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Regulatory Affairs Correspondence
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British Columbia Public Interest Advocacy Centre
Suite 209 – 1090 West Pender Street
Vancouver, BC
V6E 2N7

Attention: Mr. James L. Quail, Executive Director

Dear Mr. Quail:

Re: Terasen Gas Inc. - Fort Nelson Service Area (TG Fort Nelson) 2011 Revenue Requirements Application for Changes to the Revenue Stabilization Adjustment Mechanism ("RSAM") Rate Rider and Delivery Rates effective January 1, 2011 (the "Application")

Response to the British Columbia Public Interest Advocacy Centre on behalf of the British Columbia Old Age Pensioners Organization et al ("BCOAPO") Information Request ("IR") No. 1

On September 8, 2010, Terasen Gas filed the Application as referenced above. In accordance with Commission Order No. G-149-10 setting out the Regulatory Timetable for review of the Application, TG Fort Nelson respectfully submits the attached response to BCOAPO IR No. 1.

If there are any questions regarding the attached, please contact the undersigned.

Yours very truly,

TERASEN GAS INC.

Original signed:

Diane Roy

Attachment

cc (e-mail only): Erica Hamilton, Commission Secretary
Registered Parties



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1.0 Reference: BCUC Order No. G-147-09

Exhibit B-1, Section 1.2, page 1, Executive Summary, and

Exhibit B-1, Section 7.6.6, page 44, "ROE & Capital Structure Deferral"

Preamble: Order No. G-147-09 states that *"On June 24, 2009, Commission Order G-78-09 with respect to the ROE Application ordered that the rates for Terasen Utilities be made interim effective July 1, 2009." The executive summary referenced page states that "Forty per cent of the increase is due to a higher approved equity ratio for 2010 and 2011 and higher approved return on equity beginning July 1, 2009."*

However, in Table 7-5 on page 44, the 2009 "Variance due to change in Approved ROE" indicates an amount of \$9,114 for 2009 based on an ROE variance of 0.52% on a rate base of \$5.055M with an equity component of 35.01%.

- 1.1 The \$9,114 variance appears to be calculated on a full-year basis for 2009 as opposed to a half-year basis. Please confirm that the appropriate calculation for 2009 is on a half-year basis. If unable to so confirm, please explain why calculation on a full-year basis is appropriate for 2009.

Response:

TG Fort Nelson confirms that the appropriate calculation for 2009 is on a half-year basis, and that this basis was used in the calculation. The ROE in effect until June 30 of 2009 was 8.47% and was amended to 9.50% as of July 1, 2009 by Commission Order No. G-158-09. The 2009 "Final Approved ROE" of 8.99% in Table 7-5 is based on the number of days in 2009 that the revised ROE of 9.50% was in effect $((181/365 \times 8.47\%) + (184/365 \times 9.50\%))$.

- 1.2 If the 2009 variance was calculated on a full-year basis, please recalculate the ROE variance for 2009 on a half-year basis and provide details of the calculation.

Response:

Please see the response to BCOAPO IR 1.1.1.



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- 1.3 Please provide details of the calculations for both the 2010 variances shown in Table 7.5.

Response:

The 2010 variances in Table 7-5 are calculated as follows:

ROE Variance	1.03%
Multiply: Final Approved Equity	40.00%
Multiply: Rate Base	\$5,320,000
Variance due to change in Approved ROE	\$21,918

Final Approved ROE	9.50%
Multiply: Approved Equity Variance	4.99%
Multiply: Rate Base	\$5,320,000
Variance due to change in Approved Equity	\$25,219

The first calculation captures the impact of the change in approved ROE, while the second calculation captures the impact of the change in approved equity ratio.

- 1.4 Is it TG-FN's view that because rates were declared interim as of July 1, 2009, then the ROE variance retroactive to July 1, 2009, is automatically approved for recovery?



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Response:

TG Fort Nelson Service Area is entitled to recovery of the ROE increase effective July 1, 2009 through the recovery of the balance in the ROE and Capital Structure Deferral Account since the balance represents a component of just and reasonable rates for 2009 and 2010 that have not yet been collected from customers. Three Commission orders are relevant:

1. Rates for the Terasen Gas Inc. Fort Nelson Service Area were set as interim effective July 1, 2009 by Commission Order No. G-78-09.
2. Commission Order No. G-147-09 established a ROE and Capital Structure Deferral Account for the Fort Nelson Service Area to capture any impacts of the ROE Application decision on the rates for the Fort Nelson Service Area. As explained on page 10 of Terasen Gas Inc. – Fort Nelson Service Area Application for Deferral Account Treatment for 2010: "This account would capture the impact of the change in ROE and capital structure based on the actual rate base for TG Fort Nelson for each of 2009 and 2010."
3. Commission Order No. G-158-09 made July 1, 2009 the effective date of the ROE increase for Terasen Gas Inc.

It follows that the ROE increase effective July 1, 2009 is a component of just and reasonable rates and is captured by the ROE and Capital Structure Deferral Account. The present application is now proposing how to dispose of the balance in this deferral account, as contemplated on page 10 of the Terasen Gas Inc. – Fort Nelson Service Area Application for Deferral Account Treatment for 2010.



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2.0 Reference: Exhibit B-1, Section 1.2, page 3, Executive Summary

- 2.1 The evidence states that *"When a final alternative is selected and a final Class 3 cost estimate is completed, TG Fort Nelson will file an Evidentiary Update at that time."* Please provide TG-FN's best estimate as to when the Evidentiary Update will be filed.

Response:

As discussed in the response to BCUC IR 1.9.2.4, TGFN will file an evidentiary update including the preliminary Class 3 estimates for both the HDD Peak to Peak Option and the IP Bridge Option on November 19, 2010.



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3.0 Reference: Exhibit B-1, Section 3.3, page 14, Underlying Assumptions

- 3.1 Is the lower population growth rate projection for the TG Fort Nelson region in 2011 over 2010 reflected in the customer addition forecasts?

Response:

TGFN does not use population growth rate as a discrete input to the forecasting process. TGFN uses CMHC Housing Starts forecast for the region for the residential forecast. Other sources (such as analyses from the BC Provincial government and major banks) are used to validate the housing starts forecast. In addition TGFN validates the housing starts forecast through discussions with the Fort Nelson regional manager.

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4.0 Reference: Exhibit B-1, Section 3.4, page 15, Tables 3-1 and 3-2, Customer Additions

- 4.1 Please expand Tables 3-1 and 3-2 adding columns for 2007, 2008, and 2009 that provide TG-FN's initial *ex ante* forecasts of year-end additions and year-end customers by rate class.

Response:

TGFN's initial *ex ante* forecasts for the year-end additions and year-end customers by rate class are shown below in reference to the data filed in the 2008 TG Fort Nelson RRA and 2009 TG Fort Nelson RRA.

Table 3-1: Annual Customer Additions Table updated with Forecast Figures for 2007 - 2009								
	2007	2007	2008	2008	2009	2009	2010	2011
	Projection	Actual	Projection	Actual	Projection	Actual	Projection	Forecast
Rate 1	-40	7	6	-13	9	10	10	10
Rate 2.1	-14	6	3	2	3	2	3	2
Rate 2.2	0	1	-2	-2	0	0	0	0
Rate 25	0	0	-1	0	0	0	0	0
Total	-54	14	6	-13	12	12	13	12

Table 3-2: Year-end Customers Show Stable Growth in Recent Years								
	2007	2007	2008	2008	2009	2009	2010	2011
	Projection	Actual	Projection	Actual	Projection	Actual	Projection	Forecast
Rate 1	1,961	1,928	1,934	1,915	1,943	1,925	1,935	1,945
Rate 2.1	416	408	411	410	414	412	415	417
Rate 2.2	29	30	28	28	28	28	28	28
Rate 25	2	2	1	2	1	2	2	2
Total	2,408	2,368	2,374	2,355	2,386	2,367	2,380	2,392



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5.0 Reference: Exhibit B-1, Section 3.7, page 18 and Section 9, Schedule 11, Other Revenue

5.1 Please provide details of the analysis underpinning the forecasts of the three components of Other Revenue as these forecasts appear in Schedule 11.

Response:

The components of and calculation for Other Revenue for TGFN are consistent with the methodology for Terasen Gas. The components are calculated as follows:

1. Late Payment Charges - forecast at a rate of 1.5 per cent of revenues per month, estimated annually based on prior year's experience.
2. Revenue from service work and account transfers – forecast at a rate of \$25 per customer.
3. NSF cheques - estimated at:

0.5% X Beginning of Year Account Base X \$20 per cheque

and in accordance with the tariff.



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6.0 Reference: Exhibit B-1, Section 5.1, page 20 and

Section 9, Schedule 12.0, O&M Expenses

Preamble: In Section 5.1, the evidence states that *"TG Fort Nelson is experiencing relatively steady levels of O&M, with increases at or below the level of inflation."* On Schedule 12.0 (and 12.1), actual O&M, net of capitalized overheads is shown as \$658K in 2009, rising to a projected \$693 in 2010, and rising to a projected amount of \$698K in 2011. These numbers indicate a 5.31% increase in O&M costs in 2010 over 2009 and an annual compounded rate of increase of 2.99% per year over the period 2009-11.

6.1 Please confirm that the projected increases in 2010 and 2011 represent increases in net O&M above the level of expected inflation. If unable to so confirm, please explain.

Response:

TG Fort Nelson confirms that *"TG Fort Nelson is experiencing relatively steady levels of O&M, with increases at or below the level of inflation"* is an accurate statement when applied to the Gross (controllable) O&M for the test year of 2011.

TG Fort Nelson considers that Gross O&M before Overheads Capitalized is a more appropriate measure of controllable costs than Net O&M after Overheads Capitalized. The Net O&M is affected by changes in the approved overhead capitalization rate, which in this case decreased from 16% in 2009 to 14% for 2010 and 2011.

Using the Gross O&M basis, 2010 shows a 2.8% increase in O&M expenses over 2009, while 2011 shows an annual compounded increase of 1.7% over 2009. The 2011 O&M compares very favorably with the forecast levels of inflation of 1.70% for 2010 and 2.11% for 2011 (total of 3.81%) provided in Table 5-2 and further supported in the response to BCOAPO IR 1.7.8.

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7.0 Reference: Exhibit B-1, Section 5-2, pages 20-23, O&M Costs

- 7.1 On page 21, the evidence states that *"For 2010 and 2011, TG Fort Nelson has included in its forecast a reduction of \$1 thousand and \$3 thousand respectively ... representing anticipated HST savings. This amount was calculated as 0.3% of the estimated Terasen Gas HST savings."* Given that TG-FN is proposing capital spending that is projected to significantly increase its rate base by \$1.510M, or 29.9% in two years – from \$5.055M in 2009 to \$6.565M in 2011 – please explain why using an allocation of TG's total projected HST savings to TG-FN based on a factor of 0.3% derived from relative number of customers is appropriate for this estimate.

Response:

TG Fort Nelson clarifies that the HST savings represent 0.3% of Terasen Gas' projected HST savings related to O&M costs, and does not represent any savings related to capital costs. Most of the direct O&M in TG Fort Nelson consists of labour, which does not attract PST or HST. Most of the remaining costs are allocated from TGI using the 0.3% approved allocation factor, which also forms the basis for the determination of the forecast HST savings. It therefore forms a reasonable basis for allocating HST savings from TGI.

The O&M costs for 2011 are not materially affected by the additions to rate base, which are driven by the capital upgrade to the Fort Nelson Odorizer Station in 2009, the Muskwa Gate Station in 2010 and 2011, and the Muskwa River Crossing Project proposed to enter rate base in October of 2011. Therefore, TGFN believes it is appropriate to continue with the 0.3% allocation methodology for determining forecasted HST savings in O&M, despite the growth in rate base.

- 7.2 Please provide a "bottom up" estimate of TG-FN's projected HST savings for 2010 and 2011 that recognizes the significant increase in spending by TG-FN in 2010 and 2011.

Response:

As discussed in the response to BCOAPO IR 1.7.1, the significant increase in capital spending in 2010 and 2011 does not have a material impact on O&M costs for the years 2010 and 2011. The increased capital spending would generally be expected to attract some HST savings



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relative to the levels of PST previously paid on capital items. However, the impact of any potential capital-related HST savings on revenue requirements is very small, consisting only of its impact on the return on equity, interest expense, and depreciation.

TGFN is unable to perform the "bottom up" capital-related HST savings calculation with any degree of confidence without incurring a significant cost. This is due to the changing mix of the materials and labour that make up the capital expenditure program from year to year, the level of detail required to determine which materials would be subject to PST and would therefore potentially show some HST savings, and also the timing of when those capital expenditures actually enter rate base and affect revenue requirements.

A high level analysis performed on a basis similar to that used to estimate Terasen Gas' capital-related HST savings shows that the savings for the half year of 2010 would likely be less than \$1 thousand. Since some of this savings for 2011 is already embedded in the capital forecasts, even though the HST for 2011 is in place for a full year the savings would be expected to be comparably small.

- 7.3 Please provide a copy of the collective agreement covering the IBEW employees for 2010 and 2011.

Response:

Please refer to Attachment 7.3 for the IBEW collective agreement (the "Agreement"). The Agreement, which is valid until March 31, 2011, is still in draft form as there are outstanding housekeeping changes still pending. Please refer to Schedule A of the Agreement which shows a general wage increase of 3% effective April 1, 2010 to March 31, 2011. Based on historical data, TG Fort Nelson has also forecasted a 3% annual general wage increase for the period of April 1, 2011 to March 31, 2012.



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- 7.4 On page 22, the evidence states that "*COPE labour charges are allocated from TGI in accordance with the methodology described above.*" Does the "methodology described above" refer to an allocation based on customer numbers?

Response:

Yes, the methodology used for allocating COPE labour charges from TGI is based on the approved allocation methodology for Shared Services. The Shared Services are allocated based on average customer numbers, which resulted in a 0.3% allocation factor. This is consistent for years 2008 onwards.

- 7.5 With respect to vehicle costs, for each year 2009-2011 inclusive, please provide the costs charged to O&M and the costs capitalized.

Response:

Following is a table showing the vehicle costs charged to O&M and capital for the years 2009 through 2011.

Vehicle Costs Charged to O&M and Capital Activities
(amounts in 000's)

	2009 Actual	2010 Projected	2011 Forecast
Vehicle costs charged to O&M	65	54	61
Vehicle costs charged to Capital	<u>15</u>	<u>14</u>	<u>11</u>
Total vehicle costs	<u><u>80</u></u>	<u><u>68</u></u>	<u><u>72</u></u>

Total vehicle costs are decreasing in 2010 and 2011 compared to 2009 primarily due to lower allocations of vehicle expense from TGI. Please refer to the response to BCOAPO IR 1.7.6 for an explanation of the allocation of vehicle costs to O&M and Capital in 2010 and 2011.



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- 7.6 Please explain why TG-FN is experiencing "decreasing regular capital activities" per page 22.

Response:

Regular capital activities that attract allocations of vehicle costs are primarily Distribution Plant: Services, Mains and Meters. As shown in Table 7-2: Summary of Gross Plant Additions, service additions in 2010 are \$56,000 compared to \$36,000 in 2011. The comment "due to decreasing regular capital activities" refers to this decrease in service additions. This decrease results in a lesser amount of total vehicle costs being capitalized in 2011, which, all else being equal, will lead to an increased amount being allocated to O&M for that year.

- 7.7 On page 22, the evidence indicates that TG-FN has three employees, one management and exempt employee and two IBEW employees. On page 23, the pre-filed evidence states that TG-FN has experienced "a high employee turnover." Please provide details of the high employee turnover experienced.

Response:

High employee turnover is evidenced by the fact that, since 2005, one employee has retired, one was terminated and three have moved to work elsewhere in the TGI service territory. On average this equates to one employee per year or a 33% turnover. The most recent turnover has been in 1 IBEW in 2010 and 1 IBEW in 2008. Training costs for a new hire are in the range of \$20,000. Table 5-1: O&M Resources Required for TG Fort Nelson Expenses indicates that Employee Expenses for 2009 were \$13,000 Actual vs \$33,000 Decision, the difference being explained by the fact that no new hires were trained in 2009. Employee Expenses for 2010 are projected to be \$37,000 which includes the additional training of a new hire while the forecast for 2011 of \$17,000 excludes the additional training of a new hire.



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7.8 Please provide the source for the inflation rates specified in Table 5-2.

Response:

The inflation rates specified in Table 5-2 (1.7% for 2010 and 2.11% for 2011) are an average of the CPI (BC) forecasts. .

The following table shows the financial sources, which are the same sources used for the inflation rates in the Terasen Gas Inc. 2010-2011 Revenue Requirement Application.

CPI (BC) forecasts

Source	CPI Forecast	
	2010	2011
Conference Board of Canada	1.89%	2.82%
Ministry of Finance	1.80%	2.00%
RBC Financial Group	1.90%	2.20%
Toronto-Dominion Bank	1.20%	1.40%
Average	1.70%	2.11%

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8.0 Reference: Exhibit B-1, Sections 6.1 and 6.2, page 24, Taxes

8.1 Please provide a list of the "current substantively enacted tax legislation" components reflected in the application.

Response:

The term "current substantively enacted tax legislation" includes all aspects of tax legislation, but generally refers to tax rates which are set by legislation or regulation, which can be changed by governments.

Various tax rates reflected in the application include:

- Combined federal and B.C. corporate income tax rate of 26.5% for 2011;
- B.C. carbon tax rate of 99.32 cents per GJ until June 30, 2011 and 124.15 cents per GJ from July 1 to December 31, 2011;
- HST rate of 12%;
- Capital cost allowance rates used to calculate the capital cost allowance for calculation of corporate income taxes (set out in Section 9 Schedule 15.3).

8.2 Please confirm that the "future property tax liabilities" reflected in the application are projected property taxes payable over the test period.

Response:

Confirmed. The "future property tax liabilities" reflected in the application are the projected property taxes payable.



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9.0 Reference: Exhibit B-1, Section 6.2.2, pages 25-26, Property Tax Forecast – 2011

9.1 Please provide the basis for the statements regarding (i) the expected land increase of 15% in 2011 and (ii) the 20% to 30% increase in 2010 land values.

Response:

1. The expected increase of 15% in 2011 was based on discussions with BC Assessment.
2. In 2010, the 20% to 30% increase is based on actual experience. In 2010, the land assessment change reflected the difference in values from July 2007 to July 2009 because the Province froze the assessment roll in 2009. The freeze in the roll artificially kept assessment values at the lower of the values at July 2007 or July 2008.

Legislated right-of-way rates increased approximately 20% while the land portion of the Fort Nelson office increased by 35%. An assessment appeal on the Fort Nelson office was initiated through the Property Assessment Review Panel, but after discussions with BC Assessment it was soon apparent that the market value of the property was in-line with other similar properties and that the office was under assessed in prior years. TGFN was, however, successful in changing the classification from Utility to Business & Other, which resulted in a lower tax rate being applied to most of the increase.

Land comprises approximately 8% of the entire Fort Nelson Assessment Roll, most of which is related to the Fort Nelson office. The total change in the land value in 2010 amounted to \$70,000 resulting in an additional \$2,200 in taxes.

TG Fort Nelson continues to work to proactively manage property taxes through assessment reviews and appeals, and to take steps to understand Municipal finances and overall tax policies, building and maintaining relationships with the assessment authorities.

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10.0 Reference: Exhibit B-1, Section 7.3.2, pages 32-41, Muskwa River Crossing Project

10.1 Please explain why the alternative HDD Crossing (Peak to Peak) is preferred to the lower cost alternative HDD Crossing (Low to High).

Response:

Chinook Engineering has advised that the HDD Peak to Peak is preferred to the HDD Low to High Option for the following reasons:

1. Less likelihood of a drilling mud 'frac-out' within the watercourse as appropriate depth of cover is achieved by the Peak to Peak drill from the north to south riparian boundaries.
2. The Low to High drill requires steep entry angles to achieve the required depth of cover under the thalweg of the river which poses technical challenges to the drilling program.
3. Avoidance of the necessity of mobilizing large tanks to store drilling mud on the work pad prior to disposal or alternatively building a lined retaining pond on the gravel bar to temporarily store the mud until it is removed.
4. Based on the preliminary understanding of the subsurface geology, the Peak to Peak drill has a greater likelihood of success compared to the Low to High drill.
5. Avoidance of potential harmful alteration and destruction of riverine and fisheries habitat of the Muskwa by moving the entry pad to the river uplands.

10.2 Please confirm that it is simply a coincidence that the Upper Bound estimate of \$2.45M for the preferred alternative, HDD Crossing (Peak to Peak), as shown in Table 7-3 exactly equals the total project costs of \$2.45M shown in Table 7-4 on page 40. If unable to so confirm, please explain.



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Response:

TGFN confirms that it is a coincidence that the Upper Bound estimate of \$2.45 million for the HDD Peak to Peak Option equals the total project cost of \$2.45 million.

As shown in Table 7-4 on page 40 of the Application, the total project cost included in the Application consists of \$2.05 million of the HDD Peak to Peak Option estimate (Mean of \$1.64 million plus 25%), plus \$0.3 million of project development costs and \$0.1 million of site restoration and project completion costs.

- 10.3 Please provide the actual amount spent to date in 2010 on "Product development and alternative evaluation costs" per Table 7-4, along with an updated projection for the total of this cost item.

Response:

Please see the response to BCUC IR.1.14.1.

- 10.4 For each of the alternatives shown in Table 7-3, please provide an estimate of the "Site restoration costs."

Response:

Table 7-3 was developed with Class 4 estimates. The estimate of \$100,000 for the "site restoration costs" to be incurred in 2012 should have read "site restoration and on-going project completion costs" such as engineering, project management, and others as required to close the project.

Site restoration costs, within the Class 4 estimate, includes: HADD¹, restoration of disturbed surfaces, replanting of cut timber and erosion control of steep slopes, re-seeding, and soils restoration.

¹ HADD - Harmful Alteration, Disruption or Destruction of fish habitat. For works that may result in a HADD, the Department of Fisheries and Oceans requires mitigation plans and procedures to offset the HADD.



Terasen Gas Inc. Fort Nelson Service Area ("TGFN", "TG Fort Nelson" or the "Company") 2011 Revenue Requirements Application for Changes to the Revenue Stabilization Adjustment Mechanism ("RSAM") Rate Rider and Delivery Rates effective January 1, 2011 (the "Application")	Submission Date: November 12, 2010
Response to British Columbia Public Interest Advocacy Centre on behalf of the British Columbia Old Age Pensioners Organization et al ("BCOAPO") Information Request ("IR") No. 1	Page 18

Cost estimates are as follows (without contingency):

Non In-stream Installations

HDD Peak to Peak Drill:	\$46,000
HDD Low to High Drill: interpretation of HADD)	\$46,000 (subject to Department of Fisheries and Oceans

In-stream Installations

Open Cut Crossing:	\$462,000
Live Line Lowering:	\$473,000
IP Bridge Crossing:	\$102,000
Concrete Mats:	\$375,000
Rip Rap Placement:	\$372,000

Note that a large portion of the clean-up cost estimate for the options that require in-stream activity is for compensation due to the potential for a HADD. The restoration costs may differ for the Class 3 estimate to be produced.

10.5 Please confirm that the Chinook estimates include 15% for contingency costs.

Response:

Please see the response to BCUC IR 1.9.2.2.



Terasen Gas Inc. Fort Nelson Service Area ("TGFN", "TG Fort Nelson" or the "Company") 2011 Revenue Requirements Application for Changes to the Revenue Stabilization Adjustment Mechanism ("RSAM") Rate Rider and Delivery Rates effective January 1, 2011 (the "Application")	Submission Date: November 12, 2010
Response to British Columbia Public Interest Advocacy Centre on behalf of the British Columbia Old Age Pensioners Organization et al ("BCOAPO") Information Request ("IR") No. 1	Page 19

- 10.6 Regarding footnote 3 at the bottom of page 40, please indicate the rationale for using Chinook's mean estimate plus 25% for TG-FN's mean estimate.

Response:

In determining a reasonable estimate for the project at the time of filing the Application, TGFN believes that the mean plus 25% generates a more appropriate estimate because of the uncertainty of the information available at the time and the broad range of Class 4 estimates. The Class 3 estimates for the preferred crossing options will utilize more data and more certain information which will increase the confidence of the estimate.



Terasen Gas Inc. Fort Nelson Service Area ("TGFN", "TG Fort Nelson" or the "Company") 2011 Revenue Requirements Application for Changes to the Revenue Stabilization Adjustment Mechanism ("RSAM") Rate Rider and Delivery Rates effective January 1, 2011 (the "Application")	Submission Date: November 12, 2010
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11.0 Reference: Exhibit B-1, Section 8.2, page 48, Debt

11.1 Did TGI try to secure any long-term debt under the recent federal infrastructure program? If so, was TGI successful and does the long-term debt embedded cost in this application reflect such borrowings? If not, why not?

Response:

No, TGI did not apply for long-term debt funding under the program. TGI was of the understanding that the funding was only intended for government sponsored initiatives.

11.2 Please explain fully why 4.50% is an appropriate cost of short-term unfunded debt in the current economic circumstances.

Response:

As discussed in Section 8.2 of the Application, the 4.5% short-term unfunded debt rate for TGFN for 2011 is consistent with the rate approved in the TGI 2010-2011 Revenue Requirements Negotiated Settlement. TGFN and TGI share the same debt and the same methodology for capturing variances in the debt rates in the Deferred Interest deferral account.

To simplify the calculation of the deferred variances and provide consistency of treatment across the two regulated utilities, the same debt rates are utilized for both entities. Since variances are captured in the deferral account and flow through to customers' rates in TGFN's next Revenue Requirement Application, TGFN believes that maintaining this methodology for forecasting debt rates is appropriate.

To provide further understanding of the sensitivity of this component of the cost of service, as an example, a 1% decrease in the short term rate (from 4.5% to 3.5%) would result in a reduction to revenue requirements of approximately \$9 thousand.

AGREEMENT
BETWEEN
TERASEN GAS INC.
AND
LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

This Agreement is effective April 1, 2006 and applies to employees of Terasen Gas Inc., Terasen Gas Vancouver Island Inc. and Terasen Gas Whistler Inc. hereinafter designated and known as "Terasen", or the "Company" and who are members of Local 213 of the International Brotherhood of Electrical Workers hereinafter designated and known as "IBEW 213" or the "Union".

EXPIRY DATE: MARCH 31, 2011

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1. GENERAL

1.01

The management, operation, 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

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.

1.05

This Agreement expires 31 March 2011. 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.

1.05.1

Either party may at any time give to the other party four (4) 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

1.06

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.

1.07 Regular Employee

One who holds a permanent, posted job, and does not include a new employee serving his initial probationary period.

1.08

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.

1.09

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

Employees who are terminated will discontinue their participation in the employee benefits and concessions covered in Articles 13, 14, 15, 16, and 17 subject to the provisions of the respective plans.

3.03

Temporary employees may be hired for a period of six (6) 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.

3.03.1

Temporary employees are not eligible for the benefits described in Articles 20.04, 24.02.1, 24.03, 24.04, 24.05.

3.03.2

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.

3.04

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:

Materials Truck Driver
Equipment Operator 1/2
Shop Assistant
Material Handler
Painter
Materials Shipper/Receiver

Clean-Up Truck Driver
Recycling Mechanic
Truck Driver
Labourer

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	System Operations Technician/Apprentice
<u>Customer Service Technician 1/2</u>	Shop Mechanic 1/2/3	Measurement Technician Measurement Mechanic <u>1/2/3</u>
Commercial S&ST/Sr S&ST	<u>Sr. Pipeline Tech/Pipeline Tech 1/2</u>	<u>EODM/DMX/DM/DA</u>
Welder 1/Crew Leader/DM/DA	<u>Compression & Controls Technician 1/2/3/4</u>	<u>Stores Leader/Sr. Material Handler/Materials Shipper Receiver/Material Handler</u>

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 John Kinzie (or a substitute agreed to by the parties) for final settlement by final offer arbitration, within thirty (30) 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.

5.03.3 (formerly LOU #2)

When employees bump into another section, to avoid permanent layoff, the company agrees to protect employees from "bumping through" (as per the Larson Award) in the receiving section, by agreeing not to lay off Distribution Apprentices if contractors are employed doing similar work to that classification in that section.

5.03.4. (formerly LOU #2)

The Union recognizes that from time to time the Company will re-organize its structure for reasons of corporate efficiency. This may result in changes to boundaries of sections referred to in this Article.

The Company will make all reasonable efforts to minimize the impact on individual employees with respect to this Article 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 (e.g. C & M, CS, Transmission sections), and a District within the Interior Region.

5.04 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.

5.05 Severance Pay upon Redundancy and for Health Cases

The Company 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.

5.05.1

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

5.05.2

In both cases a minimum of five (5) years' service is required.

6. GRIEVANCES

6.01

Except as modified by Article 6.01.05, complaints shall first be discussed with the immediate Manager concerned.

6.01.1 Stage I:

Failing settlement at the complaint stage, the grievance shall be presented in writing to the immediate Manager with a copy to the Labour Relations Department giving details of the alleged violation and the relevant Collective Agreement Article(s).

6.01.2 Stage II:

Failing settlement at Stage I, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Department Head with a copy to the Labour Relations Department.

6.01.3 Stage III:

Failing settlement at Stage II, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Vice-President, and the Vice-President, Human Resources (or delegates).

6.01.4

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

6.01.5

- (a) 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.
- (b) The Union has the right to refer a union and/or policy grievance to the Company at Stage III of this grievance procedure by presenting such a grievance to the Company's Manager, Labour Relations in writing.
- (c) The Company has the right to refer a company grievance to the Union at Stage III of this grievance procedure by presenting such a grievance to the Union's Assistant Business Manager in writing.

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-person 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 or single Arbitrator 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 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, an arbitrator 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 two and one-half (2-1/2) year period 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:

7.01.1 Union Seniority:

- a. Union Seniority is the date the employee was last hired into Terasen, Centra Gas B.C., Centra Gas Whistler, Inland Natural Gas, Columbia Gas or any predecessor Company as a regular employee with IBEW 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)

7.01.2 Regional Seniority:

- a. There are three (3) 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 employee's most recent selection letter to a Unit.

7.01.4 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.

When the two (2) week posting period of two or more bulletins for a classification within a unit overlap, and when the selections are made within six (6) weeks of each other, a common classification seniority date will apply to those selected.

- 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.

An employee demoted voluntarily or for cause shall lose classification seniority and the employee and the Union will be notified accordingly in writing.

We have also reached agreement as to the interpretation of the words 'demoted voluntarily', in the first line of this article. So as not to conflict with what is now article 7.01.4(c), an employee who bulletins into a lower-paying job will not normally lose classification seniority. When a demotion occurs in this fashion (by bulletin), classification seniority will be lost only if the employee has documented performance problems in the classification s/he is leaving. These problems will be of a nature and severity that suggests the employee may not be suitable for that classification. See Article 4.02.1

- e. An employee who refuses recall to a classification on a seniority basis will forfeit his Classification Seniority in the seniority Unit.
- f. 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.
- g. 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:

Category	Category	Category	Category	Category
Mechanical Foreman	<u>Warehouse & Delivery Leader</u>	Mechanical Foreman	Measurement Shop Leader	<u>Building Operations & Maintenance Leader</u>
Fitter Welder 1	Stores Leader	Shop Mechanic 1	Measurement Technician <u>Measurement & Controls Technician</u>	<u>Shop Mechanic 1, 2 & 3(B&U)</u>
Fitter Welder 2	Senior Material	Shop Mechanic 2	Measurement	<u>Building Maintenance</u>

	Handler		Mechanic 1	<u>Worker</u>
Fitter Welder 3	Material Handler		Measurement Mechanic 2	

Category	Category	Category	Category	Category
<u>Distribution Service Agent</u>	<u>Distribution Service Agent</u>	System Operations Technician	C&CT 1	Senior Pipeline Technician
<u>Senior Sales & Service Technician</u>	Welder 1 (Crew Leader (Arc))	System Operations Apprentice	C&CT 2	Pipeline Technician I
<u>Customer Service Technician 1</u>	Crew Leader		C&CT 3	Pipeline Technician II
<u>Customer Service Technician 2</u>	Distribution Mechanic DMX		C&CT 4	Pipeline Labourer
	Distribution Apprentice			

- h. Shop 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.

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

7.02 APPLICATION OF SENIORITY

7.02.1 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)

7.02.2 Layoff

- a. In core level classifications (Labourer; Shop 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. The notice period shall be extended if an employee is on vacation by the number of days between the notice date and the end of the employee's vacation. The notice is not postponed.
- 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
3 weeks

1 week
1 week

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 7.02.2 (c) above, if they revert to laid off status.
- f. For severance pay due to redundancy or for health cases, see Article 5.05.
- 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. Notice of layoff must occur in order to trigger bumping rights. The laid-off employee's wage rate will be the same as the classification bumped and he may choose one of the following five options. The employee must prioritize all options in case his first choice is unavailable. 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 g., 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 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 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 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.

An employee cannot bump into the same classification as the one he currently holds, even when it is in a different unit. That would be an Option #2 bump; or

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; 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 Unit, fifth, Company-wide; and, only if no bumps are available in the above core level 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.

An employee who has bumped based on Option #4 (Union Seniority) cannot be bumped out of the new position/location by another employee using Option #2 (Classification Seniority). He can only be bumped by a more senior employee using Union Seniority under Option #4.

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.

- 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:

7.03.1.

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 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.

In maintaining the principle of ‘first on, last off’, recall to the core level classifications shall be based on Union Seniority. Such recall shall be applicable only to the headquarters of initial displacement.

For example, DMs who have been displaced as a result of bumping or layoff from their headquarters shall have the right to be recalled into the core classification in their headquarters of origin based on Union Seniority.

7.03.2

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.

7.03.3.

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.

7.03.4

Recall to temporary positions shall not exceed three months cumulative and will not result in an extension to the twelve (12) month recall period.

7.03.5

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.

7.03.6

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.

7.03.7

Subject to qualifications, no new employees will be hired until all eligible laid-off employees have been recalled from the recall list.

7.03.8

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.

7.03.9

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. (See Article 7.04.13)

<u>DISPLACED</u> (Have exercised their bumping rights)	<u>LAI D OFF</u> (Street)
<ul style="list-style-type: none"> • <u>Employees displaced will only have recall rights to the classification and location of initial displacements</u> 	<ul style="list-style-type: none"> • <u>Recall to any previously-held classification is only applicable to employees laid off to the street</u> • <u>If the employee accepts recall to a location other than his original headquarters in a lower classification, he shall only have recall rights to his position of initial layoff in his home headquarters</u>

Notwithstanding Article 7, the intent is to get the employee back to his/her position of origin.

7.04 Temporary Layoff, Bumping and Recall

7.04.1

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 legacy and choices days and Supplementary vacations if applicable to avoid or postpone layoff.

All construction employees in an Interior headquarter must use their legacy and choices days and then Supplementary Vacation, if applicable, in order to avoid or delay the layoff of any construction employee within that headquarters.

Any employee may volunteer to use some or all of his overtime bank and/or banked time to avoid or delay the layoff of another employee as long as the offer is made when the manager meets with the employee to formulate the schedule under Article 7.04.2. (See Article 33.01.2)

7.04.2

The time off/layoff schedule can be revised by mutual agreement as may be warranted by weather, workload, or other relevant consideration.

7.04.3

If the employee's legacy and choices days and Supplementary Vacation, if applicable, are exhausted before sufficient work is available, s/he will be laid off.

7.04.4

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 7.02.2 (b) and retain full 12-month recall rights from the date of permanent layoff pursuant to Article 7.03.1.]

7.04.5

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.

7.04.6

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; Distribution Apprentice). In both instances, the sequence will be: first, in his current Interior or Island Headquarters or Coastal Unit, second, in his current Interior or Island District or Current Coastal Region; third, in his current Interior or Island 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, Distribution Apprentice). The sequence will be: first, in his current Interior or Island Headquarters or Coastal Unit, second, in his current Interior or Island District or current Coastal Region; third, in his current Interior or Island 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.

7.04.7

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.

7.04.8

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

7.04.9

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.

7.04.10

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.

7.04.11

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

7.04.12

Regular employees on seasonal or temporary layoff, 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.

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.

Employees applying for positions that include an automatic progression or an apprenticeship are deemed to have applied for the higher level position for the purpose of this article.

8.01.1.4

- (a) 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.
- (b) Within three months of the closing date on a job bulletin, the Company may select applicants for the bulletined position(s) from the bulletin summary for the job bulletin without posting a new job bulletin for the same position(s).

8.01.1.5

Subject to ability and efficiency, Union and Regional seniority shall be the governing factors in selections. (For seniority purposes, selection will be based first by Regional Seniority and followed by Union Seniority, except that Squamish selection is based on Union Seniority only).

For the Measurement Group Leader, Warehouse & Delivery Leader, Measurement Shop Leader, Mechanical Foreman/Shop Leader, Building Operations & Maintenance Leader and Distribution Service Agent classifications, selections shall be made giving equal weight to each of the following six (6) factors:

- (i) Seniority
- (ii) Expertise
- (iii) Initiative
- (iv) Problem-solving & results orientation
- (v) Customer focus
- (vi) Business understanding & alignment

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 (6) weeks. During the six (6) week interim period the Company may select relief or other qualified employees to perform the work without accruing regular seniority.

8.01.3 (formerly 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.

8.01.3.1 (formerly 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 of the letter confirming acceptance.

8.01.4 (formerly Article 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.

8.01.5

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 Senior Sales and Service Technicians: (Interior)

The Company shall continue to employ the current, regular Senior Sales and Service Technicians at each headquarters where there are one or more Customer Service Technicians in addition to the Senior. These Senior SSTs shall receive the entitlements of Article 7 if/when their position is discontinued. (formerly LOU #32)

8.02.1 (formerly 8.07.2)

A full-time requirement for a Customer Service Technician may occur in a town where more than one fully-ticketed Customer Service Technician already holds a bulletined job. In that case, a Customer Service Technician position will be posted, but non-ticketed employees would also be invited to apply.

8.02.2 (formerly 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.

8.03 Special Situations: (Interior)

8.03.1

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

8.03.2

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.

8.04 Branch Managers: (Interior)

8.04.1

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.

8.04.2

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 IBEW 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 Customer Service Technician to carry out the work that would normally fall within the jurisdiction of the Union.

8.04.3

The class of employees used in each of the towns is the responsibility of the Company. Neither 8.04.1 nor 8.04.2 above shall be used to reduce the numbers of employees or the classifications currently in effect in their towns.

8.04.4

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

9. TEMPORARY VACANCIES (formerly LOU NO. 31)

9.01

Except as otherwise detailed in this Article, temporary vacancies shall first be filled by qualified employees within the work group.

9.01.1

In the Metro and Fraser Valley Units, the crew is the work group (formerly from LOU NO. 61)

9.01.2

In the Interior and Island, all positions reporting to a first-line supervisor/manager constitute a work group, except that the Distribution Apprentice classification is deemed to be a Construction position.

9.02

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.

9.02.1

Temporary vacancies for LNG Plant Operator, Instructor and Interior Pipeline Crew shall be posted throughout the Company.

9.02.2

Employees traveling and/or relocating to fill a temporary vacancy shall do so on their own time and expense.

9.03

Temporary bulletin holders shall be called when a temporary vacancy exceeds six consecutive weeks, or when it is filled from outside the work group.

9.04

Release for temporary demotion is at Company discretion.

9.05

When and if the temporary bulletin holder has not worked in the temporary classification for more than 12 months and if the holder no longer meets the required qualifications for the position, the temporary bulletin shall expire unless the employee was denied work in the temporary classification at Company convenience.

9.06

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.

9.07

Employees may hold only one temporary bulletin at any one time.

9.08

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

10. MOVING EXPENSES (formerly Article 9)**10.01**

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 28.01), or where the Company requests an employee to fill a job which requires the employee to move.

10.02

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.

10.02.1

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

10.02.2

All expense claims must be supported by receipts.

10.03

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.

10.04

The Company will pay all costs for moving, pursuant to the provisions of Article 10.01, 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.

10.05

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) \$40.00 meal allowance per day if the employee stays in a housekeeping unit,
- b) \$50.00 meal allowance per day if the employee stays in a non-housekeeping unit.

10.06

The Company will not pay moving expenses where:

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

10.07

Where an employee bumps to a core-level classification under Article 7.02.3, Option #4, he shall pay his own moving expenses.

10.08

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 one of the other Regions.

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

Periods during which an employee is laid off are not recognized in the calculation of accredited service.

11.01.2

Accredited service is not related to the calculation of any type of seniority.

12. TRAINING

See Article 28.08 - Re: Travel outside of normal working hours

See Article 30.06.2 - Re: Varying Hours of work when attending training courses

12.01 Grade A Gas Fitting Training Course (formerly LOU NO.16A)

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 the Company which 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.

12.01.1

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.

12.02 Training of Fitter Welders (formerly LOU NO.21)**12.02.1**

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.

12.02.2

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

12.02.3

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.

12.02.4

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.

12.02.5

Details of the selection procedures and other matters will be as follows:

12.02.5.1 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:

- a) Verification of work performance and duties performed during previous employment both within and outside the Company.
- b) 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.

- c) Verification of education.
- d) 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.
- e) 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.
- f) Interview by a selection panel of two to five selectors.
- g) Seniority shall not be a major consideration in the selection.

12.02.5.2 Rights of Withdrawal from Program:

- a) 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.
- b) 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.
- c) 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.

12.02.5.3 Rights to Bid on Other Jobs During and After This Course:

- a) A Fitter Welder 3 may bid on non-welder jobs during the period when he may withdraw from training in accordance with Article 38.02.5.2 a) only and at no other time.
- b) 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.

12.02.5.4 Rights on Successful Completion of Course:

- a) 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.
- b) 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 Article 38.02.5.4 a) above has been observed.

12.02.5.5 Appointment to Vacancies after Completion of Course:

- a) 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 Article 38.02.5.5 b) below.
- b) 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) Crew Leader
(if so employed before training as Fitter Welder 3)
 - (iii) Customer Service Technician
(if so employed before training as Fitter Welder 3)
 - (iv) Distribution Mechanic/Distribution Apprentice (if so employed before as Fitter Welder 3)

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.

12.02.5.6 Numbers to be trained:

- a) 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.
- b) 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.
- c) 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.

12.03 (formerly Article 37.05.4)

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

12.03.1 (formerly Article 37.05.4.1)

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

12.04 Corrosion Control Technologist Trainee & Measurement and Controls Technician Trainee – Victoria Unit Only (formerly LOU #5 – Victoria Unit & LOU#21 – Victoria Unit)

The Company will provide training for IBEW 213 Company employees to qualify respectively as Corrosion Control Technologists or, Measurement & Controls Technicians by use of the Company's existing qualified staff, enrolment in Corrosion apprenticeship program or an Instrumentation 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 or the Company's Measurement & Controls Technician requirements. This arrangement shall not preclude the hiring of Corrosion Control Technologist Trainee or, Measurement & Controls Technicians 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.

A Measurement & Controls Technician Trainee shall receive 80 percent of the hourly rate paid a Measurement & Controls 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, the Corrosion Control Technologist Trainee or the, Measurement & Controls 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 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.

12.04.1 Rights to Withdrawal form Program

Corrosion Control Technologist Trainee or a Measurement & Controls Technician Trainee upon completion of their first year in the position/program may not voluntarily withdraw from the program.

12.04.2 Rights to Bid on Other Jobs during this Program

A Corrosion Control Technologist Trainee or a Measurement & Controls Technician Trainee who has respectively entered into a Corrosion training program or an instrumentation training program may not bid on other positions posted within Terasen Gas.

A Corrosion Control Technologist Trainee or a Measurement & Controls Technician Trainee who respectively accepts another Corrosion position or another Measurement position with Terasen Gas shall continue their wage progression until such time as their training is complete regardless of the corrosion position or the measurement position applied for.

12.04.3 Training Requirements

The Company shall ensure the Corrosion Control Technologist Trainee or the Measurement & Controls Technician Trainee respectively works under the direction of a Corrosion Control Technologist or a, Measurement & Controls Technician and receives the required training and skills to complete the program.

The Union recognizes the need for the Trainee to travel to other areas of the Terasen Gas system to ensure adequate training and completion of the program.

12.04.4 Program Completion

A Corrosion Control Technologist Trainee or a Measurement & Controls 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.

A Corrosion Control Technologist Trainee or a Measurement & Controls Technician 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 4.02.1. The Company may, at its discretion, review any extraneous circumstances that may have prevented the successful completion of the post-secondary training.

A Corrosion Control Technologist Trainee or a Measurement & Controls 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.

12.05 Compression & Controls Technicians (CCT) – Trades Qualifications & Apprenticeship(formerly Part 1 of LOU NO.59)

- a) Those CCTs and new employees to this classification who do not hold an Interprovincial or B.C. Provincial Trades Qualification Certificate or Exemption Certificate in Electrical, will be required to obtain the Electrical TQ through an apprenticeship program. Those who have obtained an Exemption Certificate will enter into an apprenticeship at the Company's discretion.
- b) An employee who has relevant training and experience shall write a slotting exam as provided by the Apprenticeship Branch.
- c) An employee who fails any apprentice year twice may be terminated or reassigned, at the Company's sole discretion.

12.05.1 Apprenticeship

- a) School Terms will be scheduled by the Company to meet operational requirements.
- b) Travel, accommodation and meal expenses during the school term will be by agreement between the employee and the manager based on what is reasonable in the circumstances and generally within the practice followed for Company training. Failing agreement between the employee and the manager, agreement will be reached between the Union and the Company.
- c) Employees shall continue to receive their regular, straight time wages for all time associated with the school term. If the employee is required to perform Company work during the school term, the regular hours of work or overtime provisions will apply. If the employee is required to repeat a school term, all time and expenses associated with the repeated term are the responsibility of the employee.
- d) Books and supplies as prescribed by the Apprenticeship Branch will be reimbursed by the Company.
- e) Employees hired after June 13, 2004 shall contribute 15 days of their own time per year to classroom time.
- f) Employees and internal hires hired before June 13, 2004, who do not have the trade qualification or an Exemption Certificate shall not be required to contribute any of their own time to classroom time.
- g) Employees hired after June 13, 2004 and who receive the benefits of this Article 38.05 (i.e. the employee is in the apprenticeship program for a required TQ) are not eligible for the Attraction/Retention Premium.

13. GROUP LIFE INSURANCE

****SUPERCEDED BY FLEXIBLE BENEFITS PLAN CHANGES, EFFECTIVE JANUARY 1, 2011****

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 The Manufacturers Life Insurance Company (Manufacturers Life) 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

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.

13.05

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.

13.06

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).

13.07

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.

13.08

The Company will continue to provide Travel Accident Insurance for employees traveling on Company business, providing benefits equivalent to (or greater than) that provided as of March 31, 2006.

14. HEALTH BENEFITS

****SUPERCEDED BY FLEXIBLE BENEFITS PLAN CHANGES, EFFECTIVE JANUARY 1, 2011****

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****SUPERCEDED BY FLEXIBLE BENEFITS PLAN CHANGES, EFFECTIVE JANUARY 1, 2011******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 7.03.9 and 7.07.

15.03.1

An employee electing to maintain dental benefits who is not covered pursuant to Article 7.07 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.

16. PAID SICK LEAVE ALLOWANCES

****SUPERCEDED BY FLEXIBLE BENEFITS PLAN CHANGES, EFFECTIVE JANUARY 1, 2011****

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

Whenever possible, employees shall schedule medical and dental appointments outside of normal working hours.

16.07.1

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.

16.07.2

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

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.

16.08.1

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

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.

16.09.1

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.

16.09.1.1

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.

16.09.1.2

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. Prior Year Bank
2. O/T Bank
3. Choices
4. Current Bank AV (earned entitlement only)
5. True Bank Prior Year

16.10

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

- (a) Disabilities which occur while 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;
- (b) Disabilities which occur while an employee is locked out, on strike, walk-out or other work stoppage;
- (c) Disabilities which occur while the employee is on maternity leave;
- (d) Disabilities covered by any Workers' Compensation Act;
- (e) 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

****SUPERCEDED BY FLEXIBLE BENEFITS PLAN CHANGES, EFFECTIVE JANUARY 1, 2011****

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 \$4000/month) while sick or disabled. The Plan will commence in the sixteenth (16th) week of continuous disability. The Company 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**

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.

18.02

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.

18.03

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.

18.04

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.

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 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 one (1) month 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 one (1) month his annual vacation with pay shall be reduced by one eleventh (1/11) for each full month of absence in excess of one (1) month. For the purpose of this proration "absence" shall not include time off work for annual vacation or Legacy Days and Choices Days or Overtime Bank Days.

20.06

Compassionate leave of absence 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 grandparent(s). The first three (3) days of such leave shall be at Company expense. Leave granted in excess of three days up to a maximum of five days shall be charged to the banked time of such employee. 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 active or on paid leave 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.

21.03.1.3

- a) 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.
- b) 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

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.

21.03.2.1

When more than two hours are worked, the conditions outlined in 21.03.1 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.

22.03

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 Standard Model (Province-Wide)*

*Applicable to employees hired after September 4, 2006 and those who elected the Standard Model

<u>(1)</u>	<u>(2)</u>
<u><1 year of service</u>	<u>up to 15 days of vacation</u>
<u>1-7 years of service</u>	<u>15 days of vacation</u>
<u>8-17 years of service</u>	<u>20 days of vacation</u>
<u>18-24 years of service</u>	<u>25 days of vacation</u>
<u>25+ years of service</u>	<u>30 days of vacation</u>

22.03.2 Legacy Model - In the Coastal Region

<u>(1)</u>	<u>(2)</u>
<u><1 year of service</u>	<u>up to 15 days of vacation</u>
<u>1-9 years of service</u>	<u>15 days of vacation</u>
<u>10-17 years of service</u>	<u>20 days of vacation</u>
<u>18-29 years of service</u>	<u>25 days of vacation</u>
<u>30+ years of service</u>	<u>30 days of vacation</u>

22.03.3 Legacy Model - In the Interior and Island Regions

<u>(1)</u>	<u>(2)</u>
<u><1 year of service</u>	<u>up to 15 days of vacation</u>
<u>1-7 years of service</u>	<u>15 days of vacation</u>
<u>8-17 years of service</u>	<u>20 days of vacation</u>
<u>18-29 years of service</u>	<u>25 days of vacation</u>
<u>30+ years of service</u>	<u>30 days of vacation</u>

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 fifteen (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 (15) 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

An employee returning from an unscheduled absence of longer than fifteen (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.

22.08

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 - Legacy Model 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 fifteen (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.

24.01.2

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-M92.

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:

- a) 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.
- b) 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 \$165/yr or \$330 every two years.

24.04

Customer Service Technicians and where applicable, Distribution Service Agents shall be supplied with a standard uniform and a common winter jacket as required and on return to the Company of worn out garments.

24.05

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

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.

25.02.1

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 WORKING PROCEDURES**26.01**

Safe working procedures shall be in line with current rules and regulations of WorkSafe BC of the Provincial Government of British Columbia insofar as they may apply.

26.01.1

Each employee undertakes to comply with WorkSafe BC's Occupational Health & Safety Regulations, and the Company will orient each new employee to these rules and regulations.

26.02

Where existing regulations are inadequate, safe working procedures shall be discussed by a Joint Health and Safety Committee consisting of four members chosen by the Union and four members chosen by the Company.

26.02.1

A Joint Health and Safety Committee shall meet at the request of either party.

26.02.2

If a Joint Health and Safety Committee cannot reach a decision, the matter shall be referred to the WorkSafe BC for a ruling.

26.02.3

The decisions of a Joint Health and Safety Committee shall become part of the Company's Safety Practices Manual.

26.03 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 a Joint Health and Safety Committee before use.

26.04 Employees Entering Unattended Premises

In situations where employees anticipate an element of risk or hazard, they will provide the address of the premises, and advise Service Centre to contact their supervisor in the event they fail to call back within a pre-arranged time.

27. SHOW-UP TIME (moved to Article 30.01.3 in 2006)

27. HEADQUARTERS PROCEDURES

METRO UNIT

27.01

Metro Unit employees may be assigned outside of the Metro boundaries subject to the terms of Articles 27, and 28.

27.02 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. North Vancouver City and District and West Vancouver
5. Municipality of Richmond

27.03 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.

27.04 Assignment of Headquarters (Metro)

27.04.1

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

27.04.2

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.

27.04.3

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.

27.04.4

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

Headquarters Group A: Burnaby, New Westminster, 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 they 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.

27.04.5

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 Article 28.04.4)

27.04.6

Fitter Welders shall normally report to Burnaby Operations 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.

27.04.7

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

27.04.8

An employee selected to a bulletined position is subject to a change of section and assigned headquarters to meet the requirements of the position.

27.04.9

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.

27.04.10

The Company will issue an election form annually in the third week of October 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.

27.04.11

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.

27.04.12

Assignment to the Interior Region shall be on a voluntary basis only. This does not apply to Compression and Controls Technicians (CCTs) as there is an expectation that they will be temporarily reassigned to compressor stations throughout the system as required. (formerly LOU #59, Part 4)

27.05

System Operations Technicians and Customer Service Technicians 1 and 2 in Metro shall normally be assigned to Burnaby Operations or may be assigned to an elected headquarters as determined by workload requirements.

27.05.1

When a vacancy occurs, employees in these classifications shall have an opportunity to elect a new headquarters on the basis of classification seniority.

27.05.2

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.

27.06

Should any area of conflict exist between Metro Headquarters Procedure in Articles 27.01 to 27.05 and Change of Headquarters Article 28.01 as it applies to Metro, the Metro Headquarters Procedure shall take precedent.

27.07 FRASER VALLEY UNIT**27.07.1**

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 27 and 28.

27.07.2 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 (Goudy)
2. Surrey (Roebuck)
3. Langley
4. Abbotsford
5. Chilliwack
6. Maple Ridge (Albion)
7. Mission
8. South Surrey (Sunnyside)
9. Agassiz (Kent)

27.07.3 Mustering Points (Fraser Valley)

27.07.3.1

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 Customer Service Technicians, a mustering point could also be their homes.)

27.07.3.2

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.

27.07.3.3

Present mustering points are:

Valley East District:

Chilliwack Headquarters	- <u>Yale Road West</u>
Abbotsford Headquarters	- <u>Progressive Way</u>
Maple Ridge Headquarters	- Albion
Langley Headquarters	- Production Way
<u>Agassiz Headquarters</u>	- <u>Kent</u>

Valley West District:

Surrey Headquarters	- Surrey Operations
	- Roebuck
	- Sunnyside
Delta Headquarters	- Goudy

27.07.4 Assignment of Headquarters (Fraser Valley)

27.07.4.1

All regular employees will be assigned one headquarters, with the exception of .4.2 and .4.3 below.

27.07.4.2

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.

27.07.4.3

A Distribution Apprentice shall report for work to any headquarters within the Region as required. On completion of one year of service a Distribution Apprentice may elect a permanent headquarters, except that the nine (9) Distribution 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.

27.07.4.4

An employee selected to a bulletined position is subject to a change of district and assigned headquarters to meet the requirements of the position.

27.07.4.5

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 27.07.4.6.

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.

27.07.4.6

The Company will issue an election form annually in the third week of October 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.

27.07.4.7

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.

27.07.4.8

Assignment to the Interior Region shall be on a voluntary basis only. This does not apply to Compression and Controls Technicians (CCTs) as there is an expectation that they will be temporarily reassigned to compressor stations throughout the system as required. (formerly LOU NO.59, Part 4)

27.07.4.9

Should any areas of conflict exist within "Fraser Valley Headquarters Procedure" Article 27.07 and "Change of Headquarters" Article 28.01 as it applies to the Fraser Valley, the Fraser Valley Headquarters Procedure shall take precedence.

27.08 INTERIOR UNIT**27.08.1**

The Interior service area will be comprised of four (4) Divisions and eight (8) 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

27.08.2 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.

27.08.3 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.

27.08.4

- 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.

27.08.5

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.

27.08.6

Should any areas of conflict exist between Interior Headquarters Procedure Article 27.08 and "Change of Headquarters" Article 29 as it applies to the Interior, Article 27.08 shall take precedent.

27.09 ISLAND UNITS

27.09.1

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

27.09.2 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.

27.09.3 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.

27.09.4

- 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.

27.09.5

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.

27.09.6

Should any areas of conflict exist between Island Headquarters Procedure Article 27.09 and "Change of Headquarters" Article 29 as it applies to the Island, Article 27.09 shall take precedent.

28. CHANGE OF HEADQUARTERS

28.01

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 27 wherever reasonable.

28.01.1

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.

28.01.2

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

28.01.3

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 10.02)

28.02

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.

28.03

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.

28.04

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.

28.05

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.

28.06

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.

28.06.1

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 two (2) hours, and, if from a distant branch office, normal surface time from home to airport.

28.07

Employees working on out-of-town assignments may choose either:

- (a) Company-paid room and board; or
- (b) Company-paid room only, plus \$50 per day for meals and incidental expenses.
- (c) Employees travelling for purposes other than "work" (see Article 28.06) may claim \$55 (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.

28.08 Change of Headquarters within a Lower Mainland Unit (Distribution Services) (formerly LOU NO.39)

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 (5) 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.

28.09 Change of Headquarters between Lower Mainland Units (Distribution Services) (formerly LOU NO.39)

Notwithstanding the provisions contained in Articles 27.04.11 and 27.07.4.7, 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.

28.10 Change of Headquarters between the Victoria and North Island Units

The terms and conditions of the Articles 28.08 and 28.09 above shall also apply as between the Victoria and North Island Units.

29. RELIEF OF MANAGERS OR SUPERVISORS**29.01**

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.

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

30. HOURS OF WORK**30.01****(a) Standard Model**

All IBEW 213 hired after September 4, 2006 will be on the Standard Model.

Eight working hours shall constitute a normal working day. Employees will be paid for seven and one-half (7.5) hours with a one-half (1/2) hour to their True Bank for each eight-hour day.

(b) Legacy Model

Employees hired prior to September 4, 2006 shall have the option to remain on the Legacy Model. Those on the Legacy Model will have an option once per year to transfer to the Standard Model. This choice is irrevocable.

Coastal Region/Victoria Unit

Eight working hours shall constitute a normal working day. Employees will be paid for seven and one-half (7.5) hours with a one-half (1/2) hour to the True Bank for all 8 hour days.

Interior/North Island

Seven and one-half (7.5) working hours shall constitute a normal working day with seven and one-half hours (7.5) hours pay.

30.01.1

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.

30.01.2 Meal Breaks

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

30.01.3 Show-up Time (formerly Article 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.

30.02 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.

30.02.1

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.

30.02.2

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

30.02.3

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.

30.03 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.

30.04 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.

30.04.1

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.

30.04.2

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.

30.05 Eighty-Hour Guarantee (Coastal Region and Victoria Unit 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 (80) 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.

30.06 Day Work

(a) – Standard Model

Except as otherwise provided, normal hours of work for day workers shall be from 0800 to 1630 hours, Monday to Friday, inclusive. A one-half (1/2) hour unpaid lunch break will normally be taken at or near the mid-point of the shift.

(b) – Legacy Model

Except as otherwise provided, normal hours of work for day workers shall be from 0800 to 1630 hours, Monday to Friday, inclusive, in the Coastal Region and the Victoria Unit, 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.

30.06.1

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.

30.06.2

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

30.07 Exceptions to Normal Day Time Hours

30.07.1 Customer Service Section

(a) Standard Model

The normal working hours for all employees working in the Customer Service sections shall be 0800 to 1200 and 1230 to 1630 Monday to Friday, except in the Coastal Region, normal working hours shall be 0830 to 1200 and 1230 to 1700, Monday through Friday. A one-half (1/2) hour unpaid lunch break will normally be taken at or near the mid-point of the shift.

Flexible start/finish times may be introduced in the Coastal Region and Victoria Unit 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.

(b) Legacy Model

The normal working hours for employees working in the Customer Service sections are as follows:

Coastal Region

0830 – 1700 Monday through Friday

Victoria Unit

0800 – 1630 Monday through Friday

Interior/North Island (including Sea to Sky)

0800 – 1600 Monday through Friday

A one-half (1/2) hour unpaid lunch break will normally be taken at or near the mid-point of the shift.

Flexible start/finish times may be introduced in Coastal Region and Victoria Unit 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.

30.07.2

In the Coastal Region the following exceptions may apply:

- (a) 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 Materials Truck Drivers, Machine Shop personnel, Welding Shop personnel, Pre-fab Shop personnel 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.

30.07.3 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.

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

Customer Service Technicians may be scheduled to work 1000 to 1800 (Standard Model) or 1030 to 1800 (Legacy Model) upon 7 days' notice, or the usual overtime provisions will apply, but only to those shifts which fall within the seven (7) day notice period.

30.07.5 10 Hour Shifts – Customer Service Technicians (formerly Article 31.11)

The selection of this 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.

Subject to the above, the ten-hour shifts shall include a one-half hour paid lunch period, and the Saturday shift shall be paid a 10% shift premium for all straight-time hours worked. These shifts shall be offered on the basis of seniority.

30.09 Two Shift Operations

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

30.10 Rotation Shifts - Stores Groups

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

Day Shift:

0730 to 1600 hours

8-1/2 hours elapsed time,

or

1/2 hour off for lunch.

0800 to 16:30 hours

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.

30.11 SPECIAL SHIFT SCHEDULES (Coastal Region and the Victoria Unit)**30.11.1 Customer Service Section: 3 shift, 24 hour, 7 days a week coverage.**

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

30.11.1.1

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.

30.11.1.2 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.

30.11.1.3

Afternoon and night shifts – Afternoon shift rotation to allow up to seven (7) shifts in any calendar year to be worked without penalty but no more frequent than three times a year for night shift.

30.11.1.4 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

30.11.1.5 Additional Afternoon Shifts – Coastal Region and Victoria Unit Only

Subject to operational requirements up to three Customer Service Technicians in the Coastal Region and the Victoria Unit may be scheduled additional shifts as follows:

Day	Afternoon
Monday to Friday	1300 to 2100 1400 to 2200 (by mutual agreement)

Shift rotation to allow up to six (6) shifts in any calendar year to be worked without penalty. This rotation will include either alternative but will be independent of regular afternoon shift (1600 to 2400) and will not be scheduled consecutively with a weekend shift. Seven (7) days' notice will be given or the usual overtime provisions will apply, but only to those shifts which fall within the seven day notice period.

At the annual signup the employee may opt for the 10-hour shift or the 1400 to 2200 shift in lieu of the 1300 to 2100 shift, subject to reasonably anticipated business requirements.

30.11.2 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

30.11.2.1 Rotation:

The rotation cycle for both afternoon and night shifts shall be no more frequent than one week in any eight (8) week period.

30.11.2.2 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	Saturday and Sunday

or Monday to Saturday
or Monday to Sunday

Sunday and Monday
Monday and Tuesday

30.11.2.3 Measurement Shop

Schedule: Afternoon shift may be scheduled as follows:

Hours of Work

Monday to Friday 1600 to 2400

30.12

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

30.13 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.

30.13.1

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

30.13.2

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.

30.14 Peak Shaving/Standby Plants/Compressor Stations

30.14.1

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.

30.14.2

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

30.14.3

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) or eight (8) hours' pay, providing, however, he has not worked seven and one-half (7-1/2) or eight (8) hours' during the preceding twenty-four (24) hours.

30.14.4

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.

30.15 Four (4) Day Week for employees in the Interior and Island Regions (formerly LOU NO. 58)

For the following Interior and Island Region employees only:

- (a) Measurement & Controls Technicians
- (b) Measurement Group Leader
- (c) Operations Technician
- (d) System Operations Technician/Apprentice
- (e) Compression & Controls Technician
- (f) Millwright
- (g) Employees when engaged in system survey
- (h) Employees when engaged in transmission line patrol

30.15.1

These employees may, by mutual agreement with their manager, work a four-day-week when scheduled out-of-town for an entire calendar week.

30.15.2

These employees shall work three (3) ten (10) hour days, followed by one (1) seven-and-one-half (7.5) hour day (Legacy Model); or they shall work four (4) ten (10) hour days (Standard Model).

30.15.3

No overtime will be paid for the normal working hours described above.

30.15.4

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);

30.15.5

Productivity - as measured by number of activities, time per activity, and unit cost per activity - must be maintained or improved; Customer satisfaction must be maintained or improved; Safety record must be maintained or improved; Work must be completed according to procedures and policies.

30.15.6

There shall be no additional cost to the Company (including additional management time to administer Article 30.15).

30.16 Compressed Work Week - Measurement Department-North Island Unit Only (formerly LOU NO. 3 – North Island Unit)

The Company and the Union agree all employees of the Measurement Department – North Island shall participate in the 4 x 10 compressed work week schedule.

30.17 Port Melon Compressor Station – Shift Rotation Schedule (formerly LOU NO. 8 – North Island Unit)

The Company and the Union agree to the employee shall normally work a five (5) days on and two (2) off schedule. During the peak season, and if operational requirements permit, there may be an opportunity to revert to a 4 x 10 compressed work week schedule.

31. WEEKEND COVERAGE AND STANDBY

31.01 Definitions

31.01.1

"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.

31.01.2

"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.

31.01.2.1

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

31.02 Customer Service 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.

31.02.1

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

31.02.2

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

31.03 Customer Service Technicians and Distribution Service Agents in the Interior, North Island and Sea to Sky Units (formerly # 1 from LOU NO.60)

As a group, Customer Service Technicians, Distribution Service Agents in the Interior, North Island and Sea to Sky units shall provide standby and emergency response on a 24x7x365/366 basis.

31.03.1 (formerly #2 from LOU NO.60)

In towns employing classifications other than those classifications listed in 31.03, other qualified employees may volunteer to join the standby pool to the extent that capacity will allow (e.g. if those classifications listed in 31.03 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.

31.03.2 (formerly #3 from LOU NO.60)

Failing agreement on some alternate arrangement, all employees 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.

31.03.3 (formerly #4 from LOU NO.60)

In all one-employee towns, the employee must provide not less than 40 complete calendar weeks of standby coverage each calendar year. Normally the employee in a one-employee town will schedule “off-standby” only in one calendar-week blocks.

31.03.4 (formerly #5 from LOU NO.60)

Employees on standby have 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 employee, and must be formally documented.

31.03.5 (formerly #6 from LOU NO.60)

Within each of the following six geographic areas, all Customer Service Technicians 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

31.03.6 (formerly #8 from LOU NO.60)

There is no requirement for the Company to dispatch a second resource into a one-employee town unless the regular employee, in that town is on time off. Therefore, the employee in a one-employee town shall bank their days in lieu of stats for the purpose of taking time off in one week blocks.

31.03.7 (formerly #10 & #11 from LOU NO.60)

Employees in one-employee towns may book off the week of Christmas no more than once every three years. Out-of-town coverage for the week of Christmas shall be rotated among all the employees in their standby pool.

31.04 System Operations Technician/Measurement & Controls Technician/Employees in the Interior Region and North Island and Sea to Sky Units**31.04.1**

When scheduled by the Company, System Operations Technicians in the Metro Distribution Department, Measurement & Controls Technicians in the Victoria Unit, 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, Customer Service Technicians in branch offices may be scheduled to provide standby in relief of the Branch Manager, as required.

31.04.2

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

31.04.3

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.

31.04.4

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.

31.04.5

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.

31.04.6

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.

31.04.7

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

31.05 Weekend Coverage and Standby (Coastal Region and Victoria Unit)**Construction and Maintenance Section****31.05.1**

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 31.06.

31.05.1.1

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

31.05.2

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.

31.05.2.1

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.

31.05.2.2

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

31.05.2.3

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.

31.05.3

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.

31.05.4

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

31.05.4.1

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

31.05.4.2

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

31.05.5

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.

31.05.6

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.

31.06 Remuneration for Standby (unless otherwise provided in this agreement)**31.06.1**

Effective January 1, 2007, standby remuneration is \$500 per week (\$50/weekday and \$125/Saturday and Sunday). Stat holidays as described in Article 21 or days recognized in lieu of, shall be compensated at \$50/day plus an additional day off with pay during the following 30 days. This is in addition to statutory holiday pay as specified in Article 21.

Effective January 1, 2009, standby remuneration is \$450 per week (\$40/weekday and \$125/Saturday and Sunday). Stat holidays as described in Article 21 or days recognized in lieu of, shall be compensated at \$40/day plus an additional day off with pay during the following 30 days. This is in addition to statutory holiday pay as specified in Article 21.

31.06.2

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.

31.06.2.1

For any time worked during the standby period, overtime will be at the prevailing rates over and above the guaranteed standby pay.

31.07

The weekend coverage and/or holiday coverage as described in Articles 31.02 and 31.06 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 30.02.

31.07.1

For any time worked during the standby period, overtime will be at the prevailing rates over and above guaranteed standby pay.

31.08 Customer Service Technicians and Distribution Service Agents in the Interior (formerly #7 from LOU NO. 60)

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

31.08.1

Effective January 1, 2007 all out-of-town standby coverage and all standby in excess of 30 weeks in a calendar year by an individual employee shall be paid at \$360 per week (\$30/weekday & \$105/SatSun).

Effective January 1, 2009:

(a) basic standby coverage shall be paid at \$360 per week (\$34/weekday & \$95/SatSun).

(b) all out-of-town standby coverage and all standby in excess of 30 weeks in a calendar year by an individual employee shall be paid at \$400 per week (\$34/weekday & \$115/SatSun).

31.08.2 (formerly #9 from LOU NO.60)

All employees may deposit their standby premiums into their overtime bank.

31.09 All Employees in the Vancouver Island Region (formerly #32 from the TGVI Adjustment Plan)

The standby premiums shall be as follows:

Monday to Friday:	\$44/day
Saturday and Sunday (24-hour standby):	\$90/day
Saturday (when day shift coverage is provided):	\$60/day
Days observed as statutory holidays:	\$44 plus one paid day off in lieu

32. OVERTIME

32.01 Overtime Rates

All time worked on any day in excess of the hours specified by Article 30 shall be compensated at 200% of the straight-time hourly rate.

32.02 Overtime - Shift Workers

32.02.1

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.

32.02.2

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.

32.03 Meal Breaks

32.03.1

During overtime the Company shall compensate employees for meal breaks at overtime rates.

32.03.1.1

Meal breaks during overtime shall not exceed thirty minutes.

32.03.1.2

When unscheduled overtime is worked the Company will pay reasonable costs for meals.

32.03.1.3

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.

32.03.1.4

Beverages shall be provided for employees at the work site at two hour intervals.

32.03.1.5

Employees working scheduled overtime will supply their own meals.

32.03.2

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.

32.03.3

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.

32.03.4

Employees must turn in a meal receipt for each meal to be refunded.

32.04 Call Out Overtime**32.04.1**

An employee called out on emergency work shall be paid a minimum of two hours from time of call at the appropriate overtime rate.

32.04.2

When an employee commences work four hours or less prior to the start of his regular day or shift, he shall receive overtime 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.

32.05 Rest Time**32.05.1**

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.

32.05.1.1

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.

32.05.2

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.

32.05.2.1

Article 32.05.2 does not apply if two hours or less expires between the time the employee is called out and the employee returns home.

32.05.3

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.

32.05.3.1

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.

32.05.4

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.

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

32.06.1

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.

32.06.2

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.

32.06.2.1

Prior to implementing the above, a Manager or Supervisor may take corrective action to overcome operational or personnel difficulties and make a situation safe.

33. OVERTIME BANK

33.01

While all overtime is compensated at 200% pursuant to Article 32.01, the dollar amount of the overtime premium shall be deposited into an overtime bank.

33.01.2 Overtime Leave Bank for Employees Subject to Seasonal Layoff (formerly LOU NO. 63)

Employees in classifications/locations subject to seasonal layoff as determined by Terasen may deposit the entire 200% overtime compensation into their overtime bank. (See Article 7.04)

Employees who make such election agree to use part of their overtime bank for the 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 layoff.

33.02

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.

33.02.1

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.

33.03

Notwithstanding the other provisions of this clause, the Union agrees to cover all emergency work required by the Company.

33.03.1

The scheduling of any time off shall be subject to operational requirements as determined by the Company.

33.04

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.

33.05 (formerly 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.

33.05.1 (formerly 34.07.1)

All banked overtime leave is paid at the employee's regular classification.

33.06 (formerly 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. (See Article 33.01.2)

33.07 (formerly 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).

34. TRUE BANK DAYS, CHOICES DAYS, LEGACY DAYS

34.01 Standard Model (Province-wide)

34.01.1 True Bank Days

True Bank Days are earned days.

All employees (except part-time employees) on the Standard Model shall work an eight (8) hour day and deposit one-half (1/2) hour into their true bank for each day so worked. If the employee is not at work for the full eight (8) hour day, the one-half (1/2) hour is not earned and not deposited to the True Bank for that day.

All True Bank days earned in the current year (and deposited into the 'True Bank Current Year') shall be taken in the year following the year in which they were earned (from the 'True Bank Prior Year').

Effective January 1, 2009, the True Bank Current Year and the True Bank Prior Year shall change from a dollar (\$) bank to an hourly bank, and be reflected as such on employee pay statements.

If an employee is temporarily working in a higher classification, the employee's regular base one-half (1/2) hour will go to the True Bank Current Year and the difference between the employee's base and upgrouped rates of pay shall be paid out.

True Bank Days (from the 'True Bank Prior Year') must be taken as time off, it is not cashable by the employee. Any True Bank Days not taken as days off by the end of the year following the year in which they were earned shall be moved into a temporary transitional dollar bank which shall be cashed out by the end of the year 2009, and thereafter shall be cashed out at year end. Effective January 1, 2009, the rollover into the temporary 'Transitional Dollar (\$) Bank' shall be based on the base rate of pay at the time of transfer.

34.01.2 Choices Days

Choices Days are a time off entitlement earned based on service during the current calendar year. All employees shall be credited each calendar year with ten (10) Choices Days (the equivalent of 4% of the base wage), prorated for partial years. These Choices Days may be taken as time off or converted to a Health Spending Account, RRSP, or cash, in any combination not exceeding the 4% entitlement.

34.01.3

Choices Days entitlement shall be advanced in January of the calendar year it is earned.

34.01.4

Choices Days entitlement shall be reduced by one-eleventh (1/11th) for each full month of absence in excess of one (1) months absence in the preceding year. For the purpose of this proration "absence" shall not include time off work for annual vacation, True Bank Days or Choices Days or Overtime Bank Days.

34.01.5

True Bank days and Choices days may be scheduled at management's discretion to a combined maximum of 14 days. The balance of time off may be taken as time off for layoff avoidance (first priority), or time off scheduled at the employee's discretion but subject to operational requirements

34.01.6

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 Choices Days.

34.01.7

No less than five (5) days must be taken at any one time unless where mutually acceptable to the Company and the employee.

34.01.8

Any untaken Choices Days at the end of the year shall be paid out at the employee's current rate of pay.

34.02 Legacy Model - Coastal Region & Victoria Unit

34.02.1 True Bank Days

True Bank Days are earned days.

All employees (except part-time employees) on the Legacy Model – Coastal Region & Victoria Unit shall work an eight (8) hour day and deposit one-half (1/2) hour into their true bank for each day so worked. If the employee is not at work for the full eight (8) hour day, the one-half (1/2) hour is not earned and not deposited to the True Bank for that day.

All True Bank days earned in the current year (and deposited into the 'True Bank Current Year') shall be taken in the year following the year in which they were earned (from the 'True Bank Prior Year').

Effective January 1, 2009, the True Bank Current Year and the True Bank Prior Year shall change from a dollar (\$) bank to an hourly bank, and be reflected as such on employee pay statements.

If an employee is temporarily working in a higher classification, the employee's regular base one-half (1/2) hour will go to the True Bank Current Year and the difference between the employee's base and upgrouped rates of pay shall be paid out.

True Bank Days (from the 'True Bank Prior Year') must be taken as time off, it is not cashable by the employee. Any True Bank Days not taken as days off by the end of the year following the year in which they were earned shall be moved into a temporary transitional dollar bank which shall be cashed out by the end of the year 2009, and thereafter shall be cashed out at year end. Effective January 1, 2009, the rollover into the temporary 'Transitional Dollar (\$) Bank' shall be based on the base rate of pay at the time of transfer.

34.02.2 Legacy Days

Legacy Days are a time off entitlement earned based on service during the current calendar year. Employees are entitled to up to nine (9) Legacy Days.

34.02.3 Choices Days

Choices Days are a time off entitlement earned based on service during the current calendar year. All employees shall be credited each calendar year with ten (10) Choices Days (the equivalent of 4% of the base wage), prorated for partial years. These Choices Days may be taken as time off or converted to a Health Spending Account, RRSP, or cash, in any combination not exceeding the 4% entitlement.

34.02.4

Legacy Days and Choices Days entitlement shall be advanced in January of the calendar year it is earned.

34.02.5

Legacy Days and Choices Days entitlement shall be reduced by one-eleventh (1/11th) for each full month of absence in excess of one (1) months absence in the preceding year. For the purpose of this proration "absence" shall not include time off work for annual vacation, Legacy Days, True Bank Days or Choices days or OvertimBank Days..

34.02.6

True Bank Days, Legacy Days and Choices Days may be scheduled at management's discretion to a combined maximum of 14 days. The balance of time off may be taken as time off for layoff avoidance (first priority), or time off scheduled at the employee's discretion but subject to operational requirements.

34.02.7

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 Legacy Days

34.02.8

No less than five (5) days must be taken at any one time unless where mutually acceptable to the Company and the employee.

34.02.9

Any untaken Legacy or Choices Days at the end of the year shall be paid out at the employee's current rate of pay.

34.03 Legacy Model – Interior Region & North Island Unit (including Sea to Sky)

34.03.1 Legacy Days

All employees on the Legacy Model – Interior Region & North Island Unit (including Sea to Sky) shall work a seven and one-half (7 ½) hour day, five (5) days per week.

Legacy Days is a time off entitlement earned based on service during the current calendar year. Employees are entitled to up to seven (7) Legacy Days.

34.03.2 Choices Days

Choices Days is a time off entitlement earned based on service during the current calendar year. All employees shall be credited each calendar year with ten (10) Choices Days (the equivalent of 4% of the base wage), prorated for partial years. These Choices Days may be taken as time off or converted to a Health Spending Account, RRSP, or cash, in any combination not exceeding the 4% entitlement.

34.03.3

Legacy Days and Choices Days entitlement shall be advanced in January of the calendar year it is earned.

34.03.4

Legacy Days and Choices Days entitlement shall be reduced by one-eleventh (1/11th) for each full month of absence in excess of one (1) months absence in the preceding year. For the purpose of this proration "absence" shall not include time off work for annual vacation or Legacy Days and Choices Days or Overtime Bank Days.

34.03.5

Legacy Days and Choices Days may be scheduled at management's discretion to a combined maximum of 14 days. The balance of time off may be taken as time off for layoff avoidance (first priority), or time off scheduled at the employee's discretion but subject to operational requirements.

34.03.7

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 Legacy Days.

34.03.8

No less than five (5) days must be taken at any one time unless where mutually acceptable to the Company and the employee.

34.03.9

Any untaken Legacy or Choices Days at the end of the year shall be paid out at the employee's current rate of pay.

35. DEFINITIONS, DUTIES AND JURISDICTIONS**35.01**

Deleted in 2006.

35.02

When a portable compressor is delivered to a job and there is no recognized operator, any classification at or above the Equipment Operator 2 rate can operate same.

35.03

When crews are renewing or enlarging a service, they shall complete the job by connecting the service to an existing meter.

35.04

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

35.05 Crew Composition - (Coast Only) -

Insert 1 – Distribution Mechanic Apprentice plus Note 1 as per page 113 of the white C/A (into J/D?).

35.06

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

35.07

The job descriptions are contained in Schedule B and form part of the collective agreement.

36. WAGE SCHEDULE**36.01**

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

36.01.1

The Wage Schedule is contained in Schedule A.

36.02

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 for the whole regular work day (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.

36.03 BONUS ALLOWANCES (formerly Article 37.05)**36.03.1**

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.

36.03.3

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.

36.03.4

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.

36.03.5

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

36.03.6

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.

36.03.7

When a Fitter Welder 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.

36.03.8 (Taken from Inspector Job Description)

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.

37. PAY DAYS**37.01**

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.

DRAFT

Schedule A

IBEW Wage Schedule			Interior wage rate paid to all employees effective Jan 1/07			
Ratification Date: August 30, 2006	2.85%		2.5%	3%	3%	3%
Classification	2006		2007	2008	2009	2010
	4-Sep		1-Apr	1-Apr	1-Apr	1-Apr
	Coastal	Interior	Company-Wide			
<u>Measurement Group Leader</u>	34.16	36.45	37.36	38.48	39.63	40.82
Measurement Shop Leader	32.45	34.62	35.49	36.55	37.65	38.78
Mechanical Foreman/Shop Leader	32.45	34.62	35.49	36.55	37.65	38.78
<u>Warehouse & Delivery Leader</u>	32.45	34.62	35.49	36.55	37.65	38.78
<u>Gas Distribution Planner</u>	32.00	34.14	34.99	36.04	(See Planning & Design Tech)	
Building Operations & Maintenance Leader	31.81	33.94	34.79	35.83	36.90	38.01
Compression & Controls Technician 1	31.81	33.94	34.79	35.83	36.90	38.01
<u>Distribution Service Agent</u>	31.81	33.94	34.79	35.83	36.90	38.01
<u>Facilities Technician</u>	31.81	33.94	34.79	35.83	36.90	38.01
Instructor	31.81	33.94	34.79	35.83	36.90	38.01
LNG Plant Operator 1	31.81	33.94	34.79	35.83	36.90	38.01
<u>Corrosion Control Technologist</u>	30.79	32.85	33.67	34.68	35.72	36.79
<u>Design Machinist</u>	30.79	32.85	33.67	34.68	35.72	36.79
Electrician	30.79	32.85	33.67	34.68	35.72	36.79
Electronic Control Technician 1 (Merged w/MCT 1)						
Fitter Welder 1	30.79	32.85	33.67	34.68	35.72	36.79
<u>Measurement & Controls Technician 1</u>	30.79	32.85	33.67	34.68	35.72	36.79
<u>Millwright</u>	30.79	32.85	33.67	34.68	35.72	36.79
<u>Planner</u>	30.79	32.85	33.67	34.68	(See Planning & Design Tech)	
<u>Senior Pipeline Technician</u>	30.79	32.85	33.67	34.68	35.72	36.79
System Operations Technician	30.79	32.85	33.67	34.68	35.72	36.79
Welder 1	30.79	32.85	33.67	34.68	35.72	36.79
Electronic Control Technician 2 (Merged w/MCT 2)						
Fitter Welder 2	29.42	31.39	32.17	33.14	34.13	35.15
LNG Plant Operator 2	29.42	31.39	32.17	33.14	34.13	35.15
Machinist	29.42	31.39	32.17	33.14	34.13	35.15
Mains & Service Planner	29.42	31.39	32.17	33.14	34.13	35.15
<u>Measurement & Controls Technician 2</u>	29.42	31.39	32.17	33.14	34.13	35.15
Senior Sales and Service Technician	29.42	31.39	32.17	33.14	34.13	35.15
Senior Shop Mechanic	29.42	31.39	32.17	33.14	34.13	35.15

IBEW Wage Schedule			Interior wage rate paid to all employees effective Jan 1/07			
Ratification Date: August 30, 2006	2.85%		2.5%	3%	3%	3%
Classification	2006		2007	2008	2009	2010
	4-Sep		1-Apr	1-Apr	1-Apr	1-Apr
	Coastal	Interior	Company-Wide			
System Operations Technician 18	29.42	31.39	32.17	33.14	34.13	35.15
Customer Service Technician 1(**\$25.52+2%+2.85%)	28.87**	30.80**	31.57	32.52	33.50	34.51
Customer Service Technician 1 CRD (Red-circled) --	29.01	30.95	31.57	32.52	33.50	34.51
50% of GI until they catch up	(1.43%)	(6.7%)	(2.0%)	(3.0%)	(3.0%)	(3.0%)
Compression & Controls Technician 2	28.63	30.55	31.31	32.25	33.22	34.22
Crew Leader	28.30	30.20	30.96	31.89	32.85	33.84
Distribution & Service Technician (Merged w/CST 1)						
Equipment Operator "P"	28.30	30.20	30.96	31.89	32.85	33.84
Inspector	28.30	30.20	30.96	31.89	32.85	33.84
Measurement Mechanic 1	28.30	30.20	30.96	31.89	32.85	33.84
Operations Technician	28.30	30.20	30.96	31.89	32.85	33.84
Pipeline Technician 1	28.30	30.20	30.96	31.89	32.85	33.84
Sales and Service Technician (Merged w/CST 1)						
Shop Mechanic 1	28.30	30.20	30.96	31.89	32.85	33.84
Stores Leader	28.30	30.20	30.96	31.89	32.85	33.84
Tie-In Technician (Merged w/CST 1)	28.30	30.20				
Utilization Technician 1 (Merged w/CST 1)						
Yard Foreman	28.30	30.20	30.96	31.89	32.85	33.84
Painter	27.65	29.50	30.24	31.15	32.08	33.04
Paving Foreman	27.65	29.50	30.24	31.15	32.08	33.04
Senior Material Handler	27.65	29.50	30.24	31.15	32.08	33.04
Station Mechanic 2	27.65	29.50	30.24	31.15	32.08	33.04
System Operations Apprentice	27.65	29.50	30.24	31.15	32.08	33.04
Compression & Controls Technician 3	27.04	28.85	29.57	30.46	31.37	32.31
Equipment Operator/Distribution Mechanic (EODM)	27.02	28.83	29.55	30.44	31.35	32.29

IBEW Wage Schedule			Interior wage rate paid to all employees effective Jan 1/07				
Ratification Date: August 30, 2006	2.85%			2.5%	3%	3%	3%
Classification	2006			2007	2008	2009	2010
	4-Sep			1-Apr	1-Apr	1-Apr	1-Apr
	Coastal	Interior		Company-Wide			
Planning and Design Tech – Replaces GD Planner (CRD) and Planner (NI) – Effective May 22, 2008*							
Start Rate					*30.11	31.01	31.94
Step 1					*31.28	32.22	33.19
Step 2					*32.47	33.44	34.44
Step 3					*33.68	34.69	35.73
Step 4					*34.89	35.94	37.02
Step 5					*36.07	37.15	38.26
Distribution Mechanic/Excavator (DMX)	26.49	28.26		28.97	29.84	30.74	31.66
Customer Service Technician 2 (\$25.25 +2% + 2.85%)	26.49	28.26		28.97	29.84	30.74	31.66
Distribution Mechanic	25.97	27.71		28.40	29.25	30.13	31.03
Electronic Control Technician 3 (Merged with MCT 3)							
Equipment Operator 1	25.97	27.71		28.40	29.25	30.13	31.03
Fitter Welder 3	25.97	27.71		28.40	29.25	30.13	31.03
Leak Survey Technician	25.97	27.71		28.40	29.25	30.13	31.03
Materials Shipper/Receiver	25.97	27.71		28.40	29.25	30.13	31.03
Materials Truck & Trailer Operator				28.40	29.25	30.13	31.03
Measurement & Controls Technician 3	25.97	27.71		28.40	29.25	30.13	31.03
Measurement Mechanic 2 (18 month)	25.97	27.71		28.40	29.25	30.13	31.03
Pipeline Technician 2	25.97	27.71		28.40	29.25	30.13	31.03
Recycling Mechanic	25.97	27.71		28.40	29.25	30.13	31.03
Sales & Service Technician 3 (12 month) (Merged w/CST 2)							
Shop Mechanic 2	25.97	27.71		28.40	29.25	30.13	31.03
Utilization Technician 2 (Merged w/CST 2)							
Compression & Controls Technician 4	25.45	27.16		27.84	28.68	29.54	30.43
Material Handler	25.14	26.82		27.49	28.31	29.16	30.03
Materials Truck Driver	25.14	26.82		27.49	28.31	29.16	30.03
Truck Driver	25.14	26.82		27.49	28.31	29.16	30.03
Building Maintenance Worker	24.49	26.13		26.78	27.58	28.41	29.26
Clean-Up Truck Driver	24.49	26.13		26.78	27.58	28.41	29.26
Electronic Control Technician 3 (start) (Merged with MCT 3 start)							
Equipment Operator 2	24.49	26.13		26.78	27.58	28.41	29.26

IBEW Wage Schedule			Interior wage rate paid to all employees effective Jan 1/07			
Ratification Date: August 30, 2006	2.85%		2.5%	3%	3%	3%
Classification	2006		2007	2008	2009	2010
	4-Sep		1-Apr	1-Apr	1-Apr	1-Apr
	Coastal	Interior	Company-Wide			
Measurement & Controls Technician 3 (start)	24.49	26.13	26.78	27.58	28.41	29.26
Measurement Mechanic 2 (start)	24.49	26.13	26.78	27.58	28.41	29.26
Pipeline Labourer	24.49	26.13	26.78	27.58	28.41	29.26
Pressure and Measurement Technician 3 (start)	24.49	26.13	26.78	27.58	28.41	29.26
Shop Assistant	24.49	26.13	26.78	27.58	28.41	29.26
Shop Mechanic 3 (B&U)	24.49	26.13	26.78	27.58	28.41	29.26
Utility Assistant	23.54	25.12	25.75	26.52	27.32	28.14
Labourer	22.62	24.14	24.74	25.48	26.24	27.03
Field Operations Assistant	22.30	23.79	24.38	25.11	25.86	26.64
Student Rate	19.48	20.79	21.31	21.95	22.61	23.29

Distribution Apprentice	2.85%		2.5%	3%	3%	3%
			2007	2008	2009	2010
	2006		1-Apr	1-Apr	1-Apr	1-Apr
	Coastal	Interior*	Company-Wide			
Start Rate (75% of DM rate) (DA3)	19.48	20.79	21.31	21.95	22.61	23.29
End of Year 1 (82% of DM rate)(DA2)	21.30	22.73	23.30	24.00	24.72	25.46
End of Year 2 (90% of DM rate) (DA1)	23.37	24.94	25.56	26.33	27.12	27.93
End of Year 3 (100% of DM rate)(DM)	25.97	27.71	28.40	29.25	30.13	31.03

Compression & Controls Technician						
	2.85%		2.50%	3%	3%	3%
	2006		2007	2008	2009	2010
	Coastal	Interior	Company Wide			
Compression & Controls Technician 1 (100%)	31.81	33.94	34.79	35.83	36.90	38.01
Compression & Controls Technician 2 (90%)	28.63	30.55	31.31	32.25	33.22	34.22
Compression & Controls Technician 3 (85%)	27.04	28.85	29.57	30.46	31.37	32.31
Compression & Controls Technician 4 (80%)	25.45	27.16	27.84	28.68	29.54	30.43

	<u>2006</u>	<u>1-Apr-07</u>	<u>1-Apr-08</u>	<u>1-Apr-09</u>	<u>1-Apr-10</u>
DEPENDENT BACKHOE OPERATORS					
(Lower Mainland/Fraser Valley):					
Hourly Rate (Inc. Hoe-pack) (per hr)	<u>67.50</u>	<u>69.50</u>	<u>71.00</u>	<u>73.00</u>	<u>75.50</u>
Hourly Rate Truck & Trailer	<u>7.00</u>	<u>7.00</u>	<u>7.50</u>	<u>7.50</u>	<u>7.50</u>
Total Both	<u>74.50</u>	<u>76.50</u>	<u>78.50</u>	<u>80.50</u>	<u>83.00</u>
Overtime Rate	<u>89.00</u>	<u>89.00</u>	<u>89.00</u>	<u>99.00</u>	<u>99.00</u>
Grinder Sweeper (per hr; if required)??					

	<u>2006</u>	<u>1-Apr-07</u>	<u>1-Apr-08</u>	<u>1-Apr-09</u>	<u>1-Apr-10</u>
<u>CRD DEPENDENT BACKHOE/DUMPTRUCKS:</u>					
Hourly Rate (Inc D-Truck & Equip)	<u>77.00</u>	<u>78.75</u>	<u>81.50</u>	<u>84.00</u>	<u>86.50</u>
Overtime Rate	<u>89.00</u>	<u>89.00</u>	<u>89.00</u>	<u>99.00</u>	<u>99.00</u>
	<u>2006</u>	<u>1-Apr-07</u>	<u>1-Apr-08</u>	<u>1-Apr-09</u>	<u>1-Apr-10</u>
<u>DEPENDENT DUMP TRUCK OPERATORS:</u>					
Hourly Rate (2006 rate re-based to \$45 + 2.85%)	<u>\$46.28</u>	<u>\$47.44</u>	<u>\$48.86</u>	<u>\$50.33</u>	<u>\$51.84</u>
Overtime Rate	<u>\$67.50</u>	<u>\$67.50</u>	<u>\$73.29</u>	<u>\$73.29</u>	<u>\$77.76</u>

SCHEDULE B – JOB DESCRIPTIONS

Building Maintenance Worker (New)
Building Operations and Maintenance Leader (Replaced by Facilities Technician)
 Clean-Up Truck Driver
 Compression & Controls Technician
Corrosion Control Technologist
 Crew Leader
Customer Service Technician 1
Customer Service Technician 2
Design Machinist (New)
 Distribution Apprentice
 Distribution Mechanic
 Distribution Mechanic/Excavator
 Distribution Service Agent
 Electrician
 Equipment Operator "P"
 Equipment Operator I
 Equipment Operator II
 Equipment Operator/Distribution Mechanic
Facilities Technician (Previously Building Operations and Maintenance Leader)
Field Operations Assistant
 Fitter Welder 1
 Fitter Welder 2
 Fitter Welder 3
 Inspector
 Instructor
 L.N.G. Plant Operator 1
 L.N.G. Plant Operator 2
 Labourer
 Leak Survey Technician
 Machinist
 Mains & Service Planner
 Material Handler
 Materials Shipper/Receiver
 Materials Truck Driver
 Materials Truck & Trailer Operator (New)
 Measurement & Controls Technician
 Measurement Group Leader
 Measurement Mechanic
 Measurement Shop Leader
 Measurement Technician???? No job description.
 Mechanical Foreman (Machine Shop)
 Mechanical Foreman (Prefabrication Shop)
 Mechanical Foreman (Welding Shop)
Millwright
 Operations Technician
 Painter
 Paving Foreman
 Pipeline Labourer
 Pipeline Technician 1
 Pipeline Technician 2
Planning & Design Technologist (Replaces Planner (NI) and Gas Distribution Planner (CRD))
 Recycling Mechanic

Senior Material Handler
Senior Pipeline Technician
Senior Sales and Service Technician
Senior Shop Mechanic 1 (Buildings & Utilities)
Shop Assistant
Shop Mechanic 1 (Buildings & Utilities)
Shop Mechanic 1 (Machine Shop)
Shop Mechanic 1 (Prefab)
Shop Mechanic 1 (Welding Shop)
Shop Mechanic 2 (Buildings & Utilities)
Shop Mechanic 2 (Machine Shop)
Shop Mechanic 2 (Prefab)
Shop Mechanic 2 (Welding Shop)
Shop Mechanic 3 (Buildings & Utilities)
Station Mechanic 2
Stores Leader
System Operations Apprentice 1 and 2
System Operations Technician
Truck Driver
Warehouse and Delivery Leader (Replaces Materials Leader)
Welder 1
Yard Foreman (Metro)

BUILDING MAINTENANCE WORKER

Duties and Responsibilities:

1. A Building Maintenance Worker shall carry out semi-skilled operations such as inspecting equipment, lubricating equipment, changing filters, performing minor repairs, de-icing yard and walkways, adjusting doors, dismantling and preparing equipment for installation or repair.
2. Shall clean equipment and building components 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.
3. Shall use hand and power operated tools such as hand drills, sanders, saws, impact wrenches, pipe wrenches, threaders, power brushes and stud setters required to carry out the work.
4. Shall also use power operated machines such as salter, baler, compactor, pipe threading machine, hydraulic press, drill press, grinders, etc.
5. Shall assist in the dismantling and assembly of equipment.
6. Will work under direction as required by the nature and complexity of the job.
7. Shall operate all mechanized equipment used in Building Maintenance, such as cranes, compactors, balers, salters, electric/gas shop trucks, forklifts and similar equipment.
8. Duties will include cleaning of tools and equipment and general housekeeping.

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.

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).

CORROSION CONTROL TECHNOLOGIST

Under the direct supervision of the Manager, Customer Service, will be responsible for the operation and maintenance of the Company's distribution corrosion prevention program, perform special leak surveys, as required, and carries out other duties, as assigned.

Duties & Responsibilities

1. Is responsible for the operation and maintenance of the Company's distribution corrosion prevention program by:
 - (a) traveling to each District, as directed, and performing field surveys;
 - (b) analyzing the results of the surveys and undertaking remedial actions, as required;

- (c) identifying and repairing faults on the cathodic protection system, including the repair or adjustment of rectifiers;
 - (d) providing technical direction and training to other employees with regard to measurement and regulation activities;
 - (e) installing or assisting in the installation of rectifiers, anodes, test stations, and other cathodic protection facilities;
 - (f) preparing comprehensive and legible reports on the results of all surveys, including recommendations for the consideration of the Manager.
2. Performs other duties, as assigned by the Manager, including, but not limited to:
- (a) Calibration and repair of all associated equipment within capabilities.

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.

CUSTOMER SERVICE 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 troubleshooting to a wide range of gas burning equipment and associated control media as required to identify safety issues and to make safe the appliance.

Must exercise good judgment, 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. This shall include service to gas burning equipment and associated control media.

The Customer Service Technician 1 shall be required to provide repair and adjustment service to all equipment indigenous to the residential and commercial field. A maximum 816 Mega joules (750,000B BTU's) per hour to any customers' equipment with a flame guard safety such as thermocouple, thermobulb or bimetal element.

Shall install and field-maintain gas measurement and pressure regulation equipment including perform PFM and other work up to and including all meter sets that utilize a single run configuration, with or without a bypass (excluding instrument and turbine meter sets).

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

Shall investigate, locate and categorize gas leakage on an emergency basis on either the consumers' premises 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 System Operations Technician.

Shall carry out surveys, installations and maintenance of all components of distribution system and gas burning equipment at company locations involved in the distribution of natural and other gases.

Shall 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. vaporization 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.

Shall install house-lines, recesses, relief stacks, or vent lines for any volume or delivery pressure except that actual turn-on may be done by a System Operations Technician when the limits of this job description are exceeded.

In Interior/Island locations with four (4) or less field employees, the Customer Service Technician will function as a Customer Service Technician and/or Crew Leader in every respect and, in addition, may operate excavation equipment if trained to do so. When required, and trained to do so, they shall perform oxy-fuel welding procedures.

They will be expected to operate a variety of tools and equipment associated with the delivery of the above.

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

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

When required, and trained to do so, they shall also perform tie-in welds to connect meter sets to the gas distribution system and shall be certified for the prescribed Terasen Gas, CSA approved oxy-fuel welding procedures (this role will be secured through a separate posting and selection process for both permanent and relief positions). This paragraph applies only to the tie-in role.

CUSTOMER SERVICE 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 troubleshooting to a wide range of gas burning equipment and associated control media as required to identify safety issues and to make safe the appliance.

Must exercise good judgment, 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 and test minor piping installations not requiring a gas fitter's license, or assist a Customer Service Technician 1.

Must carry out follow-up maintenance programs. This shall include service to gas burning equipment and associated control media.

The Customer Service Technician 2 shall be required to provide repair and adjustment service to all equipment indigenous to the residential and commercial field. A maximum 816 Mega joules (750,000 BTU's) per hour to any customers' equipment with a flame guard safety such as thermocouple, thermo bulb or bimetal element.

Shall install and field-maintain gas measurement and pressure regulations equipment including perform PFM and other work to and including all meter sets that utilize a single run configuration, with or without a bypass (excluding instrument and turbine meter sets).

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

Shall investigate, locate and categorize gas leakage on an emergency basis on either the consumers' premises 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 Customer Service Technician 1 or System Operations Technician.

Shall carry out surveys, installations and maintenance of all components of distribution system and gas burning equipment at company locations involved in the distribution of natural and other gases.

Shall 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. vaporization 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.

Shall install house-lines, 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.

They will be expected to operate a variety of tools and equipment associated with delivery of the above.

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.

In Interior/Island locations with four (4) or less field employees the Customer Service Technician 2 will function as a Customer Service Technician 2 and/or Distribution Mechanic in every respect and, in addition, may be up-graded on a temporary basis to operate excavation equipment if trained to do so. When required, and trained to do so, they shall perform oxy-fuel welding procedures.

The CST 2 must hold a Provincial Gasfitter's License Utility Grade and will be required to obtain their Provincial Gasfitter's License Grade B within 12 months of qualifying to write for it (i.e. holding a Provincial Gasfitter's License Utility Grade for 2 years). Failure to obtain the Provincial Gasfitter's License Grade B within this 12 month period shall result in the employee being returned to his previously-held classification. The Customer Service Technician 2 will automatically be promoted to Customer Service Technician 1 upon attaining the Provincial Gas Fitter's License Grade B and upon completion of a twelve month period of probation as a Customer Service Technician 2.

When required, and trained to do so, they shall also perform tie-in welds to connect meter sets to the gas distribution system and shall be certified for the prescribed Terasen Gas, CSA approved oxy-fuel welding procedures (this role will be secured through a separate posting and selection process for both permanent and relief positions). This paragraph applies only to the tie-in role.

DESIGN MACHINIST

Responsibilities:

1. develop, design, improve and produce equipment and components utilized in the Gas industry.
2. Shall be required to research and develop new concepts or solutions to problems associated with field equipment and gas system components and tooling.
3. Shall work with engineering drawings, sketches, or original parts and, if required, produce accurate working drawings or sketches or components.
4. 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 their regular rate. No seniority will accrue.
5. Shall provide instruction and training with respect to equipment and components to individuals and groups inside and outside the Company.
6. Shall set up and direct operations on a range of machine tools for other operators.

DISTRIBUTION APPRENTICE

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 Crew Leader 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.

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 AGENT

Duties and Responsibilities:

1. The Distribution Service Agent will be responsible to carry out operational, service installation and maintenance activities within the framework of Company objectives, policies and programs; and shall ensure the public is protected from any unsafe act or condition pertaining to the transmission and distribution of natural gas.
2. The Distribution Service Agent will administer an office and report to an Install/Operate Manager.
3. Perform all the duties of a Sales and Service Technician and be responsible for gas service to all customers on the distribution system.
4. Responsible to give technical direction and leadership to Company and contractor personnel involved in any aspect of installing, operating, maintaining and abandoning the gas system.
5. Responsible to schedule the work load, direct crews and contractors to ensure proper priorities are met.
6. Keep up to date with all policies and procedures and have a good working knowledge of all standard practice instruction, Company objectives, policies and programs and the job breakdown manual.
7. Sales related activities as required.

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.

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).

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.

FACILITIES TECHNICIAN

1. Ensures the efficient operation and maintenance of company facilities by performing all duties required for this purpose, or as assigned by the manager and/or designate.
2. Directs the work of the contractors and other workgroup categories in such a manner that the work is carried out safely, efficiently and expeditiously.
3. Provides technical direction and leadership to Company, contractors and other workgroup categories involved in any aspect of inspection, installation, maintenance and operations of company facilities, their electrical & mechanical systems, utilities and grounds.
4. Assists in planning work tasks related to the operation and maintenance of company facilities, their electrical & mechanical systems, utilities and grounds.
5. Assist in the development, implementation, and instruction of training and operating programs.
6. Applies the related code requirements, institutional practices and company policies & standards as they related to the operation and maintenance of company facilities.
7. Ensures that the facility structural systems, electrical & mechanical systems, life safety systems, utilities and grounds are functioning optimally.
8. Inspects the work of contractors and other workgroup categories maintaining, modifying and overhauling facilities and utilities in order to ensure that work is completed to company standards.
9. Works with tools and carries out maintenance and modification to facilities, their electrical & mechanical systems, utilities and grounds other than where prohibited by codes.
10. Completes all documentation required by the position.
11. May also be assigned other Facility tasks that the individual is capable fo performing.

FIELD OPERATIONS ASSISTANT

1. Provides administrative and clerical support for the area and may be sole administrative support person for the location. May work in a team or teams of staff representing more than one location. Acts as an assistant to Manager(s) including:
 - (a) intercepts and processes clerical technical/administrative inquiries and considers complex alternatives to determine corrective action;

- (b) prepares and/or composes a variety of correspondence, reports, presentation materials, charts and forms;
 - (c) determines processing priorities and/or consults with others as appropriate, acts to meet deadlines or follows up with others to ensure deadlines are met;
 - (d) reviews incoming correspondence, acts on when appropriate or redirects to appropriate place/person;
 - (e) develops and communicates office procedures with Manager to ensure efficiency and effectiveness of office;
 - (f) sets up and maintains filing systems (paper and e-files), including creating new files as operations dictate; maintains bring forward files and follows up as required;
 - (g) opens and distributes incoming mail and other related correspondence. Organizes and arranges courier access and dropoff to locations for further handling, including locating and flagging file references related to items received; prepares and sends outgoing mail; may administer the postage machine.
 - (h) maintains and updates various manuals/books such as Standards;
 - (i) maintains stationary levels and orders forms;
 - (j) maintains a variety of logs, records, information and spreadsheets.
2. As required, assists management to research, gather information and compile in reports & variance reviews. Uses own judgement to determine what information should be utilized in reports. Formats reports, analyzes information, takes action to resolve or advises Manager. May access SAP and Business Warehouse to compile reports.
 3. Provides Construction and Operations support as required.
 4. Acts as the main administrative contact for office or department; answers enquiries, answers telephone, arranges meetings, books attendees, facilities and arranges catering. may attend meetings and take minutes.
 5. Arranges travel and accommodation reservations for department staff, including obtaining confirmation of reservations, initiating and processing forms to provide for issuance of cash advances. May administer petty cash fund.
 6. Checks and codes documents such as invoices and expense claims:
 - (a) checks and codes invoices for correct work order/account numbers for managerial approval;
 - (b) generate and process expense claims for field crews
 7. May be required to travel to attend company meetings or provide backfill.
 8. Performs other duties of a minor nature including driving a vehicle which do not affect the value of the job.

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 re-qualify 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 re-qualify 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.

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.

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.

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.

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.

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.

MAINS AND SERVICE PLANNER

Duties & Responsibilities:

Under the direction of the Planning & Design Technologist, they will plan gas service and meter set renewals, new installations, replacements and alterations, including staking of main and service running lines and locating other utilities. They will provide on-site advice and guidance to Company work crews on work order implementations to overcome problems encountered and to other public utilities, municipal work crews and contractors whose work impacts on gas system planning or operations. They may provide technical advice and guidance to customers on alternative types of equipment or appliance applications. In addition, they will identify needs for private or municipal property access in cooperation with municipal authorities and other Company departments and obtain property owners' signatures on legal agreement documents. Developing and maintaining records on the effects of Municipal project planning on existing or planned gas distribution system and recommending action and priorities as well as compiling plans and sketches of layouts of service lines, meter sets and their locations, premise piping layouts, etc. on an as required basis will form some of their duties.

Qualifications:

Must have:

They will be a high school graduate and have related post secondary courses in drafting. Technical report writing is desirable. Knowledge of the gas distribution systems and installation practices, utilization and installation codes is required along with knowledge of design and layout of Municipal Services including water, sewer, lighting, telephone and power.

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 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.

MATERIALS TRUCK & TRAILER OPERATOR

Duties & Responsibilities:

1. A materials Truck & Trailer Operator operates any vehicle which requires up to a Class 1 license with air brake endorsement.
2. Shall tow the LNG tanker.
3. Shall deliver pipe and operate the crane throughout the company's operating territory.
4. Loads, unloads, and transports materials and equipment in a safe and efficient manner.
5. Shall be required to work in several areas such as yard and Stores at the discretion of the Warehouse Foreman.
6. Utilizes and operates all material and equipment required in the performance of the job.
7. Takes inventory, fills orders when assigned and performs administrative duties required of the job.
8. Is responsible for good housekeeping, stocking and safekeeping of all materials and equipment delivered in compounds and stores.
9. Must be available for out-of-town deliveries on short notice.

MEASUREMENT & CONTROLS TECHNICIAN

Duties & Responsibilities:

In accordance with Company Measurement Standards shall conduct measurement and regulating duties as follows:

1. Installing, testing, activating, adjusting, calibrating, maintaining, repairing, proving, trouble shooting, operating and evaluating the pressure regulation, measurement and system control and

monitoring equipment used in gas transmission, distribution and NGV systems according to company standards.

2. Program and operate all electronic natural gas measurement devices such as flow computers, electronic correctors, satellite communications systems, RTU's and other data collection equipment, and ensuring their proper operation and accuracy.
3. Completing detailed and accurate reports on pressure regulation and measurement matters such as technical reports, problem analysis and maintaining paper/electronic databases for above.
4. Providing technical direction, training and leadership to Company and Contractor personnel involved in any aspect of Measurement Standards, including installing, maintaining and abandoning regulation and measurement equipment.
5. Assisting with budgeting and maintain inventory control.
6. Available for on-call duties when scheduled.
7. Responsible for all measurement duties in his/her assigned area without supervision, and also be capable of system wide coverage (on-call, vacation coverage, etc.)

MEASUREMENT GROUP LEADER

Duties & Responsibilities:

The prime responsibility for this position is to ensure that on-specification gas is received, transported and delivered to customers safely, economically and accurately with minimal gas losses. Related duties and responsibilities include:

1. All duties of a Measurement & Controls Technician (formerly Sr. Measurement Technician).
2. Directing the activities of all Measurement & Controls Technicians dispersed throughout company operating districts including frequent travel to districts.
3. Providing leadership, coaching and administering training and skills development for all Measurement & Control Technicians.
4. Participation in the recruitment process of all Measurement positions.
5. Ensure all components of metering and/or regulating stations, system alarms, and non-PFM meter sets are efficiently sized, installed, operated, and maintained in accordance with company standards.
6. Administering capital, operating and maintenance budgets for the measurement activities.
7. Administering the documentation of unmetered gas losses to meeting accounting and environmental needs.
8. Utilizing data gathered from all available sources to determine, document reconcile and mitigate unaccounted for gas.
9. Administering the documentation of gas quality, including energy content, dew points, odorants and sulfurs for all systems.
10. Liaising with manufacturers, other utilities, associations, and government and participate in company standards development in order to research and ensure that the company's measurement practices consider best available technology.
11. Coordinating overall measurement activities with customers and other company groups.

Qualifications:

Qualifications of a Senior Measurement Technician.

- a) A relevant Engineering, Technical Degree or Technologist Diploma or an acceptable equivalent.
- b) Proven leadership, interpersonal, and administrative skills.
- c) Excellent verbal and written communication skills are essential.
- d) A minimum of five (5) years experience in a leadership role.
- e) A minimum of seven (7) years experience in the measurement field

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 & Controls 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.

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.

MILLWRIGHT

Duties & Responsibilities:

1. Shall perform all duties associated with transmission compressor stations, internal inspection of turbo machinery, trouble shooting, operation and maintenance of mechanical, pneumatic, hydraulic, and rotating equipment.
2. Shall develop and maintain predictive analysis and preventative maintenance schedules.
3. Shall prepare comprehensive documentation of construction, inspection, commissioning, operation and maintenance work.
4. Shall direct the work of other employees and contractors as it relates to compression mechanical maintenance activities.
5. Shall ensure safe, reliable and 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, they may be temporarily scheduled for work for which they are qualified in other departments.
8. May be required to provide on call/standby coverage, and extensive travel may be required.

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.

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.

PIPELINE LABOURER

Duties & Responsibilities:

Participate in pipeline operations and maintenance as directed, including but not limited to the following:

1. Clean and paint transmission system above ground appurtenances.
2. Vegetation control (utilizing chain saws, power trimmers, manual slashing etc.) on pipeline right-of-way and facilities, including block valve and pigging barrel sites.
3. Repair and replace right-of-way markers, line markers and other signage.
4. Provide manual labor for excavations, replacements and system improvements.
5. Removal and re-application of damaged pipeline coatings.
6. Assist in maintenance of all work equipment.
7. Willing and able to spend extended periods of time away from home base working on system facilities.
8. Oversee site operations for company employed student Labourers as required.

Qualifications:

- a) Grade 12 or equivalent education.
- b) Valid Class 5 BC Driver's License.
- c) Must be in good physical condition.
- d) Effective communication skills.
- e) Possess basic computer skills.
- f) Demonstrate safe work habits and adherence to safety regulations.
- g) Demonstrate a good mechanical aptitude for operations and construction work.
- h) Equipment operating (backhoe, dozer, etc.) skills would be an asset.

Note: There is no progression from Pipeline Labourer to Pipeline Technician II.

PIPELINE TECHNICIAN I**Duties & Responsibilities:**

1. Perform all duties of a Pipeline Technician II
2. Respond to emergencies on the gas transmission system and carry out appropriate actions involving damage to the system or the escape of gas.
3. Perform all duties associated with pipeline system blow-downs.
4. Install, operate and maintain all new Transmission Pipeline Facilities as required.
5. Calibration of line-break valve equipment.
6. Conduct pressure tests for new facilities.
7. Perform pipeline integrity programs including, but not limited to: smart pigging, marine pipeline inspections, and cathodic protection system maintenance and surveys.
8. Perform (or supervise a contractor performing) right-of-way maintenance including, but not limited to: vegetation control, erosion control, system modifications etc.
9. Construct (or assist with directing a contractor to construct) capital upgrades/projects on the Transmission pipeline system.
10. Maintaining detailed and accurate records of works performed.
11. Perform any other pipeline operational or maintenance duties as directed.
12. May be required to participate in on-call program.

Qualifications:

- a) Qualifications of a Pipeline Technician II, plus the ability to perform duties and responsibilities of a Pipeline Technician I.
- b) Thorough understanding of the operating principles of gas transmission operations.
- c) Ability to evaluate conditions quickly and accurately and makes decisions to achieve optimum results, particularly under emergency and/or stressful circumstances.
- d) Capable of reading and interpreting Engineering drawings, technical reports and operating manuals.
- e) Class 1 Drivers license with air endorsement.
- f) Must have three years experience as a Pipeline Technician II.

PIPELINE TECHNICIAN II**Duties & Responsibilities:**

1. Perform all duties of a Pipeline Labourer.
2. Operate pipe and cable locating instruments.
3. Assist with responding to emergencies on the gas transmission system.
4. Assist with pipeline system blow-downs.
5. Inspect and maintain pipeline right-of-ways and facilities as directed.
6. Assist with transmission pipeline integrity programs.

7. Provide inspection for third party crossings or infringements of the pipeline system under guidance from more experienced personnel.
8. Drive, operate and maintain all equipment used in Transmission Operations work.
9. Perform any other pipeline operational or maintenance duties as directed.
10. May be required to participate in on-call program.

Qualifications:

- a) Qualifications of a Pipeline Labourer, and 3 years experience in the natural gas industry, plus the ability to perform duties and responsibilities of a Pipeline Technician II.
- b) Class 1 drivers license with air endorsement is desirable but not mandatory.
- c) Progression to a Pipeline Technician I will require a minimum of three years of experience in transmission pipeline operations as well as successful completion of a work-related examination developed by the Company.
- d) Valve maintenance experience is desirable.

PLANNING & DESIGN TECHNOLOGIST**Duties & Responsibilities:**

1. Ensures the efficient operation and maintenance of company facilities by performing all duties required for this purpose, or as assigned by the manager and/or designate.
2. Directs the work of the contractors and other workgroup categories in such a manner that the work is carried out safely, efficiently and expeditiously.
3. Provides technical direction and leadership to Company, contractors and other workgroup categories involved in any aspect of company facilities, their electrical & mechanical systems, utilities and grounds.
4. Assists in planning work tasks related to the operation and maintenance of company facilities, their electrical & mechanical systems, utilities and grounds.
5. Assists in the development, implementation and instruction of training and operating programs.
6. Applies the related code requirements, institutional practices and company policies & standards as they related to the operation and maintenance of company facilities.
7. Ensure that the facility structural systems, electrical & mechanical systems, life safety systems, utilities and grounds are functioning optimally.
8. Inspects the work of contractors and other workgroup categories maintaining, modifying and overhauling facilities and utilities in order to ensure that work is completed to company standards.
9. Works with tools and carries out maintenance and modification to facilities, their electrical & mechanical systems, utilities and grounds other than where prohibited by codes.
10. Completes all documentation required by the position.
11. May also be assigned other Facility tasks that the individual is capable of performing.

Qualifications (Must Have):

1. Inter-Provincial Journeymen's Refrigeration Mechanic Ticket
2. Inter-Provincial Journeymen's "B" Gasfitter's Ticket
3. Minimum 5 years Journeymen's directly-related and relevant facilities experience in operation, maintenance, construction and commissioning of related electrical & mechanical systems and utilities.
4. Demonstrated experience in troubleshooting and programming VFD, DDC, DCS and/or PLC control systems
5. Proficiency in developing & interpreting facility systems design & construction drawings
6. Demonstrated leadership and decision-making capabilities and ability to work effectively with a minimum of supervision
7. Demonstrated ability to communicate verbally, and in writing, clearly and concisely
8. Intermediate understanding of Preventative & Predictive Maintenance Theory and Programs

9. Demonstrated ability to effectively analyze & troubleshoot system problems, prepare written administrative documentation and keep accurate records
10. Expert understanding of systems used to maintain and operate company facilities, i.e. electrical & mechanical systems, utilities and grounds
11. Demonstrated intermediate knowledge of Facility codes, regulatory requirements and industry practices
12. Intermediate understanding of Microsoft Office applications
13. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; must have Class 5 Driver's License and a safe driving record.

Additional Information

1. Department has varying start times to provide coverage from 0600 to 1800 hours
2. May be required to work out of town within Terasen Gas service territory
3. Standby coverage may be 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 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.

SENIOR PIPELINE TECHNICIAN

Duties & Responsibilities:

1. Perform all duties of a Pipeline Technician I.
2. Direct and control safety on the job, in the shop and at field locations.
3. Provide technical direction and leadership to Company and Contractor personnel involved in any aspect of Transmission Pipeline operations and maintenance.
4. Train subordinate employees in the use of equipment, tools and instruments specific to pipeline operations and maintenance.
5. Responsible for daily work assignments of Transmission Operations crew.
6. Responsible for planning, scheduling and implementing construction projects as requested.
7. Respond to emergencies on the Transmission System, and direct and carry out appropriate actions involving damage to the system or the escape of gas.
8. Responsible for site supervision of all hot work and tie-ins on the transmission pipeline.
9. Maintain accurate operations, construction and maintenance records.
10. Monitor and maintain status of emergency equipment.
11. Keeps up-to-date with all job related Company policies and procedures.
12. Participate in "On-call" program.

Qualifications:

- a) All the qualifications required of a Pipeline Technician I, plus the ability to perform the duties and responsibilities of a Senior Pipeline Technician.
- b) Proven ability to supervise employees.
- c) Proven ability to provide job specific training to Transmission employees.
- d) Superior communications skills.
- e) Must have three years experience as a Pipeline Technician I.

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.

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 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
, 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.

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.

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.

WAREHOUSE & DELIVERY LEADER

1. Perform all of the duties associated with the operation of the Central Warehouse and Meter Warehouse.
2. Training and directing the work of Shipper/Receivers, Material Handlers, Material Truck Drivers, Measurement Mechanics, Senior Material Handler, Stores Leader and others as required or as assigned.
3. Maintaining an adequate workforce by reviewing staff requirements and time off requests, and making recommendations to the Warehouse and Delivery Manager.
4. Scheduling and rescheduling work in response to rapidly changing workload, and prioritizing receipt and delivery of goods in response to critical requirements.

5. Acting as a liaison between the Warehouse and the Meter Shop, Purchasing, Accounts Payable, Regional Warehouses, and other departments as required or assigned.
6. Maintaining source document files, e.g. Purchase orders, receipts, return or vendor, etc.
7. Adhere to all requirements for the Meter Quality Assurance Program.
8. Providing procedural expertise with regard to the inventory and meter control systems and material acquisition requirements to all client groups throughout the company.
9. Monitoring and maintaining control or receipts of manufactured stock, remanufactured meters, recalled meters and new meters.
10. Coordinating inventory checks, counts, and controls as required or assigned by the Warehouse and Delivery Manager.
11. Assists the Manager in the development of long-term strategies for the Warehouse and Delivery group.

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.

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.

July 10, 1989

LETTER OF UNDERSTANDING NO. 1

Deleted in 1999.

July 10, 1989

LETTER OF UNDERSTANDING NO. 2

Deleted in 2006. Incorporated into Article 5.

July 10, 1989

LETTER OF UNDERSTANDING NO. 3

Deleted in 1999.

LETTER OF UNDERSTANDING NO. 4***(AMENDED)- NEEDS SOME MORE WORK****(Originally dated November 12, 1987, and signed by R. Dowling & L.J Seppala)***Re: 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 30.02.1 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.

True Bank, Legacy & Choices Days

Legacy (if applicable) and/or Choices Days will be converted into its hourly equivalent and put into a bank. Time off can then be taken in 11.25 hour days.

True Bank Days are earned days. All employees shall work a twelve (12) hours day and deposit three-quarters (3/4) hour into their true bank for each day so worked. If the employee is not at work for the full twelve (12) hour day, the three-quarters (3/4) hour is not earned and not deposited to the true bank for that day.

All True Bank Days earned in the current year shall be taken in the year following the year in which they were earned.

True Bank Days shall be taken as days off by the end of the year following the year in which they were earned or moved into a temporary transitional dollar bank which shall be cashed out by the end of the year 2009.

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.

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

LETTER OF UNDERSTANDING NO. 6*(AMENDED)**(Originally signed by R. Dowling & F. Scherubl, included in the 1991-1994 Collective Agreement, and amended in the 2001-2006 Collective Agreement)***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.

This Letter of Understanding only applies to eligible retirees who retire prior to January 1, 2011. Effective January 1, 2011, the post retirement benefits eligibility and coverage agreed to in the March 31, 2008 Memorandum of Agreement shall apply for all employees who retire.

On behalf of Terasen Gas Inc.:**On behalf of IBEW, Local 213:**_____
Jeff Marwick_____
Gord Van Dyck_____
Date_____
Date**LETTER OF UNDERSTANDING NO. 7***(AMENDED)**(Originally signed by R. Dowling & F. Scherubl, and included in the 1991-1994 Collective Agreement)***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.

This Letter of Understanding shall expire on December 31, 2010.

On behalf of Terasen Gas Inc.:**On behalf of IBEW, Local 213:**_____
Jeff Marwick_____
Gord Van Dyck_____
Date_____
Date

October 1975

LETTER OF UNDERSTANDING NO. 11

Deleted in 1994

LETTER OF UNDERSTANDING NO. 16

Deleted in 1999

LETTER OF UNDERSTANDING NO. 16A
(Supersedes LOU#16 signed 14 August 1975)

Deleted in 2006. Incorporated into Article 38

November 9, 1979

LETTER OF UNDERSTANDING NO. 17

Deleted in 2006.

November 9, 1979

LETTER OF UNDERSTANDING NO. 18

Re: Use of Contractors

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

Deleted in 2006. Incorporated into Article 38.

AGREEMENT WITH RESPECT TO GAINSHARING

Replaced by Scorecard/Employee Incentive Plan in 2002

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**Temporary Vacancies (Also known as "Relief" and "Interchange")**

Deleted in 2006. Incorporated into Article 9

June 23, 1993

LETTER OF UNDERSTANDING NO. 32**Senior Sales and Service Technician**

Deleted in 2006. Incorporated into Article 8.02

LETTER OF UNDERSTANDING NO. 33

(AMENDED)

(Originally signed & dated January 12, 1995)

Re: 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 up to three (3) management members, and up to three (3) 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 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.

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

LETTER OF UNDERSTANDING NO. 34

**Work Sharing – Dependent Backhoe Contractors (DBC)
Southern & Western regions**

Deleted in 2006. Incorporated into Appendix A.

LETTER OF UNDERSTANDING NO. 35

Application of Force Majeure

Deleted in 2006. Incorporated into Appendix A.

LETTER OF UNDERSTANDING NO. 36A

Standby Coverage in the Interior

Deleted in 2001. Substituted with LOU NO.60

LETTER OF UNDERSTANDING NO.37

Temporary Time-Frame Extension to Article 28.04.4

Deleted in 1999.

LETTER OF UNDERSTANDING No. 38

(AMENDED)

(Combined LOU NO. 38 and LOU NO.54A)

(LOU NO. 38, originally dated June 17, 1998, and signed by F. Green and R. Dowling)

(LOU NO. 54A, originally signed by F. Scherubl and R. Loski, included in the 1999-2001 Collective Agreement)

Re: Job Site Mustering – Coastal Region, Interior Region 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 20 km radius from his residence. If his first or last job is beyond the 20 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, 2011, unless renewed by the parties in writing.

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

LETTER OF UNDERSTANDING NO. 39

Deleted in 2006. Incorporated into Article 29

LETTER OF UNDERSTANDING NO. 39A

Deleted in 2006.

LETTER OF UNDERSTANDING NO. 39B

Deleted in 2006. Incorporated into Article 29

LETTER OF UNDERSTANDING NO. 40

Continuous Bargaining Process

Deleted in 1999.

LETTER OF UNDERSTANDING NO. 53

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

Job Site Mustering – Interior & Island Units

Deleted in 2006. Incorporated into LOU NO.38.

LETTER OF UNDERSTANDING NO. 55

Regarding Reductions in the Number of Dependent Backhoe Contractor/Operators

Deleted in 2001.

LETTER OF UNDERSTANDING NO. 56

Regarding the various roles of Construction and Maintenance (C&M) Crews

Deleted in 2006. Incorporated portions into the Distribution Mechanic/Excavator (DMX) and Equipment Operator/Distribution Mechanic (EO/DM) job descriptions.

LETTER OF UNDERSTANDING NO. 56A**Re: Letter of interpretation regarding use of alternate (mini) excavation equipment**

1. ~~C&M~~ Crew Leaders (DM1) may volunteer for training on 'mini-ex' equipment.
2. Subject to #3 below, regular Crew Leaders who are trained on this equipment, and DMXs who are relieving Crew Leaders on a temporary basis, may operate this equipment from time to time, but only if a DMX is also on the crew. This addresses the issue of maintaining experience in operation of the equipment, and is not a mandatory requirement of the regular or temporary Crew Leader position.
3. If a DMX is upgraded to Crew Leader due to an unscheduled absence of a Crew Leader, and the second person on the crew is a DM or DA who is not trained to operate the mini-ex equipment, the manager can direct the temporary Crew Leader to operate the equipment, but only for the first day of the unexpected absence.
4. BC Gas will ensure that a sufficient number of DMs and DMXs are trained to meet forecast requirements.
5. DMX positions will not be curtailed by Crew Leaders volunteering to operate mini-excavators in accordance with #2, above.

LETTER OF UNDERSTANDING NO. 57

**Regarding the new job classifications of System Operations Technicians,
and System Operations Apprentice**

Deleted in 2006. Incorporated portion into the Job Descriptions

LETTER OF UNDERSTANDING NO. 58

Deleted in 2006. Incorporated into Article 30.

LETTER OF UNDERSTANDING NO. 59 NEED TO DISCUSS**Re: Compression & Controls Technicians (CCT)**

Respecting the he trades qualifications of the Compression & Controls Technicians (CCT) within the Transmission Operations Department, their market adjusted wage rates, and the day-to-day organization of their work.

Part 1 – Trades Qualifications: MOVED To Article 38.05**Part 2 – Attraction/Retention Premium (ARP): *NEED TO DISCUSS THIS***

ARP**					Base Rate
Interior	Coastal	Interior	Coastal		

CCT 1	\$31.11	\$29.16	\$2.18	\$2.04	\$ 29.16
CCT 2	\$28.00	\$26.24	\$1.96	\$1.84	\$ 26.24
CCT 3	\$26.44	\$24.78	\$1.84	\$1.73	\$ 24.78
CCT 4	\$24.88	\$23.32	\$1.74	\$1.63	\$ 23.32

** The ARP is a premium applied only to regular hours worked, annual vacation, supplementary vacation, statutory holidays and SWYL. It does not apply to overtime or stand-by hours or other forms of paid time off. It does not form a base from which other premiums are calculated (e.g. overtime).

The ARP will be jointly reviewed annually relative to our current market comparators, and is subject to full, joint review as required (in any event no less than every five years). The intent is to maintain total cash compensation for CCTs at a level relative to market that will facilitate attraction and retention of qualified CCTs.

Part 3 – Work Leadership: MOVED to Article 8.01.1.5

Part 4 – Miscellaneous: MOVED to Articles 27.04.12 and 27.07.4.8

On behalf of Local 213 of the IBEW:

On behalf of Terasen Gas Inc.:

Randy Loski

Franz Scherubl

Date

Date

LETTER OF UNDERSTANDING NO. 60

Emergency Response & Standby

Deleted in 2006. Incorporated into Article 31

LETTER OF UNDERSTANDING NO. 61**Between****LOCAL 213 OF THE****INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS****And****BC GAS UTILITY LTD.**

Effective January 1, 2003, in the Metro Unit the "work group" previously defined in LOU 31 1.01 as the "Muster", will now be considered the "Crew".

This proposal will create:

- base crews
- construction crews
- DM relief pool

Crew pairing will be determined in the annual headquarters election process

Relief will be provided from within each crew

Construction crews are re-headquartered as a unit

Increased summer time off

<u>Company Plus</u>	<u>Employee Plus</u>
Truck, job/work ownership Better tool inventory control Job continuity More equitable division of relief Improved truck utilization Improved job scheduling	Truck, job/work ownership More consistent tool availability Job continuity More equitable division of relief Increased vacation time during the summer write-up period
	<u>Employee Negative</u>
	Less up time for the senior DMs

For each type of crew the identified pros and cons are:

<u>Base Crew Plus</u>	<u>Construction Crew Plus</u>
Preferred location Truck ownership Increased vacation time during the summer write-up period	Increased vacation time during the summer write-up period Except where other relief applies, DMs will bonus up when partner DM1 is absent DMs matched up with partner with same location preferences
<u>Base Crew Negative</u>	<u>Construction Crew Negative</u>
No concurrent time off with partner	Truck ownership
	No concurrent time off with partner
<u>Relief Pool Plus</u>	<u>Relief Pool Negative</u>
More openings for vacation time (no partner restriction) Increased opportunities to fill vacancies in preferred locations	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. The DM1 and DM/DMX//DA will be matched by selection preference based on seniority. The DM/DMX/DA 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 the seniority of the DM1. 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 DM1 and at no cost to the company in keeping with LOU 39.

DMs Currently Laid Off from DM1 Classification

In order to facilitate the implementation of compound and crew selection (intra crew relief) in Metro, the three DMs who currently hold recall rights to the DM1 classification in Metro: Graeme

Mounce, Mike Cooper and Rob Favaro will, without prejudice, be paid at DM1 rate but remain DMs in every other respect.

Issue Resolution

Issues arising from the implementation of this LOU shall first be discussed between the employee(s) and the appropriate manager(s). Failing satisfactory resolution the issue may be referred to the next regular meeting of the Joint Consultative Committee where the parties shall make every effort to resolve the issue(s) on a mutual gains basis. Such resolution can include agreement to implement an alternative procedure acceptable to both parties.

On behalf of Local 213 of the IBEW:

On behalf of BC Gas Utility:

Randy Loski

Franz Scherubl

Date

Date

LETTER OF UNDERSTANDING NO. 62

New Job Classification – Distribution & Service Technician

Deleted in 2006 – CST has replaced both the SST and DST

LETTER OF UNDERSTANDING NO. 62A

CST's In Towns of Four or Less Employees – Layoff/Bumping Rules

Deleted in 2006

LETTER OF UNDERSTANDING NO. 63

Overtime Leave Bank for Employees Subject to Seasonal Layoff

Deleted in 2006. Incorporated into Article 33.01.

LETTER OF UNDERSTANDING NO. 65

Deleted in 2006. Incorporated into Appendix A.

LETTER OF UNDERSTANDING NO. 66

(AMENDED)

(Originally signed by R. Loski, B. Hammond, J. Marwick, and S. Gelinas, and numbered NO.66, then amended February 8, 2007, and numbered NO.66A)

Re: Field Operations Assistant (FOA) - Working Conditions & Wage Rate for Terasen Gas Vancouver Island

The parties agree to establish the new classification of Field Operations Assistant on Vancouver Island. Field Operations Assistant positions will be located in Victoria, Nanaimo, and Courtenay.

The Field Operations Assistant will be a part-time regular position. The following working conditions will be applicable for employees holding the Field Operations Assistant position:

1. The Field Operations Assistant will work according to an assigned regular schedule but will not work less than forty (40) hours bi-weekly. In the event, one of the Field Operations Assistant is absent from work, the other Field Operation Assistant may assume the extra hours to a maximum of forty (40) hours per week.
2. An assigned regular schedule will be established by the company at the time of hire and will be for a minimum of 2 weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ due to operational requirements.
3. The normal hours of operation will be Monday to Friday 8:00 a.m. to 4:30 p.m. or 7:30 a.m. to 4:00 p.m., subject to operational requirements.
4. A Manager may change an established schedule but must provide 2 weeks notice of any change. Notice of change is not required where a schedule is varied by mutual agreement between the employee and the manager/supervisor.

Entitlement and Benefit coverage

5. Field Operations Assistants will accumulate service on the basis of regular hours worked.
6. Field Operations Assistants will receive the equivalent dollar amount as pay-in-lieu for Choices days, annual vacation, and statutory holidays on a bi-weekly basis and will have the choice of electing one of the following two options, on an annual basis, for receiving pay-in-lieu:
 1. Each pay period as a bi-weekly payment; or
 2. Transfer the pay-in-lieu each pay period to a time off bank (TOB) to be used as time off and/or lump sum cash payment.
7. Field Operations Assistants will receive pay-in-lieu for Choices days, annual vacation, and statutory holidays at the applicable rates noted below for all regular hours worked and paid absences (medical, sick leave):

<u>Choices Days</u>	<u>4.0%</u>
Annual vacation	6, 8, 10 or 12% per Accredited Service
Statutory holidays	<u>4.4%</u>

8. Field Operations Assistants will pay 50% of the premium for each of the benefit coverage below:

- Provincial Medical Services Plan
- Extended Health Care
- Dental Care
- Basic Group Life
- Business Travel Accident Insurance
- Long Term Disability

9. Sick leave is paid based on regularly scheduled work days.

The above benefits coverage and sick leave entitlement in 8 & 9 above will be maintained until December 31, 2010. After which time they will be subject to any agreed upon changes to the 'new' flexible benefits design (as they apply to eligible part-time regular employees).

10. Pension Plan entitlement will be applied as follows: If an employee is a pension plan member, they will continue to accrue pensionable service, and the pensionable service will be prorated based on regular hours worked. If they are not pension plan members or are new employees, they will need to meet the eligibility criteria to join the plan. Once they meet the criteria, they will accrue pensionable service prorated on regular hours worked.

11. The hourly wage rate for this position will be as follows:

Jan. 1, 2007	April 1, 2007	April 1, 2008	April 1, 2009	April 1, 2010
\$23.79/hour	\$24.38/hour	\$25.11/hour	\$25.86/hour	\$26.64/hour

12. Additional Compensation entitlement:

- Employee Savings Plan – As per the Memorandum of Agreement 2006 - 2011
- Employee Incentive Plan – Corporate Scorecard measure portion only (prorated based on hours of work).

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

LETTER OF UNDERSTANDING NO. 67**Re: Customer Service Technician (Tie-in)**

The purpose of this letter of understanding is to clarify and formalize the intent of the 2006 MOA between the Company and the Union with regard to the Customer Service Technician (Tie-in), a subset of the Customer Service Technician (CST) classification.

The parties agree to the following:

Part A - Incumbent CST (Tie-in)'s

1. Incumbent CST (Tie-in)'s shall be kept whole. Their rate shall reflect the CST end rate (CST 1), and their hours of work shall remain on the regular day shift.
2. Bill Friedrich, shall be considered an incumbent CST (Tie-in) and his rate shall be lifted to CST 1, retroactively to the date that he assumed his current CST (Tie-in) position.
3. While the incumbent CST (Tie-in)'s may primarily be focused on tie-in activities, they shall be expected to deliver the full scope of CST work when and as required (to the level of their qualifications and training).

Part B - New CST (Tie-in)'s

1. In recognition of the additional scope of this CST subset; an employee hired as a CST (Tie-in)'s shall be exempt from the CST 2 step in progression provided they hold their Provincial Gasfitter's License Grade B (aka "B" ticket) at the time of selection.

All new CST (Tie-in)'s shall be subject to a one (1) year probationary period wherein they must demonstrate their ability to deliver the full scope of CST duties.

2. CST (Tie-in)'s that are hired with minimum qualifications (Utility Ticket) shall begin as a CST 2 (Tie-in) and shall advance to a CST1 per the following:
 - a) The CST 2 (Tie-in) shall automatically be promoted to CST 1 upon attaining the Provincial Gasfitter's License Grade B;
 - b) The CST (Tie-in) 2 shall be required to obtain the Provincial Gasfitter's License Grade B within twelve (12) months of qualifying to write for it (i.e. holding a Provincial Gasfitter's License Utility Grade for 2 years);
 - c) Failure to obtain the Provincial Gasfitter's License Grade B within this twelve (12) month period shall result in the employee being returned to their previously-held classification.
3. The CST (Tie-in) shall deliver the full scope of CST duties, including CST shifts, but shall rotate into the Tie-in function on a regular and reasonably equitable basis with others in this subset.
4. The Company has targeted an initial number of six (6) CST (Tie-in)'s and shall eventually post to that level on a transitional basis. Given the limited scope of the incumbent CST (Tie-in)'s in their current configuration this adjustment shall occur when opportunities allow.
5. The Company shall initially post one (1) additional permanent position. This CST (Tie-in) shall provide backfill for the incumbent group and, as transition occurs, shall rotate into tie-in work on a more frequent basis as other new CST (Tie-in)'s positions are posted. This first "new" CST (Tie-in) shall initially be required to focus on other CST work but since he/she may come in as a CST-1 (holding a B Ticket), and may not have the required training to deliver the full scope of the CST

duties, some accommodation by the Company may be required while skills acquired and required training is completed.

Signed this "6th" day of December 2007 at Surrey, B.C.

For the Company:

"Jeff Marwick"

Jeff Marwick

For the Union:

"Randy Loski"

Randy Loski

Graham Henderson

LETTER OF UNDERSTANDING NO. 68

Re: TGVI Adjustment Plan – Remaining Items

Respecting the integration of employees from Terasen Gas – Vancouver Island (TGVI) and Terasen Gas – Whistler (TGW) into the TGI collective agreement and bargaining structure.

The parties hereby agree as follows:

1. Employees who transferred between TGVI or TGW and TGI prior to January 1, 2004 are considered external hires and have no seniority prior to their date of transfer.
2. Subject to proceedings before the Labour Relations Board with respect to determination of appropriate bargaining unit jurisdictions, employees in the following classifications as at April 1, 2004 shall remain in the IBEW bargaining unit so long as they continue to be headquartered in the TGVI or TGW service areas:

Gas Distribution Planner
Mains & Service Planner
Planner
3. In the event the company transfers any of these classifications, or any or all of the work performed by these classifications to TGI or to an outside service provider, the incumbent employee(s) (except temps) shall be treated as follows:
4. Regular employees who become redundant due to the operation of the foregoing paragraph shall have the option of transferring with their classification or work (subject to sufficient seniority to hold the job at the new location/employer) as a regular employee, or to terminate with severance in the amount of two weeks per completed year of service, or to be laid off to the recall list in which case the severance payment in the amount originally accrued (i.e. two weeks per year of completed service) shall be made upon the expiry of recall rights if the employee is not recalled or otherwise re-employed prior to the expiry of recall rights.
5. Employees in a classification and location affected by paragraph #3 shall be offered the severance option of paragraph #4 in order of seniority prior to the options of paragraph #4 being made available to the redundant employees. The intent of this paragraph is to allow more senior employees to voluntarily terminate prior to redundant employees being displaced, on a one-for-one basis.
6. Employees made redundant under paragraph #3 who transfer with their classification or work pursuant to paragraph #4 may, for a period of one (1) year from their date of transfer, elect to terminate with

severance in the amount of two (2) weeks per completed year of service, or to be laid off to the recall on the same terms as apply in paragraph #4.

7. Subject to agreement of the COPE, or by order of the Labour Relations Board, the IBEW Union Seniority date of employees who transfer to COPE jurisdiction pursuant to the foregoing, shall be their seniority date for purposes of Article 4.01 of the COPE collective agreement.
8. Employees being reclassified into merged job classifications per the April 24, 2004 Adjustment Plan shall carry forward their classification seniority from their classification to the merged classification.
9. There shall be no job loss among the nine Victoria Utilization Technicians as a direct result of construction crews and/or contract crews hanging residential meters:

Mike Forsyth	Wayne Nason	Richard Carmichael
Lorne Hadley	Dan Ready	Glenn Hamilton
Bob Hammond	Tom Weiss	Dean Pickup

10. Employees whose regular classification is paid above the merged rate per the April 24, 2004 Adjustment plan merged "IBEW Wage Schedule" shall be red circled at their regular rate.
11. The parties shall discuss the organization of the Transmission Operations group in a JCC with the intent of amending, merging and/or creating appropriate province-wide classifications. Until this is completed, the Island and the Mainland will continue with current practices.
12. TGVI and TGW retirees on December 31, 2003 shall continue with substantially the same company-paid post retirement benefits that have been provided by TGVI unless they choose otherwise, individually, should other options be made available to them.

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

LETTER OF UNDERSTANDING NO. 69

(Re-numbered)

(Originally LOU #15 – Victoria Unit dated August 8, 1991, and signed by R. Dowling & D. Bell)

Re: Pension Plan – Victoria Unit

The Company and the Union agree that this Letter of Understanding 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.

On behalf of Terasen Gas Inc.:

On behalf of IBEW, Local 213:

Jeff Marwick

Gord Van Dyck

Date

Date

INCLUDE LOU #70

LETTERS OF UNDERSTANDING APPLYING TO VICTORIA UNIT ONLY:

LETTER OF UNDERSTANDING #1 – Victoria Unit

EX-OTEU Group

Deleted in 2006

LETTER OF UNDERSTANDING #5– Victoria Unit

Corrosion Control Technologist

Deleted in 2006. Combined with LOU #21 – Victoria Unit, and incorporated into Article 38.04 of the collective agreement

LETTER OF UNDERSTANDING #13 – Victoria Unit

Sales Related Positions

Eliminated in April 2008

LETTER OF UNDERSTANDING #15 – Victoria Unit
Pension Plan

Re-numbered and re-signed as LOU NO. 69

LETTER OF UNDERSTANDING #17 – Victoria Unit
&
LETTER OF INTERPRETATION TO LETTER OF UNDERSTANDING #17, CLAUSE 17

Deleted in 2006.

LETTER OF UNDERSTANDING #18 – Victoria Unit
&
LETTER OF INTERPRETATION TO LETTER OF UNDERSTANDING #18

Deleted in 2006.

LETTER OF UNDERSTANDING #19 – Victoria Unit
(Applicable to both Island Units)

Deleted in 2006.

LETTER OF UNDERSTANDING #21 – Victoria Unit
Measurement Technician Trainee

Deleted in 2006. Combined with LOU #5 – Victoria Unit, and incorporated into Article 38.04 of the collective agreement.

PENSION PLAN (no specified #) – Victoria Unit

Deleted in 2006

LETTER OF UNDERSTANDING (no specified #) – Victoria Unit

Part-Time Position

Deleted in 2006

LETTER OF UNDERSTANDING (no specified #) – Victoria Unit

Job Description – Clerk 2, Communications Centre

Deleted in 2006

LETTERS OF UNDERSTANDING APPLYING TO NORTH ISLAND UNIT ONLY:**LETTER OF UNDERSTANDING NO. 3 – North Island Unit**

Deleted in 2006. Amended and incorporated into Article 30.16 of the collective agreement.

LETTER OF UNDERSTANDING NO. 4 - North Island Unit***District Meter Reading Transition Requirements***

Deleted in 2006

LETTER OF UNDERSTANDING NO. 5 - North Island Unit

Deleted in 2006

LETTER OF UNDERSTANDING NO. 8 - North Island Unit

Deleted in 2006. Amended and incorporated into Article 30.17 of the Collective Agreement.

LETTER OF UNDERSTANDING NO. 9 - North Island Unit

Article 4.02, Revision

Deleted in 2006

LETTER OF UNDERSTANDING NO. 10 - North Island Unit***Relief Wage Rate – Senior Administration Clerk***

Deleted in 2006

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. Terasen Gas will hire an additional dependent backhoe contractor/operator if we employ more than five (5) hourly rubber-tire backhoes who work on a full-time basis simultaneously for a period in excess of 17 weeks in Distribution – Lower Mainland.

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 Complaints shall first be discussed with the immediate Manager concerned. Failing settlement at the complaint stage, grievances shall be presented in writing to the immediate Manager with a copy to the Labour Relations Department giving details of the alleged violation and the relevant Collective Agreement Articles(s). Failing settlement at that stage, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Department Head with a copy to the Labour Relations Department. Failing settlement at that level, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Vice-President, 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 (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 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 immediate Manager'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 (DBOs) in the Fraser Valley and Metro Units will be reduced from thirty-two (32) to the following:

- (a) Eighteen (18) DBOs classified as full-time regular operators, not subject to the layoff provisions described in 1(b) below;
- (b) Five (5) DBOs 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) DBOs 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 DBOs.

- 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.
- 5.04.1 Dependent backhoe contractors shall not be terminated for lack of work while casual backhoe contractors are still working in the department.
- 5.04.2 Dependent backhoe contractors hired after January 1, 2005 will be subject to layoff upon five (5) days notice, due to shortage of work.
- 5.05 Short-term layoffs of less than one (1) 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 four (4) hours at straight-time rate for the day.
- 5.05.2 Layoffs of up to five (5) working days shall be in inverse order of departmental seniority within the unit.
- 5.05.3 Layoffs of greater than five (5) 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 (12) 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 DBOs will schedule a minimum of two (2) weeks off per year during mutually-agreeable periods. This leave will be without penalty and at a time agreed to between the Company and the DBO and will be subject to workload requirements. Special requests for leave beyond two

(2) 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 (including hoepack) 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.

	<u>Sept. 4, 2006</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
<u>Hourly Rate (including Hoepack)</u>	<u>\$67.50</u>	<u>\$69.50</u>	<u>\$71.00</u>	<u>\$73.00</u>	<u>\$75.50</u>
<u>Hourly Rate Truck & Trailer</u>	<u>\$7.00</u>	<u>\$7.00</u>	<u>\$7.50</u>	<u>\$7.50</u>	<u>\$7.50</u>
<u>Total (both) Hourly Rate</u>	<u>\$74.50</u>	<u>\$76.50</u>	<u>\$78.50</u>	<u>\$80.50</u>	<u>\$83.00</u>
<u>Overtime Rate</u>	<u>\$89.00</u>	<u>\$89.00</u>	<u>\$89.00</u>	<u>\$99.00</u>	<u>\$99.00</u>

- 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 as per the Article 7.01 table above shall be paid. DBOs 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 truck and trailer hourly amount as per the Article 7.01 table above added to the rate. Overtime rates will not apply to the truck and trailer rate.

7.03.1 Compensation:

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. Work Sharing – Dependent Backhoe Contractors (DBC) (Formerly LOU #34)

9.01 Definition

Worksharing is defined as dividing all the functions of a full-time DBC position between two current DBCs, 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 DBCs.

It is the intent that the time worked by the two work sharing DBCs 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.

9.02 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 DBCs between the ages of 55 and beyond, who live within commuting distance of the muster compound where the work-share position exists.
- (c) The DBC position left vacant when two DBCs 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 DBCs.

- (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.

9.03 Procedure

- (a) DBCs 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 DBCs 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 Advisor 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.

9.04 Registration

DBC's who wish to work share should submit a proposal to their manager and the Human Resources Department. It is the responsibility of the DBC to arrange for a willing DBC partner.

9.05 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.

9.06 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 Article 9, if approved pursuant to Article 9.01 of this Appendix.

9.07 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 seven (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.

9.08 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.

9.09 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 of this Appendix.

9.10 Discontinuation of Job Sharing – Article 9

Either party may discontinue Article 9 of this Appendix 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.

10. Application for Force Majeure (formerly LOU #35)

- 10.01 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.
- 10.02 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 the procedure outlined in Article 6.03 of the main body of the collective agreement.

MISCELLANEOUS

See DBC Work Sharing Agreement (formerly attached to LOU #34) on next page.

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 Article 9 above.

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 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 Code, 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 Complaints shall first be discussed with the immediate Manager concerned. Failing settlement at the complaint stage, grievances shall be presented in writing to the immediate Manager with a copy to the Labour Relations Department giving details of the alleged violation and the relevant Collective Agreement Articles(s). Failing settlement at that stage, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Department Head with a copy to the Labour Relations Department. Failing settlement at that level, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Vice-President, 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 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 four (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.

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.

	<u>Sept. 4, 2006</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
<u>Hourly Rate</u> (2006 rate re-based to \$45.00)	\$46.28	\$47.44	\$48.86	\$50.33	\$51.84
<u>Overtime Rate</u>	\$67.50	\$67.50	\$73.29	\$73.29	\$77.76

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 32.03 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.

MISCELLANEOUS

Dependent dump-truck contractors, may add \$4,000 to their first invoice following the implementation date (September 2, 2006).

DRAFT

APPENDIX E

BACKHOE CONTRACTORS

(Applies only to Victoria)

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 Complaints shall first be discussed with the immediate Manager concerned. Failing settlement at the complaint stage, grievances shall be presented in writing to the immediate Manager with a copy to the Labour Relations Department giving details of the alleged violation and the relevant Collective Agreement Article(s). Failing settlement at that stage, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Department Head with a copy to the Labour Relations Department. Failing settlement at that level, the Business Agent of the Union or delegate

shall submit the grievance in writing to the appropriate Vice-President, 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.

- 30.11 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

- 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.

	<u>Sept. 4, 2006</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Hourly Rate* (Including Dumptruck & Equipment)	<u>\$77.00</u>	<u>\$78.75</u>	<u>\$81.50</u>	<u>\$84.00</u>	<u>\$86.50</u>
Overtime Rate (Including Dumptruck & Equipment)	<u>\$89.00</u>	<u>\$89.00</u>	<u>\$89.00</u>	<u>\$99.00</u>	<u>\$99.00</u>

*Note: The hourly rate for Rikkmen Excavating Co. is red-circled at \$86.85 pending the outcome of a JCC convened to review the use of ancillary equipment for CRD Dependent Backhoe Contractors and to seek standardization with the Lower Mainland.

- 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 as per the Article 7.01 table above.
- 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.
- 7.03.1 The Company will provide coveralls, safety boots, safety vest, and rain gear, on the same basis as provided for regular members of the crew.
- 7.04 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 F

DEPENDENT CONTRACTOR/ROUTER

(Applies only to Victoria)

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 "G" attached hereto and forming part of this agreement prior to the dependent 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 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

- 3.02 Complaints shall first be discussed with the immediate Manager concerned. Failing settlement at the complaint stage, grievances shall be presented in writing to the immediate Manager with a copy to the Labour Relations Department giving details of the alleged violation and the relevant Collective Agreement Articles(s). Failing settlement at that stage, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Department Head with a copy to the Labour Relations Department. Failing settlement at that level, the Business Agent of the Union or delegate shall submit the grievance in writing to the appropriate Vice-President, 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.
- 30.12 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.
- 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

- 7.01 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.

	<u>Sept. 4, 2006</u>	<u>April 1, 2007</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
<u>Labour (Base Rate) Portion</u>	<u>\$29.42</u>	<u>\$30.16</u>	<u>\$31.06</u>	<u>\$31.99</u>	<u>\$32.95</u>
<u>Vehicle (Rate) Portion</u>	<u>\$5.69</u>	<u>\$5.69</u>	<u>\$5.69</u>	<u>\$5.69</u>	<u>\$5.69</u>
<u>Router Rate</u>	<u>\$35.11</u>	<u>\$35.85</u>	<u>\$36.75</u>	<u>\$37.68</u>	<u>\$38.64</u>

- 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.
- 7.03.1 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.
- 7.03.2 The Company will provide coveralls, safety boots, safety vest, and rain gear, on the same basis as provided for regular members of the crew.
- 7.04 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 this Appendix, 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 G

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 _____