not covered by this clause.

- 6.03 All DBO's will schedule a minimum of four (4) weeks off per year during mutually-agreeable periods, to help minimize seasonal layoffs, and terminations pursuant to 5.04. This leave will be without penalty and at a time agreed to between the Company and the dependent backhoe contractor and will be subject to workload requirements. Special requests for leave beyond four weeks per year shall be given due consideration.
- 6.04 When a dependent backhoe contractor is working with a crew and that crew receives rest time, the dependent backhoe contractor shall, at his option, receive the same rest time off with pay.

7. Schedule of Rates

7.01 Rates as set out herein shall be for the All-Found Rental of Backhoe/Front End Loaders with operator. The rates will be paid only for the number of hours during which the equipment and operator are ready and able to perform the work for which they were engaged.

Rate - \$49.13 per hour effective April 1, 2002
\$50.60 per hour effective April 1, 2003
\$52.12 per hour effective April 1, 2004
\$53.68 per hour effective August 1, 2005

7.02 When the dependent backhoe contractor works in excess of eight (8) hours per day or on a Saturday, Sunday or Statutory Holiday, the overtime rate will be paid. Overtime rate - \$64.00 per hour effective April 1, 1995 (\$74.00 per hour effective April 1, 2002). DBO's will be paid the equivalency of Statutory Holiday Pay (i.e. 4.4%) on their hourly rate schedule.

7.03 Dependent Backhoe Contractors who have been requested by the Company to provide a truck and trailer for transporting their backhoe shall have an additional \$5.00 per hour (\$5.60 per hour for truck and trailer effective April 1, 2002) added to the rate in Article 7.01. Overtime rates will not apply to the truck and trailer rate.

7.03.1. Deleted in 2001.

7.03.1.1 COMPENSATION:

- a) Dependent Backhoe Contractors who have been requested by the company to purchase and have provided a hoepack shall have an additional \$2.00 per hour added to the rate in Article 7.01.
- b) Dependent Backhoe Contractors instructed by the company to use their hoepack shall have an additional \$3.50 per hour added to the rate in Article 7.01 for each day the hoepack is used.

Note: Overtime rates will not apply to the hoepack rate.

- c) The Dependent Backhoe Contractor shall assume complete responsibility for the total cost of the operation and maintenance of the hoepack.

7.03.2 Use of a Grinder Sweeper shall add \$25.00 per hour to the rate in Article 7.01, with a minimum of four hours pay on days used.

7.04 Dependent Backhoe Contractors will be required to perform secondary work from time to time. In consideration of this, the Company will pay the Workers' Compensation assessment for Dependent Backhoe Contractors. It is clearly understood that WCB coverage under this provision is valid only while performing work for the Company.

7.04.1 Secondary work includes any tasks which the contractor can safely perform in aid of the crew, and is in addition to operation of the backhoe.

- 7.04.2 The Company will provide coveralls, safety boots, safety vest, and rain gear, on the same basis as provided for regular members of the crew.
- 7.05 The dependent backhoe contractor shall assume complete responsibility for the total cost of operation of the backhoe including the insurance on the equipment and all required licenses.
- 7.06 When a dependent backhoe contractor is working with a crew that is provided with a meal, the dependent contractor shall also receive a meal.
- 7.07 Dependent backhoe contractors will invoice the Company biweekly and payment will be delivered through the internal Company mail. Any adjustments made by the Company will be shown on a statement accompanying payment.
- 7.08 The Company will deduct on a biweekly basis, \$1.45 per hour from the rates specified in Article 7.01, to provide Health and Welfare coverage for Dependent Backhoe Operators and remit this amount to I.B.E.W., Local 213 Health and Welfare Department by the 10th day of the month following deductions. The amount deducted may be amended by written notification from the Union.

8. Indemnity

- 8.01 Terasen will indemnify and hold harmless dependent backhoe contractors from legal liabilities imposed upon them arising out of work performed by them directly relating to their contractual relationship with Terasen. However, Terasen shall have no liability with respect to the foregoing where the legal liabilities result from the grossly negligent, reckless or wilful acts or omissions of a dependent backhoe contractor. This clause does not negate the obligation of dependent backhoe contractors to obtain proper vehicle and business insurance.

9. Retirement

- 9.01 As a condition of employment, each dependent backhoe contractor is required to supply the Company with proof of age.
- 9.02 A dependent backhoe contractor's contract will be terminated on the first day of the month which coincides with or immediately follows the contractor's 65th birthday.

MISCELLANEOUS

Dependent backhoe contractors, except those on layoff status, may add \$1,000 to their first invoice following official notice of ratification.

Dependent backhoe contractors, except those on layoff status, may add \$500 to their first invoice following April 1, 2002.

APPENDIX B

DEPENDENT BACKHOE CONTRACTOR/OPERATORS

BETWEEN:

Terasen

AND:

Dependent Backhoe Contractor/Operator _____

Address _____

1. The Company agrees to retain the services of the backhoe contractor/operator, named above, with backhoe hereafter described:

MAKE: _____ **MODEL:** _____

LICENCE NUMBER: _____

Hoe Mount Side/Center _____

Aux. Transport Truck/Trailer _____

SIGNED THIS _____ DAY OF _____, 19 _____

AT _____, B. C.

WITNESS _____

DEPENDENT BACKHOE CONTRACTOR/OPERATOR _____

TERASEN _____

REVISED: 05 SEPT. 1989

APPENDIX C

The Company shall update the list of Dependent Backhoe Contractors by date of hire on January 1 and July 1 of each year. A copy of the list will be forwarded to the Union in a timely manner.

APPENDIX D

DEPENDENT CONTRACTOR METER READERS

(Interior Only)

1. Scope

~~1.01 This Article governs the terms and conditions of employment for Dependent Contractor Meter Readers only and has no application in respect of any other employee or classification of employee.~~

~~1.02 Whenever the term "Meter Reader" is used in Appendix D, it shall mean "Dependent Contractor Meter Reader".~~

~~1.03 Unless specifically included within this Appendix, no other term or provision of the Collective Agreement shall apply to Meter Readers. The following Articles, terms and provisions do apply and wherever applicable the word "employee" shall be deemed to include "Meter Reader":~~

Preamble of Agreement	
Articles 1.01 - 1.07	General
Articles 1.09 - 1.10	General
Article 2	Recognition of Union
Article 4	Probationary Periods
Article 6	Grievances
Article 7	Seniority
Article 8.01	Posting of Job Vacancies (General)
Article 11	Accredited Service
Article 13	Group Life Insurance
Article 14	Health Benefits
Article 15	Dental Plan
Article 16	Paid Sick Leave Allowances
Article 17	Long Term Disability Plan
Article 18	Prolonged Illness
Article 19	Accidents at Work
Article 20.01&.02	Leave of Absence
Article 26	Safety Practices
Article 36.06.2	Job Descriptions/Interior
Article 40	Dog Safeguards
Appendix D	Dependent Contractor Meter Readers
"Schedule "B"	Compensation for Meter Readers

~~1.04 If any entitlement is stated to be subject to proration, the following method of calculation shall be used:~~

~~a) If the Meter Reader is assigned 4,000 meters per month or more, proration equals 100%.~~

~~b) If the Meter Reader is assigned less than 4,000 meters per month, proration equals the ratio of meters assigned to 4,000, expressed as a percentage to one decimal point. Example: 3,250 meters read; proration equals 3,250/4,000 equals .8125 equals 81.3%.~~

~~2. Headquarters~~

~~2.01 The Company shall establish a headquarters for each meter reading route and it shall be the responsibility of the Meter Reader to pick up and deliver meter books and other documents at the headquarters.~~

~~2.02 Unless otherwise directed by the Manager, the Meter Reader may go directly to the appropriate route(s) and is not required to report to the headquarters upon completion of work.~~

~~3. Hours of Work~~

~~3.01 Meter Readers are on a flexible time schedule and may start and stop work, within limits established by the Company, as they deem appropriate.~~

~~3.02 Notwithstanding Clause 3.01, Meter Readers are not expected to work more than thirty five (35) hours per week on the average. If a Meter Reader finds his time consistently exceeds thirty five (35) hours per week, he should refer the matter to the Manager for appropriate action.~~

~~4. Overtime~~

~~4.01 Because of the Meter Readers' flexible work schedule and in consideration of the limit on the total number of meters assignable to any Meter Reader, the parties agree that if any meters are read on an overtime basis, they shall be compensated for at the base rate per Schedule "B".~~

~~4.02 Meter Readers shall not be assigned to read more than 6,000 meters per month without the consent of the Union and the Meter Reader.~~

~~4.03 Should the Company assign a Meter Reader to work by the hour, at the hourly rate, all of the terms contained in Article 31 and Article 33.1 will apply.~~

~~5. Seniority and Service~~

~~5.01 Service is subject to proration. Meter Readers will establish seniority as defined and in the manner described by Clause 7.01.~~

~~5.02 Meter Readers employed by the Company on January 28, 1983 shall establish seniority from that date and Meter Readers hired after that date shall establish seniority from their first day of physical employment.~~

~~5.03 Meter Readers will establish Classification Seniority as Meter Readers as of their first day of employment.~~

~~5.04 The Company shall prepare a seniority and service list for Meter Readers effective December 31 each year with a copy sent for posting to each headquarters and to the Union. Unless an objection is raised within thirty (30) calendar days of the posting of such lists, the seniority and service contained thereon shall be considered final.~~

~~5.05 Service prorations will be based on the number of meters permanently assigned. Once established, the proration will remain the same until there is a permanent addition or reduction in the number of meters read.~~

~~6. Assigning of Meter Routes~~

~~6.01 Full Time Meter Readers are defined as Meter Readers assigned 4,000 or more meters per month, on average, and Part Time Meter Readers as those assigned fewer than 4,000 meters per month.~~

~~6.02 The Company agrees to provide a full time job wherever practical. However, where the number of meters in a headquarters assigned to be read by Meter Readers exceeds 8,500 per month, the Company agrees to appoint at least one full time Meter Reader. An additional full time Meter Reader will be appointed for each additional increment of 8,500 meters per month so assigned in a headquarters. Notwithstanding the foregoing, in the case of incumbent Meter Readers or by the mutual consent of the Company and the Meter Readers in a headquarters, this Clause can be waived.~~

~~6.03 When the Company decides that a block of meter reading work (other than relief reading) will be performed by incumbent Meter Readers such work will be offered or reassigned to incumbents in that headquarters reading fewer than 5,000 meters per month on average. The block of available work will be awarded to the applicant with the most District Seniority and in cases of equal District Seniority to the applicant with the most Company Seniority or years of service, in that order, subject to ability and efficiency.~~

~~6.03.1 At the request of the union, the Branch/Office Manager shall meet with the meter readers for the purpose of achieving a fair distribution of routes among the meter readers.~~

~~7. Reduction of Work~~

~~7.01 If a reduction in the number of meters read results in the lay off of a Meter Reader, the Company shall provide notice or pay in lieu of notice of one (1) week per year of service, with a minimum of two (2) weeks and a maximum of thirteen (13) weeks.~~

~~7.02 A full time Meter Reader who is laid off shall be paid severance pay of one (1) week per year of service to a maximum of thirteen (13) weeks upon expiry or surrender of recall rights.~~

~~7.03 The Company will attempt to keep the number of meters assigned to be read by a full time Meter Reader consistent from month to month. However, if a reduction in the number of meters assigned to be read is permanent, i.e. exceeding thirteen (13) weeks, the full time Meter Reader shall receive one (1) week's loss of earnings per year of service to a maximum of thirteen (13) weeks. If the reduction exceeds ten percent (10%), the Meter Reader shall have the option of a voluntary lay off under the terms of Clause 7.02 in lieu of the compensation for loss of earnings.~~

~~7.04 The Company will provide the Union with six (6) months notice of its intention to introduce automation or new equipment in respect of meter reading. Training will be provided to incumbent Meter Readers to the extent possible but if any Meter Reader is laid off due to the introduction of automation or new equipment, severance pay of one (1) week per year of service to a maximum of thirteen (13) weeks will be paid upon expiry or surrender of recall rights.~~

~~7.05 One (1) week's pay equals twenty three percent (23%) of the total base payment for the number of permanently assigned meters in a calendar month. Pay in lieu of notice is calculated based on the last complete calendar month prior to lay off. Loss of earnings is the difference between a week's pay based on the last complete calendar month preceding the reduction in work and the first complete calendar month following the reduction in work.~~

~~7.06 Meter Readers in a headquarters will be laid off in reverse order of District Seniority by laying off the least senior Meter Reader first, ability and efficiency considered. They will be recalled in accordance with and subject to the provisions of Clause 7.03.6.~~

~~8. Annual Vacations, Statutory Holidays and Other Leave~~

~~8.01 A Time Off Bank will be established for each Meter Reader and each month a deposit equal to eleven percent (11%) of the base payment for that month will be paid in to the Bank by the Company.~~

~~8.02 Meter Readers may draw upon this Bank on two (2) weeks notice up to the amount in the Bank, subject to the Company's ability to provide relief and to mutual agreement regarding scheduling of time off.~~

~~8.03 Notwithstanding Clause 8.02, Meter Readers will, if they have sufficient time banked, be entitled to at least three (3) weeks vacation during the period June 15 to September 1 each calendar year.~~

~~8.04 Any balance in the Bank as of June 30 each year, which is not scheduled, will be paid with the regular payment for June.~~

~~8.05 Meter Readers shall neither be scheduled nor expected to work on any statutory holiday.~~

~~9. Benefit and Security Plans~~

~~9.01 Meter Readers, subject to the terms of the Plan, may participate in the Pension Plan.~~

~~9.02 Meter Readers will participate in the Group Life Insurance (Article 13), Medical Services and Extended Health (Article 14), Long Term Disability (Article 17), and Dental (Article 15) plans. The portions of premiums paid on behalf of an employee pursuant to the foregoing plans are subject to proration on behalf of Meter Readers.~~

~~9.03 Meter Readers will, subject to Article 16, be eligible for paid sick leave allowances. For the purposes of Article 16, "Regular Earnings" are defined as the actual number of meters that would have been read had s/he been at work that day.~~

~~9.04 If a Meter Reader can prove comparable benefits coverage, s/he may opt out of the benefits listed in Clause 9.02 and receive payment in lieu of two and one half (2.5) cents per meter.~~

~~10. Payment Schedule~~

~~10.01 The basic rate for all Meter Readers shall be per meter as set forth in Schedule "B" to this Agreement and the explanatory notes thereto.~~

~~10.02 Meter Readers will be paid on the fifteenth (15th) day and last day of each calendar month.~~

~~10.3 The basic rate detailed in Schedule "B" expressly covers all duties contained in the Meter Reader job description including:~~

~~(a) reading all types of meters;~~

~~(b) accurately recording the reading and consumption;~~

~~(c) picking up and delivering meter books and/or other required equipment such as the hand-held device;~~

~~(d) meeting to discuss items related to the job;~~

~~(e) training to meet the requirements of the Meter Reader job.~~

~~10.4 Job functions, not specifically described will, at the Company's sole discretion, be performed at the hourly rate as set forth in Schedule "B" or at another rate established by the Company.~~

~~10.5 Should the Company establish another rate pursuant to Clause 10.4, such rate will be subject to a negotiated agreement between the Parties and, failing settlement, to the process described in Article 5.01.1 of the main agreement. The results of such negotiation and/or arbitration will be retroactive.~~

~~10.6 Should the Company reintroduce the Foreman classification of Meter Reader, the provisions of Clause 10.5 will apply.~~

~~10.7 Notwithstanding Clause 10.3 Meter Readers will keep a log of business travel and will be paid thirty six (36) cents per kilometer or fifty eight (58) cents per mile for business travel driven during the preceding calendar month by the fifteenth (15th) day of each calendar month. "Business travel" is defined as kilometers/miles to and from a meter reading route and all kilometers/miles driven in a vehicle provided by the Meter Reader for the sole purpose of reading meters or performing other tasks assigned by the Company. Business travel to and from a meter reading route may be calculated either from and to a Meter Reader's domicile or from and to a headquarters at the Company's sole discretion.~~

~~Effective April 1, 1995, increase rate to 38 cents per kilometer, and effective April 1, 1997 to 39 cents. Increase rates per mile 61.2 and 62.8 respectively.~~

~~Effective April 1, 2002 business travel shall be compensated at \$0.42 per kilometer.~~

~~Meter readers must carry \$2,000,000 public liability insurance and must be insured for business use. Each meter reader must be able to substantiate this on demand.~~

~~10.8 Full time Meter Readers may claim up to \$100 per calendar year for footwear, and part time Meter Readers may claim up to \$50 per calendar year.~~

~~11. Retirement~~

~~11.01 As a condition of employment, each dependent contractor Meter Reader is required to supply the Company with proof of age.~~

~~11.02 A dependent contractor Meter Reader's contract may be terminated by the Company on the first day of the month which coincides with or immediately follows the contractor's 65th birthday, or anytime thereafter on three months notice.~~

~~This Agreement constitutes the entire agreement between the Parties hereto and supersedes any instructions, oral or written, heretofore entered into by or on account of the Parties hereto and may not be changed, modified or amended except in writing signed by the Parties hereto.~~

MISCELLANEOUS

~~Meter readers on the payroll on the second pay day following official notice of ratification shall receive \$1,000 lump sum prorated by number of meters assigned. All meter readers assigned an average of 4,000 or more meters per month as at the last previous proration calculation shall receive \$1,000, and meter readers assigned an average of less than 4,000 meters per month over that same period shall receive a prorated portion of the \$1,000.~~

~~Meter readers on the payroll on April 1, 2002 shall receive a \$500 lump sum prorated on the same basis as above, using the most recent proration calculation.~~

~~The parties agree to constitute a Joint Consultative Committee to resolve the issues of:~~

- ~~1. fair distribution of meter routes among meter readers (article 6.03.1);~~
- ~~2. hourly rate vs. 'per meter' rate (article 10.01, 10.3);~~
- ~~3. meter readers performing lockoffs and unlocking of meters;~~
- ~~4. appropriate rates for reading > 1 meter per location (e.g. gas, electric and water);~~

APPENDIX E

DEPENDENT DUMPTRUCK CONTRACTORS

(Coastal Only)

1. General Provisions

1.01 Application

The terms and conditions of this Appendix, (the "Appendix"), apply only to dependent dump-truck contractors. All terms and conditions contained in other sections of the Collective Agreement are expressly excluded except those detailed herein. Specifically, and without limiting the generality of the foregoing, dependent dump-truck contractors are not considered employees in the operation of Article 8.

1.02 Scope

Any dump-truck contractor employed by the Company for a period in excess of six (6) months in any twelve (12) month period will become a dependent dump-truck contractor subject to this Appendix.

1.03 Term of Agreement

The expiry date of this Appendix will coincide with the expiry date of the Collective Agreement.

2. Recognition

2.01 Management Rights

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Appendix, all of the rights, powers and authority which the Company had prior to the signing of this Appendix are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

2.02 Union Recognition

The Company recognizes the Union as the bargaining agent for dependent dump-truck contractors and, without limiting the generality of the foregoing, for the persons named in Clause 5.02 of this Appendix. Such persons are, for purposes of this Appendix and for purposes of the Labour Relations Code as amended, deemed to be, "dependent contractors", as defined in Section 1 of the Coded, and properly qualified officers of the Union are recognized by the Company for the purpose of discussing any grievance of any dependent dump-truck contractor.

2.03 Union Membership

The Company agrees that dependent dump-truck contractors will become and remain members in good standing of the Union as a condition precedent to continued employment by the Company.

2.04 Dues Deductions

Upon receipt of a written assignment of earnings, the Company will deduct an amount equal to the prevailing Union dues and assessments from dependent dump-truck contractors' pay as long as such persons remain in the bargaining unit. The Company will deduct such amounts from payments to contractors in respect of the last full pay period in each calendar month and remit the same, with a list naming each contractor so deducted and the amount deducted from each contractor's pay, to the Business Manager of the Union before the 15th day of the following month.

The Union agrees to indemnify the Company for any claims made against the Company arising out of deductions made pursuant to this clause and, if there are insufficient earnings owing to a contractor in the period for which dues deductions should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that contractor and period.

3. Grievances

3.01 Grievances shall first be presented to the immediate supervisor concerned. Failing settlement, the Union shall then present the grievance to the Division Manager in writing. Failing settlement at that level, the grievance will be submitted in writing to the Director or Vice-President as appropriate, with a copy of such notification sent to the Division Manager concerned and to the Labour Relations

Officer. Failing settlement at the Director's level, the Union will submit the grievance in writing to the Executive Vice-President, Operations, and the Vice-President, Human Resources (or delegates). Grievances submitted verbally shall be subject to a one (1) weeks time limit and grievances submitted in writing shall be subject to a two (2) week time limit for processing through the respective levels.

- 3.02 Where a difference arises between the parties relating to the dismissal or discipline of a dependent dump-truck contractor, or to the interpretation, application, operation, or alleged violation of this Appendix, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Appendix, notify the other party in writing of its desire to submit the difference to Arbitration, and the parties shall agree on a single Arbitrator. The Union or the Employer shall refer the matter to Arbitration within one (1) month after its rejection by either party or the matter shall be deemed to be withdrawn. The decision of the Arbitrator shall be final and binding on both parties and any dependent dump-truck contractor affected by it. Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator. The dependent dump-truck contractors shall continue to work while the above outlined grievance procedure is in progress.

4. Technological Change

- 4.01 The Company shall provide two (2) month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for a dependent dump-truck contractor. A decision to replace dependent dump-truck operators with employee-operators shall be considered a technological change.
- 4.02 In the event there is a dispute relating to this Article, the matter may be submitted as a grievance at the Division Manager's level of the grievance procedure for resolution.

5. Seniority and Job Security

- 5.01 Seniority is established by a contractor's "date of hire", which is defined as the date a contractor first reports for work as a dependent dump-truck contractor, and shall accrue on a departmental basis only, ie. Metro and Fraser Valley.
- 5.02 Seniority is established for the incumbent contractors, as follows, with the most senior contractor appearing first and the least senior appearing last:

Metro
1. Roger Gladwell
2. Tim MacLeod

The above contractors will not be displaced by the hiring of employee dump-truck operators, or terminated for shortage of work while employee dump-truck/cleanup truck operators hired after July 10, 1989 remain employed as dump-truck operators.

- 5.03 Reduction in the number of dependent dump-truck contractors will be in reverse order of seniority. The last dependent dump-truck contractor hired will be the first contractor terminated.
- 5.04 A minimum of thirty (30) days of notice will be required prior to termination of a dependent dump-truck contractor. However, the Employer retains the right to terminate for cause, without notice.
- 5.04.1 Short-term layoffs of less than one month duration which are occasioned by force majeure are not terminations and do not require notice. The conditions of the force majeure shall be evaluated on a

muster-by-muster basis and shall include input from the IBEW safety rep on site. Conditions shall be re-evaluated on a daily basis and contractors recalled when the conditions no longer justify the layoff.

- 5.04.2 If the contractor has reported to work at the regular starting time and is being laid off pursuant to 5.04.1, he shall be paid no less than 4 hours at straight-time rate for the day.
- 5.04.3 Layoffs of up to five working days shall be in inverse order of departmental seniority within each muster.
- 5.04.4 Layoffs of greater than five working days shall be in inverse order of seniority within each department.
- 5.05 A dependent dump-truck contractor's seniority will be placed on a common seniority list on termination for the purpose of determining the order of eligibility for re-engagement except in cases of voluntary termination or termination for cause.
- 5.06 A terminated dependent dump-truck contractor will be given first consideration for re-engagement for a period of twelve (12) months following termination except in cases of voluntary termination or termination for cause.
- 5.07 Re-engagement of dependent dump-truck contractors will occur in reverse order of reduction.
- 5.08 Deleted in 1994.

6. Hours of Work, Overtime and Headquarters

- 6.01 Dependent dump-truck contractors will normally work between the hours of 0800 and 1630 hours, Monday to Friday inclusive. They will receive a one-half (1/2) hour unpaid lunch break and two (2), paid, fifteen (15) minute rest periods each day.
- 6.02 When a dependent dump-truck contractor works in excess of eight (8) hours per day or on a Saturday, Sunday or Statutory Holiday, the overtime rate will be paid.
- 6.03 Each dependent dump-truck contractor will be entitled up to four (4) weeks of unpaid leave of absence in lieu of annual vacation during each twelve (12) month period of engagement. Special requests for leave beyond four weeks per year shall be given due consideration.

This leave will be without penalty and at a time agreed to by both the individual contractor and the Company. Such leave will be subject to workload requirements.
- 6.04 When the contractor is working with a crew and that crew receives rest time, the contractor shall, at his option, receive the same rest time with pay.
- 6.05 Dependent dump-truck contractors shall not be assigned a permanent headquarters. They shall report for work to any headquarters within the department as required, and shall be given notice on the previous day of a change in headquarters.

7. Rate Schedule and Equipment Specification

- 7.01 The rates set out herein are for the All-Found Rental of single axle dump trucks with a minimum load capacity of 4,082 kg., minimum box capacities of 3.83 cubic meters, (box to be equipped with dump chute) and designated, owner-operated contractors. The rates will be paid only for the

number of hours during which the equipment and contractor are ready and able to perform the work for which they were engaged.

Effective April 1, 1995 dependent dump-truck contractors straight-time rate shall be increased by \$1.45 per hour which shall be deducted by the company and remitted to the IBEW Local 213 Health and Welfare Department on a bi-weekly basis for the purpose of providing health and welfare coverage to the dependent dump-truck operators. The amount deducted may be amended by written notification from the union to the company's accounts payable department.

Effective April 1, 2001, \$39.05 straight time
Effective April 1, 2002, \$39.44 straight time
Effective April 1, 2003, \$40.62 straight time
Effective April 1, 2004, \$41.84 straight time
Effective April 1, 2005, \$43.10 straight time
Effective April 1, 2001, \$52.02 for overtime
Effective April 1, 2002, \$59.00 for overtime

- 7.02 The dependent dump-truck contractor shall assume complete responsibility for the total cost of operation of the dump truck including the insurance on the equipment and all required licenses. Dependent dump-truck contractors are not responsible for cargo related costs such as dumping fees charged by dump site operators.

7.03 Special Attachments

If requested by the Company, special attachments may be installed on the dump trucks. Such attachments will meet normal industry standards and the installation of such equipment will not reduce the resale value of the dump trucks. The cost of these attachments and their installation, shall be borne by the Company, and their use shall not exceed the normal working capability of the dump truck.

- 7.04 The provisions in Article 33.03 apply to dependent dump-truck contractors.

- 7.05 Dependent dump-truck contractors will invoice the Company bi-weekly and payment will be made by the Company within two (2) weeks of the date invoices are received. Any adjustments made by the Company will be shown on a statement accompanying the payment.

- 7.06 The Company will pay the Workers' Compensation Board assessments for dependent dump-truck contractors, however the Workers' Compensation Board coverage is valid only while performing work for the Company.

- 7.07 At the request of a Supervisor or crew leader, dependent dump-truck contractors will be required to perform secondary work from time to time.

- 7.07.1 Secondary work includes any task which the contractor can safely perform in aid of the crew, and is in addition to operation of the truck.

- 7.07.2 In recognition of secondary work, the Company will provide coveralls, safety boots, safety vest, hearing protection and rain gear, on the same basis as provided for regular employees in the department.

8. Indemnity

8.01 Terasen will indemnify and hold harmless dependent dump-truck contractors from legal liabilities imposed upon them arising out of work performed by them directly relating to their contractual relationship with Terasen. However, Terasen shall have no liability with respect to the foregoing where the legal liabilities result from the grossly negligent, reckless or willful acts or omissions of a dependent dump-truck contractor. This clause does not negate the obligation of dependent dump-truck contractors to obtain proper vehicle and business insurance.

9. Retirement

9.01 As a condition of employment, each dependent dump-truck contractor is required to supply the Company with proof of age.

9.02 A dependent contractor's contract will be terminated on the first day of the month which coincides with or immediately follows the contractor's 65th birthday.

MISCELLANEOUS

Dependent dump-truck contractors, except those on layoff status, may add \$1,000 to their first invoice following official notice of ratification.

Dependent dump-truck contractors, except those on layoff status, may add \$500 to their first invoice following April 1, 2002.

APPENDIX F
TO THE COLLECTIVE AGREEMENT
BETWEEN THE COMPANY/IBEW (GAS) LOCAL 213

APPLIES ONLY TO VICTORIA BACKHOE CONTRACTORS

ARTICLE 1 GENERAL PROVISIONS

1.01 APPLICATION

All terms and conditions set out in the Collective Agreement are expressly excluded except those detailed herein. The expiry date of this Appendix will coincide with the expiry date of the Collective Agreement. Any backhoe contractors employed by the Company's Gas Operations during the term of this agreement for a period in excess of six months in any twelve month period will become a dependent backhoe contractor subject to this Appendix.

The Company may engage the services of a dependent backhoe contractor provided that the dependent backhoe contractor signs a copy of Appendix "G" attached hereto and forming part of this agreement prior to the dependent backhoe contractor performing any services for the Company. A signed copy of Appendix "G" shall be forwarded to the Union.

1.02 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Appendix, all the rights, powers and authority which the Company had prior to the signing of this Appendix are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

ARTICLE 2 UNION DUES

2.01 The Company recognizes the Union and will not discriminate against any dependent backhoe contractor because of their connection with it. The Company agrees that all dependent backhoe contractors shall within one month of engagement become and remain thereafter members of the union in good standing as a condition precedent to continued engagement with the Company. Properly qualified officers of the Union shall be recognized by the Company for the purpose of discussing any grievance of any dependent backhoe operator. For the purpose of Union Dues calculation, the Distribution Mechanic 2 wage rate will be used for Dependent Backhoe Contractors.

2.02 Upon receipt of a written assignment of earnings signed by the dependent backhoe contractors, the Company will deduct from the dependent backhoe contractor's pay the amount of the required monthly dues and assessments and transmit that amount to the Union, once per month, together with a list of dependent backhoe contractors from whom such deductions have been made.

2.03 The Union agrees to indemnify the Company for any claims made against it arising out of deductions made under this Article.

2.04 If there are insufficient earnings owing to a dependent backhoe contractor in the period for which dues deduction should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that dependent backhoe contractor.

ARTICLE 3 GRIEVANCES

3.01 Grievances shall first be presented to the immediate supervisor concerned. Failing settlement, the Union shall then present the grievance to the Department Head in writing. Failing settlement at that level, the grievance will be submitted in writing to the Head of Human Resources, with a copy of such notification sent to the Department Head concerned. Grievances submitted verbally shall be subject to a one week time limit and grievances submitted in writing shall be subject to a two week time limit for processing through the levels involved.

3.02 Where a difference arises between the parties relating to the dismissal or discipline of a dependent backhoe contractor, or to the interpretation, application, operation, or alleged violation of this Appendix, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Appendix, notify the other party in writing of its desire to submit the difference to Arbitration, and the parties shall agree on a single Arbitrator. The Union or the Company shall refer the matter to Arbitration within one month after its rejection by either party or the matter shall be deemed to be withdrawn. The decision of the Arbitrator shall be final and binding on both parties and any dependent backhoe contractor affected by it. Each party shall pay one-half the fees and expenses of the Arbitrator. The dependent backhoe contractors shall continue to work while the above outlined grievance procedure is in progress.

ARTICLE 4 TECHNOLOGICAL CHANGE

4.01 The Company shall provide two month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for a dependent backhoe contractor.

4.02 In the event there is a dispute relating to this Article, the matter may be submitted as a grievance to the immediate supervisor concerned.

ARTICLE 5 SENIORITY

5.01 Seniority shall accrue on a departmental basis only.

5.02 Seniority is established by the date of hire into a department, i.e. the date the dependent backhoe contractor actually reports to work for the department.

5.03 Reduction in the number of dependent backhoe contractors will be in the reverse order of seniority, last on, first off.

5.04 A minimum thirty (30) days notice will be required prior to termination of a dependent backhoe contractor. However, the Company retains the right to terminate for cause without notice.

5.05 A dependent backhoe contractor's department seniority will be placed on a common seniority list at termination for the purpose of determining the order of eligibility for re-engagement except in cases of voluntary termination or termination for cause.

5.06 A former dependent backhoe contractor will be given first consideration for re-engagement in any department for a period of twelve months following termination except in cases of voluntary termination or termination for cause.

ARTICLE 6 HOURS OF WORK

6.01 Dependent backhoe contractors will normally work between the hours of 0800 and 1630 hours Monday to Friday inclusive. They will be entitled to one half (1/2) hour unpaid lunch break and two (2) ten (10) minutes paid rest periods each day, which they will take at the same time the crew or employees, with whom they are working, take theirs.

6.02 Each dependent backhoe contractor will be entitled to three weeks leave without pay in lieu of annual vacation during each twelve-month period of engagement. This leave will be without penalty and at a time agreed to between the Company and the dependent backhoe contractor and will be subject to workload requirements.

6.03 When a dependent backhoe contractor is working with a crew and that crew receives rest time, the dependent backhoe contractor shall, at their option, receive the same 8 hours rest time off without pay.

ARTICLE 7 SCHEDULE OF RATES

Rates as set out herein shall be for the All-found Rental of Backhoe/Front End Loaders with operator. *(Need to insert language re. equipment supplied, e.g. dump truck)*. The rates will be paid only for the number of hours during which the equipment and operator are ready and able to perform the work for which they were engaged.

April 1, 2002	Labour	Equipment	Total
Webb	\$47.30	\$18.13	\$65.43
Rikkman	\$47.30	\$36.67	\$83.97
Cubik	\$47.30	\$18.13	\$65.43
Lodge	\$47.30	\$18.13	\$65.43
April 1, 2004	Labour	Equipment	Total
Webb	\$48.72	\$18.13	\$66.85

Rikkman	\$48.72	\$36.67	\$85.39
Cubik	\$48.72	\$18.13	\$66.85
Lodge	\$48.72	\$18.13	\$66.85
April 1, 2005	Labour	Equipment	Total
Webb	\$50.18	\$18.13	\$68.31
Rikkman	\$50.18	\$36.67	\$86.85
Cubik	\$50.18	\$18.13	\$68.31
Lodge	\$50.18	\$18.13	\$68.31

7.02 When the dependent backhoe contractor works in excess of eight (8) hours per day or on a Saturday, Sunday or Statutory Holiday, they shall be paid the equivalent of time and one half for such hours.

7.03 The dependent backhoe contractor shall assume complete responsibility for the total cost of operation of the backhoe including the insurance on the equipment and all required licenses.

7.04 When a dependent backhoe contractor is working with a crew that is provided with a meal, the dependent contractor shall also receive a meal.

7.05 Dependent backhoe contractors will invoice the Company bimonthly and payment will be delivered through internal Company mail.

ARTICLE 8 BENEFITS

8.01 Unless specifically outlined in Appendix "A", dependent backhoe contractors are not covered under the Company's benefit plans.

APPENDIX G

TO THE COLLECTIVE AGREEMENT

**BETWEEN TERASEN GAS INC. & LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

ARTICLE 1 GENERAL PROVISIONS

1.01 APPLICATION

All items and conditions set out in the Collective Agreement are expressly excluded except those detailed herein. The commencement date shall be the date of ratification and the expiry date of this Appendix will coincide with the expiry date of the Collective Agreement. Any single individual inspector or router contractors working under their own name or for a Company which they are a major shareholder, employed by the Company's Gas Operations within the Capital Regional District, except those excluded by Code employed at 320 Garbally Road, Victoria, during the time of this agreement for a period of continuous work in excess of six (6) months in any twelve (12) month period will become a dependent inspector or router contractor (hereinafter called "dependent contractor") subject to this Appendix.

The Company may engage the services of a dependent contractor provided that the dependent contractor signs a copy of Appendix "I" attached hereto and forming part of this agreement prior to the dependent contractor performing any services for the Company. A signed copy of Appendix "I" shall be forwarded to the Union.

1.02 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Appendix, all the rights, powers and authority which the Company had prior to the signing of this Appendix are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

ARTICLE 2 UNION DUES

2.01 The Company recognizes the Union will not discriminate against any dependent contractor because of his connection with it. The Company agrees that all dependent contractors shall, within one month of engagement as a dependent contractor, become and remain thereafter members of the union in good standing as a condition precedent to continued engagement with the Company. Properly qualified officers of the Union shall be recognized by the Company for the purpose of discussing any grievance of any Dependent Contractor. For the purpose of Union Dues calculation, the Mains & Service Planner wage rate will be used for Dependent Contractors.

2.02 Upon receipt of a written assignment of earnings signed by the dependent contractors, the Company will deduct from the dependent contractor's pay the amount of the required monthly dues and assessments and transmit this amount to the Union, once per month, together with a list of dependent contractors from whom such deductions have been made.

2.03 The Union agrees to indemnify the Company for any claims made against it arising out of deductions made under this Article.

2.04 If there are insufficient earnings owing to a dependent contractor in the period for which dues deduction should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that dependent contractor.

ARTICLE 3 GRIEVANCES

3.01 Grievances shall first be presented to the immediate supervisor concerned. Failing settlement, the Union shall then present the grievance to the next level of management in writing. Failing settlement at that level, the grievance will be submitted in writing to the next level of management, with a copy of such notification sent to the Department Head concerned. Grievances submitted verbally shall be subject to a one week time limit and grievances submitted in writing shall be subject to a two week time limit for processing through the levels involved.

3.02 Where a difference arises between the parties relating to the dismissal or discipline of a dependent contractor or to the interpretation, application, operation, or alleged violation of this Appendix, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Appendix, notify the other party in writing of its desire to submit the difference to Arbitration, and the parties shall agree on a single Arbitrator. The Union or the Company shall refer the matter to Arbitration within one month after its rejection in Article 3.01 by either party or the matter shall be deemed to be withdrawn. The decision of the Arbitrator shall be final and binding on both parties and any dependent contractor affected by it. Each party shall pay one-half the fees and expenses of the Arbitrator. The dependent contractors shall continue to work while the above outlined grievance procedure is in progress.

3.03 The Company shall not dismiss or discipline a dependent contractor bound by this Appendix except for just and reasonable cause.

ARTICLE 4 TECHNOLOGICAL CHANGE

4.01 The Company shall provide one month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for the dependent contractor.

4.02 In the event there is a dispute relating to this Article, the matter may be submitted as a grievance at the next level of management of the grievance procedure for resolution.

ARTICLE 5 SENIORITY

5.01 Seniority shall accrue on a classification basis only and is retroactive to the date of hire.

5.02 Seniority is established by the date of hire into a classification.

5.03 Reduction in the number of dependent contractors will be in the reverse order of seniority, last on, first off.

5.04 A minimum thirty (30) days notice will be required prior to lay-off of a dependent contractor. However, the Company retains the right to terminate for cause without notice.

5.05 A dependent contractor's classification seniority will be placed on a separate seniority list, by classification, at termination for the purpose of determining the order of eligibility for re-engagement except in cases of voluntary termination or termination for cause.

5.06 A former dependent contractor will be given first consideration for re-engagement in any department for a period of twelve months following termination except in cases of voluntary termination and termination for cause.

ARTICLE 6 HOURS OF WORK

6.01 Dependent contractors will normally work between the hours of 0800 and 1630 hours Monday to Friday inclusive. They will be entitled to one half (1/2) hour unpaid lunch break and two (2) ten (10) minutes paid rest periods each day, which they will take at the same time the crew or employees, with whom they are working, take theirs.

6.02 Each dependent contractor will be entitled to vacation pay as outlined in the Employment Standards Act. In addition, dependent contractors will be entitled to three (3) weeks leave without pay during each twelve (12) month period of engagement. This leave will be without penalty and at a time agreed to between the Company and the dependent contractor and will be subject to workload requirements.

ARTICLE 7 SCHEDULE OF RATES

Rates as set out herein shall be for the dependent contractor including their vehicle and all associated operating and maintenance costs. The rates will be paid only for the number of hours during which the vehicle and dependent contractor are performing the work for which they were engaged. The Mains & Service Planner rate will be used as the base rate and the remainder will be considered the Vehicle Rate.

Effective Date	Router Rate –	Labour Portion	Vehicle Portion
April 1, 2000		\$25.00	\$5.69
April 1, 2001		\$26.00	\$5.69
April 1, 2002		\$27.01	\$5.69

7.02 When the dependent contractor works in excess of eight (8) hours per day or on a Saturday, Sunday or Statutory Holiday, they shall be paid the equivalent of time and one half for such hours.

7.03 The dependent contractor shall assume complete responsibility for the total cost of operation of the vehicle including the insurance on the vehicle and all required licenses.

The dependent contractor shall, at its own expense, obtain and maintain during the duration of the Work, insurance for liability imposed by law upon the dependent contractor for loss or damage including personal injuries and death arising from the ownership, use or operation of any motor vehicle used or to be used in connection with the Work to be performed by the dependent contractor, for not less than a \$1,000,000.00 inclusive, bodily injury and Property Damage limit each loss. The dependent contractor will produce to the Company, on request, satisfactory evidence of such insurance.

7.04 Dependent contractors will invoice the Company bimonthly and payment will be delivered through internal Company mail.

ARTICLE 8 BENEFITS

8.01 Unless specifically outlined in Appendix “C”, Dependent Contractors are not covered under the Company’s benefit plans.

ARTICLE 9 MISCELLANEOUS

9.01 Either party may request that the parties meet on a regular basis, as mutually agreed to by both parties, during the term of this Appendix to discuss issues relating to the workplace that affect both parties.

9.02 Unless otherwise indicated, all days referred to in this Appendix will be considered calendar days.

ARTICLE 10 DESCRIPTION OF WORK

ROUTER

Duties and Responsibilities:

1. Plans gas mains and services, renewals, replacements, alterations and upgrading by:
 - a) researching appropriate Government, Company and other records to determine locations of utilities, rail crossings, easements and rights of way to running line planning; line location of Company underground plant,
 - b) surveying and inspecting area conditions of running line locations,
 - c) determining most effective route and location of gas mains and services,
 - d) coordinating planning work with both in-house and with municipalities, other utilities and contractors,
 - e) ensuring proper standards are maintained,
 - f) preparing associated paperwork, including sketches, and specifications,
 - g) preparing project cost estimates.
2. Perform other related duties.

Qualifications:

Must have:

1. Grade 12 or equivalent.
2. A valid B.C. Class 5 Driver's License.
3. Able to operate total station survey equipment.
4. Effective oral and written skills.
5. Knowledge of gas distribution systems and installation practices, utilization and installation codes. Knowledge of design and lay-out of municipal services, including water, sewer, telephone and power.
6. Vehicle capable of performing the work and insured as noted in Article.

APPENDIX H
TO THE COLLECTIVE AGREEMENT

**BETWEEN TERASEN GAS INC. & LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

BETWEEN:

The Company

AND:

Dependent Contractor _____

Address

1. The Company agrees to retain the services of the Dependent Contractor commencing on the _____ day of _____, 20__ as a _____.

SIGNED THIS _____ DAY OF _____ 20 _____

AT _____ B.C.

Dependent Contractor _____

Witness _____

The Company _____

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TERASEN/I.B.E.W. COLLECTIVE AGREEMENT
(1998-2001)

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