

## **AGREEMENT**

**BETWEEN** 

FortisBC Energy Inc.

AND

Local 213 of the International Brotherhood Of Electrical Workers

April 1, 2019 to March 31, 2024



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## FORTISBC ENERGY INC.

AND

# LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This Agreement is effective April 1, 2019 and applies to employees of FortisBC Energy Inc., FortisBC Vancouver Island Inc. and FortisBC Whistler Inc. hereinafter designated and known as "FortisBC", 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, 2024

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#### 1. GENERAL

## 1.01

The management, operation, direction and promotion of the working force are 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 the Company 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 2024 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 reopen 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

The Company will indemnify and hold harmless the 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 their 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.

#### 1.10 Picket Lines

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

## 2. RECOGNITION OF UNION

#### 2.01

The Company recognizes the Union as the bargaining agent for the employees in a unit composed of employees in British Columbia who are engaged in the production, transmission, storage and distribution of natural and manufactured gas including, without limiting the generality of the foregoing, customer servicemen, meter repairmen, interior and island region meter readers and dependent contractor meter readers working within the areas formerly serviced by Inland Natural Gas Co. Ltd., coastal region dependent contractors engaged in the operation of backhoe equipment and the operation of dump trucks, Victoria unit dependent contractor routers, and all employee in the Vancouver Island and Whistler areas except employees in units for which other trade union have been certified; and will not discriminate against any employee because of their connection with or involvement in the Union.

## 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 the Company.

## 2.01.2

Properly qualified officers of the Union shall be recognized by the Company 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 their absence from employment shall retain their seniority rights and shall upon their 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.

## 2.06

The Company shall provide each employee with a copy of the Collective Agreement within 90 calendar days of a revised agreement being ratified and signed by both parties.

## **2.06.1**

New employees shall be provided with a copy of the Collective Agreement within 90 calendar days of their initial hire.

## **2.06.2**

- a) The company will notify the union of training dates for groups of new hires and will allow one (1) hour of paid time during such training for a Job Steward or Union Representative to meet with new employees for the purpose of informing them of their rights and obligations as Union members.
- b) For new employees not included under 2.06.2 a) the union representative or Steward will be responsible for approaching the Company to arrange for the one (1) hour of paid time to meet with new employees for the purpose of informing them of their rights and obligations as Union members.

## 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 12, 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 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 and 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, for any reason that is not discriminatory or bad faith. Where a new employee is not notified of termination of employment before the end of their probationary period it is understood that their application for employment has been approved. This probationary period shall not be affected by changes in classification.

## 4.01.1

An employee terminated during their initial probationary period is not terminated for cause and the Record of Employment (ROE) issued by the Company shall state either the reason for issuing the ROE is "A", shortage of work, or "K" Other – Application not approved for regular employment.

## 4.02 Employees Who Transfer To A New Classification

Any employee who is transferred to a new classification at their 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 their previously-held classification or they may be directed by the Company to return to their previously-held classification should management consider them unsuitable for the new classification. Should the employee return to their previously-held classification under these circumstances they will do so without loss of seniority in their 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 their probationary period shall not lose classification seniority as a result. However, if they return to such a classification for any reason the employee 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	Pressure and Measurement Apprentice
Customer Service Technician 1/2	Shop Mechanic 1/2/3	Measurement Technician Measurement Mechanic 1/2/3
Commercial S&ST/Sr S&ST	Pipeline Service Agent/Pipeline Tech 1/2	EODM/DMX/DM/DA
Welder 1/Crew Leader/DM/DA	Compression & Controls Technician 1/2/3/4	Warehouse and Delivery Leader/Sr. Logistic Handler/Sr. Material Handler/Materials Shipper Receiver/Material Handler
Energy Services Advisor 1/Energy Services Advisor 2	Distribution Service Agent – based on the stream of their progression	

## 4.02.3

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

## 5. CHANGES IN WORKING CONDITIONS

#### 5.01 New Classifications

When the Company creates any new classification or significantly alters a pre-existing classification, the wage rate and working conditions shall, if possible, be set by agreement before an employee starts work in such new or altered classification, but if no agreement is reached before work commences, the results of final settlement shall be retroactive to the time the new or altered classification was first occupied.

## 5.01.2

If the parties fail to reach agreement with respect to the wage rate of a new or significantly altered 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 or significantly altered 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 or significantly altered 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, they shall continue to receive the higher rate of pay.

#### 5.02.1

When an employee's machine is under service and/or repair they shall receive their 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's classification.

#### 5.03.3

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 Assistant/Distribution Mechanics if contractors are employed doing similar work to that classification in that section.

#### 5.03.4

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 within a Unit in the Coastal and Island Regions (e.g. Customer service, Construction & Maintenance, Transmission operations sections, etc.) 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.

## 5.06 Job Security

- a) "Bargaining Unit Work" means work normally but not necessarily exclusively performed by a member of the bargaining unit.
- b) Managers and other excluded employees will not perform Bargaining Unit Work except for incidental training, incidental deliveries, emergencies, and/or when an employee has exercised his right under Clause 1.10 of this collective agreement.

## 6. GRIEVANCES

#### 6.01

Except as modified by Article 6.01.5 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 Assistant Business Manager of the Union or delegate shall submit the grievance in writing to the <u>Human Resources Business Partner responsible for the service area where the complainant employee works</u> with a copy to the Labour Relations Department.

## **6.01.3** Stage III:

Failing settlement at Stage II, the Assistant Business Manager of the Union or delegate shall submit the grievance in writing to the <u>Manager</u>, <u>Labour Relations</u>.

#### 6.01.4 Timelines

- a) The initial filing of a grievance must be timely, in accordance with the collective agreement.
- b) Where the parties are dealing with a potentially grievable issue, <u>and the Union has not filed a formal grievance</u>, and the parties are unable to resolve the issue, the initial filing of a grievance may delayed with the grievance being treated retroactively to when the parties began dealing with the issue.
- c) During the grievance procedure, the parties will allow some timeline latitude between grievance stages and treat timelines as "directory" as opposed to "mandatory". This being said, the parties will stick close to the defined timelines to ensure the timely processing and resolution of grievances.
- d) The Company (or Union) will have three weeks from the date a grievance is filed by the Union (or Company) at Stage I within which to respond at Stage I.
- e) The Union (or Company) will have three weeks from the date of a Company (or Union) response or failure to respond at Stage I within which to refer a grievance to Stage II.
- f) The Company (or Union) will have three weeks from the date a grievance is filed by the Union (or Company) at Stage II or three weeks from the date of a Stage II grievance meeting, whichever occurs later, within which to respond at Stage II.
- g) The Union (or Company) will have three weeks from the date of a Company (or Union) response or failure to respond at Stage II within which to refer a grievance to Stage III.
- h) The Company (or Union) will have 30 calendar days from the date a grievance is filed by the Union (or Company) at Stage III or 30 calendar days from the date of a Stage III grievance meeting, whichever occurs later, within which to respond at Stage III.
- i) The Union (or Company) will have <u>30 calendar days</u> from the date of a Company (or Union) response or failure to respond at Stage III within which to refer a grievance to arbitration.
- j) By mutual agreement <u>provided in writing</u>, the timelines herein may be varied or suspended with respect to any specific grievance.

#### 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 or a grievance alleging an employee has been discharged without just and reasonable cause 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 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, 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 single Arbitrator shall be final and binding on both parties.

## 6.02.4

Each party shall pay one-half of the fees and expenses of the 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 (2) year period of working time, provided no further disciplinary action has been taken during that two (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 by the Company or any predecessor Company as a regular employee with Union 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)
- c) 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.

## 7.01.2 Regional Seniority:

- a) There are three (3) Seniority Regions in the Company:
  - i. Coastal Region is the Lower Mainland (defined as both Metro & Fraser Valley).
  - ii. Interior Region is the Interior (defined as the ex-Inland, Columbia, and Fort Nelson Gas companies).
  - iii. 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 into these Regions 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 into this Region after December 31, 2003 do not obtain any Regional Seniority.
- c) Employees possessing Regional Seniority in the Coastal or Interior Regions 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) Within the Seniority Regions, there shall be six (6) areas of Unit Seniority (Units) in the Company:

Metro Interior

Fraser Valley
Victoria (Capital Regional District)

North Island (including Sunshine Coast)
Sea to Sky (Whistler and Squamish)

b) Unit Seniority is the date of an employee's most recent selection letter or of a Company-wide Option #4 bump or recall to a Unit.

## 7.01.4 Classification Seniority

- a) Classification Seniority is the date of an employee's selection letter or Company-wide Option 4 bump or recall to a regular vacancy within a classification in a Unit. Prior to October 7, 1968, Classification Seniority was established on the date of commencement in the classification for employees selected to classifications in Metro and Fraser Valley.
- b) 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.
- c) Employees hired into or selected for trainee or apprentice classifications (i.e., classifications which provide non-bulletined progressions to end-rate or journeyperson classifications) shall upon progression to the end-rate or journeyperson classification establish Classification Seniority in such classifications as of their date of hire into or selection to their trainee or apprentice classifications. Employees who progress to an end-rate or journeyperson classification in a different Unit shall establish Classification Seniority in their end-rate or journeyman classifications as of their dates of entry into the trainee or apprentice classifications in a former Unit and as of their selection or Company-wide Option #4 bump or recall into their current Unit.
- d) An employee may establish Classification Seniority in all Units.
- e) A Classification Seniority date, once established, shall not be affected by selection to another job, transfer, the refusal of an In-service Recall, lay-off or bumping.
- f) An employee who returns to their previously-held classification pursuant to Article 4.02.1 shall forfeit Classification Seniority in their 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. An employee who bulletins into a lower-paying position will not normally lose classification seniority. When a demotion occurs by bulletin, classification seniority will be lost only if the employee has documented performance problems in the classification they are leaving. These problems will be of a nature and severity that demonstrates the employee is not suitable for the abandoned classification.
- g) An employee who refuses an Out-of-service Recall to a classification on a seniority basis will forfeit their Classification Seniority in the Unit.
- h) Employees holding Classification Seniority in the following job categories shall be considered to hold Classification seniority in the lower levels of the same job category as specified below:

Category	Category	Category	Category	Category
Mechanical	Warehouse &	Mechanical	Measurement	Building
Foreman	Delivery Leader	Foreman	Shop Leader	Operations &
(Welding Shop)		(Machine &		Maintenance
		Prefab Shops)		Leader
Fitter Welder 1	Sr. Logistics	Machinist	Measurement	Facilities
	Handler		Technician	Technician
Fitter Welder 2	Senior Material	Shop Mechanic 1	Measurement	Electrician
	Handler		Mechanic 1	
Fitter Welder 3	Shipper/Receiver	Shop Mechanic 2	Measurement	Shop Mechanic 1,
			Mechanic 2	2 & 3(B&U)
Shop Mechanic	Material Handler	Shop Assistant	Shop Assistant	Building
				Maintenance
				Worker
Shop Assistant				

Category	Category	Category	Category	Category
Distribution	Distribution	Pressure	C&CTWL	Pipeline Service
Service Agent	Service Agent	Measurement		Agent
		Controls Group		Distribution
		Leader		Agent
Commercial	Welder 1	Pressure	C&CT 1	Pipeline
Customer Service	Crew Leader	Measurement		Technician
Technician	(Arc)	Controls		Welder
	Crew Leader	Technician		
Senior Sales &	Crew Leader	Commercial	C&CT 2	Pipeline
Service Technician		Customer Service		Technician 1
		Technician		
		PMCA 1, 2, 3		
Customer Service	Equipment	Pressure	C&CT 3	Pipeline
Technician 1	Operator	Measurement		Technician
	Distribution	Technician "A"		Equipment
	Mechanic			Operator
Customer Service	Distribution	Pressure	C&CT 4	Pipeline
Technician 2	Mechanic	Measurement		Technician 2
	DMX	Technician		
	Distribution	Pressure		Pipeline Labourer
	Assistant	Measurement		
		Technician		
		Apprentice		

Category	Category	Category	Category	Category
Energy Services	Instructor	Instructor	Instructor	
Advisor 1	<u>Trades Trainer</u>	<u>Trades Trainer</u>	<u>Trades Trainer</u>	
Energy Services	Fitter Welder 1	Welder 1	Senior Sales &	
Advisor 2		Crew Leader	Service Technician	
		(Arc)		
	Fitter Welder 2	Crew Leader	Customer Service	
			Technician 1	
	Fitter Welder 3	Equipment	Customer Service	
		Operator	Technician 2	
		Distribution		
		Mechanic		
	Shop Assistant	Distribution		
		Mechanic		
		DMX		
		Distribution		
		<u>Assistant</u>		

- i) Shop Assistants and Distribution <u>Assistants</u> shall have common Classification Seniority, such that seniority established in one such classification shall be deemed to have also been established in the other such classification.
- j) A Distribution Service Agent, Pipeline Service Agent, Facilities Technician or Trades Instructor is only considered to hold classification seniority based on the stream of their progression (e.g., A Distribution Service Agent shall only hold classification seniority in the Welder 1 (Crew Leader (Arc)) provided they have previously held the Welder 1 classification).

k) DMs and DMXs shall have common Classification Seniority such that Classification Seniority established in one such classification is also established in the other such classification.

#### 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 Position Bulletins

Union Seniority and Regional Seniority shall be taken into consideration when an applicant is being considered for a bulletined position. (See Article 8)

## 7.02.2 Permanent Layoff

- a) In core level classifications (Labourer; Shop Assistant; Distribution <u>Assistant</u>/Distribution Mechanic), 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 two (2) weeks' written notice provided that they have completed six (6) months of Present Service. Notice will increase to three (3) weeks on completion of three (3) years of Present Service; thereafter, one (1) additional week's notice for each subsequent completed year of Present Service up to a maximum of eight (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	1 week	1 week
3 weeks	1 week	2 weeks
4 weeks	2 weeks	2 weeks
5 weeks	2 weeks	3 weeks
6 weeks	3 weeks	3 weeks
7 weeks	3 weeks	4 weeks
8 weeks	4 weeks	4 weeks

- d) The Company retains the right to pay the balance, or a portion thereof, as additional severance pay in lieu of notice.
- e) Employees being bumped are not entitled to layoff notice, but will receive the minimum severance pay specified by 7.02.2 (c) above, if they revert to laid off status.
- f) 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 the employee may choose one of the following five options. The employee must prioritize all options in case their 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 their District is in Chetwynd, then they have no further options and must go to Chetwynd.

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

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

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

If an employee has previously held other classifications, they may bump the employee in their most recent previously-held existing classification with the least Classification Seniority: first, in their current Interior or Island Headquarters or current Coastal Unit; second, in their current Interior or Island District; third, in their current Interior or Island Unit; fourth, in their former Unit. When an employee is unable to bump into their most recent previously-held existing classification due to lack of seniority, they 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 their job history.

## Option #4 - Bumping into a core level classification

An employee may bump the employee with the least Union Seniority in the core level classifications; Labourer, Shop Assistant; Distribution <u>Assistant</u>/Distribution Mechanic in the following numerical sequence; first, in their current Interior or Island Headquarters or current Coastal Unit; second, in their current Interior or Island District; third, in their current Interior or Island Unit; fourth, in their former Unit, fifth, Company-wide: If the employee does not have DM seniority, they will become a DA.

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). They 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, they 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 two (2) most recent performance reviews, 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 their Manager in writing of their bumping option selection within five (5) working days of receiving their layoff notice and bumping options or they 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 their Interior or Island Headquarters or Coastal Unit; second, to their Interior or Island District or Coastal Region; third, to their Interior or Island Unit; fourth, to their former Unit and fifth, to any core level classification (i.e., Labourer, Shop Assistant, Distribution Assistant/Distribution Mechanic), 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 classifications in their Headquarters of origin (Headquarters of initial displacement) based on Union Seniority.

#### 7.03.2

Employees recalled during their recall period will not be considered new hires. Employees who have not been recalled within their recall period will be terminated.

## 7.03.3

- a) An in-service recall is the recall of an employee working for the Company in a position they have moved to as a result of bumping, recall, selection or displacement to the position from which the employee was initially laid off, bumped or otherwise displaced.
- b) An out-of-service recall is the recall of an employee from layoff (i.e., the recall of an employee who is not actively working for the Company in another position) to any position including the position from which the employee was initially laid off, bumped or otherwise displaced.
- c) If a recalled employee refuses an Out-of-service Recall to a regular position within their Headquarters or Unit, they shall forfeit all seniority and right to recall, except if the employee 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.
- d) Displaced employees shall only maintain recall rights to their position of initial displacement and they will do so unless and until they refuse an In-service Recall to such position, which the employee may do without loss of Classification Seniority.

## 7.03.3.1

Employees recalled to regular positions shall have up to two (2) weeks within which to report for work in such positions.

## 7.03.4

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.

## 7.03.5

If an employee accepts recall to a location other than their original headquarters or to a lesser paid classification, they shall only have recall rights to their position of initial displacement. Recall to previously-held and/or Core Level classification is only available to employees laid off to the street.

## 7.03.6

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

## 7.03.7

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.

#### 7.03.8

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 providing they are not employed elsewhere and eligible for these same types of benefits. The Company will pay for such participation. (See Article 7.04.12)

## 7.03.9

Notwithstanding Article 7, the intent is to get the employee back to their position of initial displacement.

## 7.04 Temporary Layoff, Bumping and Recall

#### 7.04.1

- a) 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 equitably maximizes the use of employee Legacy Days, Choices Days, Overtime Bank and Supplementary Vacation if applicable to avoid or postpone layoff.
- b) All construction employees in an Interior Headquarter must use their True Bank, 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.
- c) Any employee may volunteer to use some or all of their overtime bank and/or Legacy Days, Choices Days, and Supplementary Vacation 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 time off/layoff schedule.

## 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 Days, Choices Days, Overtime Bank and Supplementary Vacation, if applicable, are exhausted before sufficient work is available, the employee 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; EODM; PTEO; Distribution Assistant; 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 their manager in writing of their bumping option selection within (5) working days of receiving their layoff notice and bumping options or they will relinquish all bumping rights.

## 7.04.6

Employees in the following job categories: Crew Leader, Welder 1 (Crew Leader (Arc)), EODM, Operations Technician, PTEO; 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 Assistant). In both instances, the sequence will be: first, in their current Interior or Island Headquarters or Coastal Unit, second, in their current Interior or Island District or Current Coastal Region; third, in their 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 Assistant). The sequence will be: first, in their current Interior or Island Headquarters or Coastal Unit, second, in their current Interior or Island District or current Coastal Region; third, in their current Interior or Island Unit.

- a) Their wage rate will be the same as the classification bumped and they will not be entitled to any moving, travel, or board and lodging expenses.
- b) The employee must continue to work at the other headquarters until they are laid off or recalled to their regular headquarters.

Recall to temporary positions shall not exceed three (3) months cumulative and will result in an extension to the twelve (12) month recall period equal to the length of any such temporary employment. Employees recalled for more than three (3) months cumulative have been recalled for regular work and shall be entitled another twelve (12) months of recall if they are subsequently laid off.

## 7.04.7

A regular employee who is laid off to the recall list may qualify themselves for temporary recall at any Interior or Island Headquarters or Coastal Unit, Company-wide, by notifying their 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 their Coastal Unit or Interior or Island District, they will lose his right of temporary recall for the duration of their temporary layoff.

#### 7.04.10

An employee recalled to another District or Unit must continue to work there until they are laid off or recalled to their regular District or Unit.

#### 7.04.11

An employee temporarily recalled to another Unit shall not thereby establish Classification Seniority in the temporary Unit and they will not be eligible for bulletined temporary or relief positions in their temporary District.

## 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 VACANCIES

## 8.01 Regular Positions

#### 8.01.1.1

The Company shall post bulletins on a Company-wide basis advising all employees covered by this Agreement of any positions to be filled. All bulletins must conform to the Agreement, but where any classification is created, Article 5.01 shall apply and such bulletins shall conform to the new classification as agreed.

## **8.01.1.2 Positions**

A position is defined by its Headquarters and Classification.

#### 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 their probationary period in the classification they currently hold. 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 current, regular classification.

Employees applying for positions that include an automatic progression (i.e., a progression from one classification to another contingent on a passage of time and/or the acquisition of a credential) 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 bulletins shall describe the number of positions to be filled and are to be posted at least two (2) weeks before closing date to allow for receipt of applications. Copies of such bulletins will be mailed or e-mailed to employees who do not report daily to a muster point where bulletins are posted.
- b) Within three (3) months of the closing date on a bulletin, the Company may select applicants for the bulletined position(s) from the bulletin summary for the bulletin without posting a new bulletin for the same position(s).

## 8.01.1.5

- a) Subject to ability and efficiency, Union and Regional seniority shall be the governing factors in selections.
- b) Selections for bulletined positions will be based first by Regional Seniority and followed by Union Seniority (see Article 7.01.2), 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, <u>Crew Leader – LNG Operations</u>, <u>Crew Leader – LNG Maintenance</u>, <u>LNG Panel Operator</u>, <u>Building Operations</u> & Maintenance Leader, Facilities Technician, Pressure Measurement & Controls Group Leader, Distribution Service Agent, Pipeline Service Agent, <u>Trades Trainer</u>, Compression & Controls Work Leader and Energy Services Advisor 1 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 Centric
- (vi) Safety

## 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 dates of all applicants for bulletined positions.

## 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 of the date of the bulletin closing. During this six-week period the Company may select relief or other qualified employees to perform the work without having such employees accrue Classification Seniority in the bulletined position.

- a) Successful applicant employees for bulletined regular permanent positions will have seven (7) working days to accept or decline the position. The seven (7) day acceptance period will not apply to an employee on vacation or leave; and
- b) An employee that on two occasions in a twelve (12) month period accepts a bulletined regular permanent position and then elects to withdraw from the bulletined position(s) will not be eligible to apply for bulletined positions for a period of twelve (12) months, from the date of the acceptance letter for the bulletined position.

#### 8.01.3

If as a result of a bulletin, the transfer of employees from a Section should leave that Section with a depleted work force such that operational requirements would be adversely affected, the Company may delay the transfers of such employees. Employees retained by a Section as described above will not thereby lose any Classification Seniority in their new position.

If an employee's transfer to another unit (Coastal Region) or to another Headquarters (Interior or Island Regions) is delayed by more than three (3) weeks for the Company's convenience, the employee shall be given 2 weeks' notice of transfer date.

#### 8.01.3.1

If an employee's transfer on a promotion is delayed by more than three (3) 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 Company's letter confirming the employee's acceptance.

#### 8.01.4

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 in the Coastal Region, bulletining was introduced on a Region-wide basis. Employees who transferred, at their own request, to a labourer's position in a different Unit prior to June 1, 1974 thereby relinquished all their previous Union Seniority and established a new Union Seniority date for job selection purposes.

#### 8.01.5.1

The Union Seniority date of such employees is for selection purposes the Unit Seniority date they established on transfer to the labourer's position in their new Unit.

## 8.02 Temporary Vacancies

## 8.02.1

A vacancy of less than ten (10) accumulated months in any 12-month period is a temporary vacancy. Temporary vacancies shall first be filled by qualified employees within the work group.

## 8.02.2.1

In Fraser Valley C&M and the Metro C&M the crew is the work group. Elsewhere, all the positions reporting to a first-line supervisor/manager constitute a work group.

## 8.02.2.2

If qualified employees are not available within the work group, or additional resources are required from outside the work group for more than six (6) consecutive weeks, bulletins shall be posted in accordance with Article 8.01, except, notwithstanding Article 8.01.1.1, temporary bulletins shall be posted within the District.

## 8.02.2.3

Temporary vacancies for, Trades <u>Trainer</u> and Interior Pipeline Crew shall be posted throughout the Company.

#### 8.02.2.4

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

#### 8.02.2.5

Employees may hold only one bulletined temporary position at any one time.

#### 8.02.2.6

A temporary bulletin automatically expires when the bulletin holder has not worked in the temporary position for a period of twelve (12) consecutive months, unless the employee was denied work in the temporary position at Company convenience.

## 8.02.2.7

Employees selected by bulletin or by assignment to temporary positions shall not establish Classification Seniority in the temporary position.

#### 8.02.3

Temporary bulletin holders travelling and/or relocating to fill a temporary vacancy shall do so on their own time and expense.

## 8.02.3.1

Temporary bulletin holders shall be called when a temporary vacancy exceeds six (6) consecutive weeks, or when it is filled from outside the work group. Release for temporary demotion is at Company discretion. A temporary bulletin holder may decline transfer pursuant to that bulletin only if they are working outside of their regular classification at the time, and the transfer would be to a lower-paying classification than the one they are currently occupying.

## 8.02.3.2

Employees holding bulletined temporary positions may be returned to their regular positions, without notice, when there is no work in the temporary position.

## 8.03 Senior Sales and Service Technicians: (Interior)

The Company shall continue to employ the current, regular Senior Sales and Service Technicians (SSST) at each headquarters where there are one or more Customer Service Technicians (CSTs) in addition to the SSST.

#### 8.04

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.

#### 8.04.1

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.

## 8.05 Special Situations: (Interior)

## 8.05.1

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

## 8.05.2

In determining whether or not an employee is capable of performing the "necessary work", their 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.

## 8.06 One-employee Towns

Whenever a branch is operated by one employee, the employee shall be an employee under this collective agreement.

## 9. MOVING EXPENSES

#### 9.01

The Company will pay moving expenses where an employee is selected for a bulletined regular position in another unit (Coastal Region) or in another Headquarters (Interior or Island Regions) and where the employee moves to their new Unit or Headquarters as applicable, under any of the following conditions:

- a) where the employee is promoted by selection for a bulletined, regular position;
- b) where a lateral transfer or demotion is involved by selection for a bulletined, regular position or bumping providing the employee has more than five (5) years' service and has not been moved at the Company's expense within the previous five (5) years;
- c) where an employee successfully applies for a bulletined, regular position of a continuing nature and where the position disappears after the employee has assumed it; or
- d) where the Company directs an employee to move (e.g., pursuant to Articles 4.02).

## 9.02

Moving expenses are defined as standard packing and moving charges and transportation costs for the employee and their resident family plus incidental expenses up to \$400. Incidental expenses would include such items as housecleaning and disconnecting and reconnecting of appliances and utilities.

#### 9.02.1

Up to three (3) days off with pay will be allowed for purposes of moving and establishing in the new location.

#### 9.02.2

All expense claims must be supported by receipts.

#### 9.02.3

Moving expenses will include one round trip to the new headquarters for the employee (and spouse/partner if applicable) to locate suitable permanent accommodation.

## 9.03

The Company will pay all costs for moving, pursuant to the provisions of Article 9.02 on a one-time basis, for moves resulting from "demotions" arising due to work restrictions or failing physical ability, wherein the employee affected exercises their rights under the Agreement either by way of seniority or alternatively, as the successful applicant for a bulletined position.

## 9.04

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 of up to \$80 all inclusive (\$15 breakfast, \$25 lunch and \$40 dinner) per calendar day for a period not to exceed 30 calendar days.

#### 9.05

The Company will not pay moving expenses where:

- a) A regular employee transfers to another headquarters permanently at their own request.
- b) An employee on probation is choosing to return to their previously-held classification pursuant to Article 4.02.

## 10. POST RETIREMENT BENEFITS

#### 10.01

Employees who retired on an immediate Company pension with ten (10) years of service prior to January 1, 2011 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.

#### 10.02

Effective January 1, 2009, all eligible full-time regular employees, who retired, had the option to elect either the "EML Retirement Benefits Plan (Extended Health Care, Medical Services Plan & Group Life Insurance)" or the "EHSA Retirement Benefits Plan (Extended Health Care & Health Spending Account)". All part-time regular employees who retired prior to January 1, 2011, were eligible for the EML Retirement Benefits Plan.

## 10.03

Effective January 1, 2011, the EHSA Retirement Benefits Plan shall apply to all eligible full-time regular employees, who retire on immediate pension. To be eligible, a full-time regular employee must have worked a minimum of two (2) years full-time status immediately prior to retirement and be age 55 with ten (10) years of full-time equivalent service. The EHSA Retirement Benefits Plan consists of the following:

- 1. Health Care Spending Account (HSA): an annual pre-tax allocation of \$2,500 (pro-rated in first partial year of retirement) for expenses eligible for the medical tax credit under Section 118.2 of the Income Tax Act.
- 2. Extended Health Plan/Security Plan: covers defined medical expenses at 100% after satisfying an annual deductible of \$1,250 per person. Eligible expenses include:
  - Emergency Ambulance
  - Hospital Semi-private
  - Prescription drugs
  - Private duty nursing
  - Mastectomy brassieres
  - Ostomy and ileostomy supplies
  - Walkers, canes, crutches, splints, casts collars, trusses, braces, permanent prostheses, stump socks, surgical stockings, orthopedic shoes, cervical collars and traction kits – to a combined annual maximum of \$500 per person.
  - Hearing aids, to a maximum of \$500 per person in any five-year period
  - Rental purchase of medical equipment to a lifetime maximum of \$15,000 per person
- 3. Lifetime maximum benefits of \$500,000 per person.

## 11. SERVICE

## 11.01 Accredited Service

Accredited Service means the total of all periods of service as a regular or temporary employee of the Company, or as an employee of a predecessor company or organization, which includes credit for all paid time off and approved leaves of absence. For employees hired after April 1, 1991, Accredited Service means the total of all periods of service as a regular or temporary employee of FortisBC Energy Inc., FortisBC (Vancouver Island) Inc., FortisBC (Whistler) Inc., Centra Gas (BC), Centra Gas Whistler, Inland Natural Gas, B. C. Hydro Gas Division, or Columbia Natural Gas, or their subsidiaries or predecessors.

## 11.01.1

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

#### 11.02 Present Service

Present Service means the total of all periods of service as a regular or temporary employee of the Company, or as an employee of a predecessor company or organization, since an employee's most recent date of hire as a regular or temporary employee, which includes credit for all paid time off and approved leaves of absence.

## 11.02.1

Periods during which an employee is laid off are recognized in the calculation of Present Service.

#### 11.03

Accredited Service and Present Service are not related to the calculation of any type of seniority.

## 12. BENEFIT PLANS

#### 12.01

The Company shall provide a Flexible Benefits Plan, which provides employees with Core Benefits, Mandatory Benefits and Optional Benefits.

## 12.01.1

The Core Benefits are Paid Sick Leave (Article 16), Employee and Family Assistance Plan (Article 16.15), Business Travel Accident Insurance (Article 13.03) and Travel Care Emergency Medical (Article 14.03).

#### 12.01.2

The Mandatory Benefits are Long Term Disability Plan (Article 17) and Basic Life Insurance (Article 13.01).

#### 12.01.3

The Optional Benefits are Medical Services Plan (Article 14.01), Extended Health Care (Article 14.02), Dental Care (Article 15.01), Voluntary Life Insurance (Article 13.01), Optional Life Insurance (Article 13.02) and Choices Days (Article 35).

## 12.01.4

- a) The funding for the Flexible Benefits Plan shall be based on the "percentage of base payroll" represented by the cost of benefits for bargaining unit employees in the 2007 calendar year. The funding for Extended Health Benefits from Option 3 to Option 4 shall be funded separately by the Company.
- b) The percentage resulting from the above calculation shall be applied to the 2009 bargaining unit base payroll to yield a dollar amount which will fund the 2011 Flexible Benefits Plan.
- c) Thereafter, the same percentage (from the 2007 calculation) shall be applied annually to base payroll to yield a dollar amount, always two years "in arrears", i.e. the 2010 dollars shall fund 2012 benefits, 2011 dollars shall fund 2013 benefits, etc.

#### 12.02 Pension Plans

The employees of FortisBC Energy Inc., FortisBC Energy (Vancouver Island) Inc. and FortisBC Energy (Whistler) Inc. shall as a condition of employment become and remain members of the *FortisBC Pension Plan for IBEW and MoveUP Members*.

## 12.02.1

Employees of FortisBC Energy (Vancouver Island) Inc. hired before July 10, 2012 who are currently members of the FortisBC Energy (Vancouver Island) Inc. Employees' Retirement Plan, including the DB Core and DB Buy-Up plans, shall remain members of such plan and shall not be required to become and remain members of the FortisBC Pension Plan for IBEW and MoveUP Members as long as they continue to be employees of FortisBC Energy (Vancouver Island) Inc.

## 13. GROUP LIFE, BUSINESS TRAVEL AND AD&D INSURANCE

## 13.01

The Company shall provide Group Life Insurance as a Mandatory Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	100% of the cost for Basic and Voluntary Life provided via flex credits
Employee Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly
Waiting Period	None - Date of Hire
Basic Life Insurance	One (1) times Annual Salary
Opt Out	Compulsory
Voluntary Life	One (1) times Annual Salary
Opt Out	Yes – excess credits funded to employee
Employee Optional Life	Units of \$50,000, Maximum \$750,000
Spouse Optional Life	Units of \$50,000, Maximum \$750,000
Child Optional Life	\$10,000

## 13.02

The Company shall provide Accidental Death and Dismemberment Insurance (AD&D) as a Core Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	100% Company Paid
Waiting Period	None - Date of Hire
Opt Out	Optional
Employee AD&D	Units of \$50,000, Maximum \$500,000
Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly
Spousal AD&D	Units of \$50,000, Maximum \$500,000
Eligibility	Spouse under Age 70
Child AD&D	\$10,000
Eligibility	Children (to Age 19 or full-time student to Age 25)

## 13.03

The Company shall provide Business Travel Accident Insurance as a Core Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	100% Company Paid
Eligibility	All Employees
Waiting Period	None - Date of Hire
Coverage	Three times Annual Salary

## 14. MEDICAL PLANS

## 14.01 MSP

The Company shall provide access to the British Columbia Medical Services Plan as an Optional Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	Flex Credits or Payroll Deductions = 100% for Full-time Regular employees and 50% for Part-time Regular employees
Taxable	Depends on payment method, not taxable if paid by payroll deductions, taxable if paid by Flex Credits
Opt Out	Employees can opt out if covered under another plan. A portion of the Flex Credits are credited back to the employee for use elsewhere.
Employee Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly
Dependent Eligibility	Spouse and Children (to Age 19 or full-time student to Age 25)
Waiting Period	1st of the month following date of hire

## 14.02 Travel Care

The Company shall provide Travel Care as a Core Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	100% Company Paid
Employee Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly
Dependent Eligibility	Spouse plus dependent children. Children (to Age 19 or full-time student to Age 25) or any age if disabled.
Deductible	None
Coverage	100% of Eligible Emergency Expenses to a lifetime maximum of \$1,000,000.00

## 14.03 Extended Health Care

The Company shall provide an Extended Health Care Plan as a Core Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	Flex Credits or Payroll Deductions = 100% for Full-time Regular employees and 50% for Part-time Regular employees Option 4 (Base Coverage) = 100% Company Paid					
Opt Out	Employees can opt out. A portion of the Flex Credits are credited back to the employee for use elsewhere.					
Employee Eligibility	Full-time Regular employee and Part-time Regular employee working 18.75 hours per week and/or a total of 37.5 hours bi-weekly					
Dependent Eligibility	Spouse and Children (to Age 19 or full-time students to Age 25)					
	Option 1	Option 2	Option 3*	Base Option		
Deductible	N/A	\$100	\$0	\$0		
Maximum	N/A	\$500,000.00	\$1 Million	\$1 Million		
Co-insurance	N/A	60%	80%	100%		
Prescription Drugs Pay Direct Card Formulary Dispensing Fee Cap Life Style Drugs (oral contraceptive, anti-obesity, smoking cessation, fertility & erectile dysfunction drugs)	N/A N/A N/A N/A	Yes Yes \$9.50  Only oral contraceptives & anti-obesity drugs	Yes Yes \$9.50  Yes but certain limitations apply	Yes Yes \$9.50 Yes but certain limitations apply		
Paramedical Practioners  Acupuncturist  Podiatrist  Psychologist  Speech Pathologist  Chiropractor  Naturopath  Physiotherapist  Massage Therapist  Dietician  Private Duty Nursing  Standard Durable Medical Equipment  Lifetime Maximum (LTM)	N/A N/A N/A N/A N/A N/A N/A N/A N/A	N/A	\$250 \$250 \$250 \$250 \$250 \$250 \$250 \$250	\$400 \$400 \$400 \$400 \$400 \$400 \$400 \$400		

Medical Aids & Supplies • Hearing Aids	N/A	Dependent Children Only to a maximum of \$500/5 Years	\$500/5 Years	\$500/5 Years
• Orthopedic Shoes	N/A	N/A	Adult \$400/Yr. Child \$200/Yr.	Adult \$500/Yr. Child \$300/Yr.
• Orthotics	N/A	N/A	\$200/24 Mo.	\$400/24 Mo.
• Wigs & Hairpieces	N/A	\$600 LTM	\$600 LTM	\$600 LTM
Vision Care				
Glasses/Lens	N/A	No	\$150/24 Mo.	\$250/24 Mo.
• Eye Exams	N/A	No	\$100/24 Mo.	\$100/24 Mo.
Hospital				
Semi Private     Room	N/A	Yes	Yes	Yes
Ambulance	N/A	Yes	Yes	Yes

## 15. DENTAL PLAN

15.01

The Company shall provide a Dental Plan as an Optional Benefit under the Company's Flexible Benefits Program as summarized in the following table:

Funded	Flex Credits or Payroll Deductions = 100% for Full-time Regular employees and 50% for Part-time Regular employees						
Opt Out	Employees can opt out. A portion of the Flex Credits are credited back to the employee for use elsewhere.						
Employee Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly						
Dependent Eligibility	Spouse and Children (to Age 19 or full-time student to Age 25)						
Deductible	Option 1 N/A	Option 2 No	Base Option No	Option 4 No			
Plan A – Basic Preventative and Restorative Services - Endodontic & Periodontics Services	N/A	60%	90%	100%			
Plan B – Major Restorative – Crown, Dentures	N/A	50%	70%	80%			
Plan C – Orthodontics	N/A	N/A	50%	60%			
Maximums							
Plan A & B (Annual)	N/A	\$1,500	\$2,500	\$3,000			
Plan C (Lifetime)	N/A	N/A	\$3,000	\$3,500			

## 16. PAID SICK LEAVE, MEDICAL & DENTAL APPOINTMENTS AND EFAP

## 16.01 Paid Sick Leave

The Company shall provide Paid Sick Leave benefits as summarized in the following table.

Funded	100% Company Paid
Eligibility	Full-time Regular employees and Part-time Regular employees working 18.75 hours per week and/or a total of 37.5 hours bi-weekly
Waiting Period	3 months following Date of Hire
Coverage	100% or 70% of earnings up to 26 weeks while ill or injured  Percentage of coverage varies depending on years of service

## 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 PRESENT SERVICE WITH	NO. OF WEEKS P.	
THE COMPANY AT PREVIOUS JULY 1	ALLOWANCE PER PLAN YEAR	
	FULL	70%
3 months to 1 year less 1 day	3	23
1 year to 2 years less 1 day	5	21
2 year to 3 years less 1 day	7	19
3 year to 4 years less 1 day	10	16
4 year to 5 years less 1 day	13	13
5 year to 6 years less 1 day	15	11
6 year to 7 years less 1 day	17	9
7 year to 8 years less 1 day	19	7
8 year to 9 years less 1 day	21	5
9 year to 10 years less 1 day	24	2
10 years or more	26	0

### 16.02.1

If for any reason an employee's paid sick leave is suspended and subsequently reinstated, any time banks utilized by the employee during the period of suspension shall be replenished.

## 16.02.2

An employee on reduced hours or modified duties as opposed to a prescribed, graduated return to regular duties (i.e., work hardening) program shall not be denied vacation or other time off because they are on reduced hours or modified duties.

## 16.03

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

#### 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 twenty-six (26) week period.

#### 16.06

A plan year is defined as a twelve (12) month period beginning on July 1, and ending on June 30. 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** Medical & Dental Appointments

Whenever reasonably 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 Paid Sick Leave and/or their pay.

#### 16.07.2

Where it is not possible for an employee to schedule such appointments outside of working hours, the employee will have the second hour and any subsequent hours of such leave deducted from the employee's time banks or if the employee has no such banks, will be without pay.

## 16.08

If an employee has received twenty-six (26) weeks of paid sick leave benefits and returns to active duty, the employee will have their entitlement as at the previous July 1, reinstated after one (1) month of service in the case of a new disability, and after three (3) months of service in the case of the same or a related disability.

#### 16.08.1

If a disabled employee has exhausted their Paid Sick Leave benefits prior to the expiry of the elimination period for Long Term Disability, they 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 Company 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 Company 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 Paid Sick Leave at 70% of regular earnings or of Long Term Disability payments. Payout of the Company 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 Company 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 Company Sick Leave Bank as at the date on which they are authorized to return to work.

## 16.09.1.2

When the Company Sick Leave Bank is exhausted, or in the case of employees who do not have a Company 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. True Bank Prior Year
- 5. Current Bank AV (earned entitlement only)

## 16.10

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

- 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;
- Disabilities which occur while an employee is locked out, on strike, walk-out or other work stoppage;
- Disabilities which occur while the employee is on maternity leave;
- Disabilities covered by any Workers' Compensation Act;
- 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 Plan (LTD) benefits.

### 16.12.1

Subject to agreement of the Union, the Company may refer an employee to an occupational health specialist or medical 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 <u>Disability Management within</u> the Human Resources Department, and the usual confidentiality surrounding medical issues shall apply.

#### 16.12.2

The referral is at Company expense and compensation for time off shall be covered by Paid Sick Leave, LTD benefits, or WCB benefits as appropriate.

## 16.12.3

Any accommodation of employee disability is subject to discussion with the Union.

## 16.13

At the request of the Company, employees will provide a Medical Certificate, the form of which shall be agreed by the parties and subject to mutually agreed revisions, from a licensed physician substantiating any disability extending beyond five (5) consecutive working days, or to substantiate frequent absences (in excess of four (4) occurrences in any twelve (12) consecutive months). The cost of such medical certificate, if any, will be borne by the Company.

## 16.13.1

The Company may require employees to complete written applications for Paid Sick Leave the form of which shall be agreed by the parties and subject to mutually agreed revisions.

#### 16.14

It is understood that the Paid Sick Leave 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.

## 16.15 Substitution

Should an employee become ill or injured while on a paid leave (e.g., Annual Vacation or Choices, Legacy and True Bank Days), paid sick leave may be substituted for the other form of paid leave subject to the following rules:

- 1. Only paid leaves that are scheduled for more than five (5) days are eligible for substitution.
- 2. In the case of Annual Vacation (AV), only the first 15 days of AV in any vacation year are eligible for substitution.
- 3. Substitution will only apply if the employee has a very serious illness, such that they require admission to a medical ward. This does not include an overnight stay in Emergency.
- 4. The employee must provide the Company with a medical certificate from their physician or equivalent hospital documentation.

An employee on paid leave as the result of using their banked overtime will not be eligible for consideration of substituting paid sick leave.

## 16.16 Employee and Family Assistance Plan (EFAP)

The Company shall provide an Employee and Family Assistance Plan as summarized in the following table.

Funded	100% Company Paid	
Opt Out	No	
Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly	
Waiting Period	None – Date of Hire	
Coverage	Confidential, professional counselling for a broad range of family issues, including managing anxiety and depression, controlling substance abuse, resolving family conflict, and more	

The above information is descriptive only, and does not limit the Company's right to modify the Plan.

# 17. LONG TERM DISABILITY PLAN

The Company shall provide a Long Term Disability Plan as a Mandatory Benefit under the Company's Flexible Benefits Program as summarized in the following table.

Funded	100% Company Paid (Base Option)			
Opt Out	Must take one of the	Must take one of the four options		
Eligibility	Full-time Regular and Part-time Regular working 18.75 hours per week and/or a total of 37.5 hours bi-weekly			
Waiting Period	None - Date of Hire			
Indexing	Optional – 5% Max	mum		
Coverage	Base Option 70% (taxable)	Option 2 60% (non- taxable)	Option 3 70% (indexed & taxable)	Option 4 60% (indexed & non-taxable)
Maximum	\$15,000 monthly		-	

## 18. PROLONGED ILLNESS

#### 18.01

If, through sickness or accident, an employee is temporarily incapable of performing their regular duties (i.e., temporarily disabled), they may perform other, suitable duties until they are physically fit to resume their regular duties. In doing so the employee will not lose any income or seniority.

## 18.02

In the event an employee becomes handicapped (i.e., permanently disabled) to the extent they cannot be accommodated in their regular position without undue hardship to the Company, the Company will exert its best efforts towards placing the employee in other available positions as near to the pay level of their regular rate as possible, bearing in mind vacancies available, undue hardship to the Company and qualifications required.

## 18.03

In certain cases, the Company and the Union may be able to make changes in shift sign-ups, seniority provisions, etc. in order to accommodate such employees; and these will be discussed between the parties and acted upon if they are mutually agreed.

## 18.04

While it is the intent of the Company to assist wherever possible in the instances mentioned above, the Company is not, except to the point of undue hardship, obliged to "find work" when vacancies or modifications 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 their injury if unable to carry out their duties.

## 19.02

In cases where employees are receiving WorkSafeBC "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 (the "Compensation Supplement") 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 WorkSafeBC (Wage Loss Benefits), Canada Pension Plan (Disability Benefits) and the Company's Long Term Disability Plan benefits.

## 19.04

The Compensation Supplement will not be greater than that required to give the employee an aggregate income, not including income from individual or private sources or pension income, equal to the employee's normal weekly straight-time wage after the deduction of income tax.

#### 19.05

Employees receiving the Compensation Supplement will apply for Long Term Disability Plan benefits and/or Canada Pension Plan benefits if requested to do so by the Company.

## 20. LEAVE OF ABSENCE

#### 20.01

Employees 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.

#### 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 Assistant Business Manager 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 Present 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, the employee's Annual Vacation with pay shall be reduced by one eleventh (1/11) for each full month of absence in excess of one (1) month, provided that the reduction will not result in the employee receiving less than two (2) weeks' Annual Vacation time if the employee has more than twelve (12) consecutive months of employment, or three (3) weeks' Annual Vacation time if the employee has more than five (5) consecutive years of employment. For the purpose of this proration, "absence" shall not include time off work for Annual Vacation, Holidays, Legacy Days, Choices Days or Overtime Bank Days.

## 20.05.1.1

In the case of pregnancy/parental leave and any other leave that is based on a protected ground under the BC Human Rights Code, the first 26 weeks of such leave shall not result in the one eleventh (1/11) reduction if the employee returns to full time status through December 31<sup>st</sup> in the year in which they return.

## 20.06

Bereavement leave of absence with pay shall be granted to an employee upon application in the event of the death of a mother, father, step-parents, sister, brother (including step-sister or step-brother), mother-in-law, father-in-law (including step-parents-in-law), brother-in-law, sister-in-law, or grandparent(s). The first three (3) days of such leave shall be at Company expense.

In the event of the death of an employee's child (including common law or step children), grandchild, husband, wife, or spouse (including common law spouse), five (5) days of bereavement leave with pay shall be granted.

Additional bereavement leave may be granted at the discretion of the Company by application to the Human Resources Department and an employee shall be entitled to take up to ten (10) days of consecutive bank time if the employee requests it.

#### 20.06.1

If the situation in 20.06 occurs while an employee is on vacation leave or other leave through the use of their time banks, the employee will be granted an equal number of days to be taken at a later date.

## 20.07

Absences due to workplace injuries or diseases will not reduce subsequent Annual Vacation entitlement during the first twelve (12) consecutive months of absence. No Annual Vacation entitlement shall accrue for the remaining period of the absence.

# 20.07.1

Annual Vacation accumulation in excess of an annual entitlement will be cashed out.

## 20.07.2

When an employee absent due to a workplace injury or disease returns to work, they shall take the current year's Annual Vacation accrual in the current year, and the Annual Vacation entitlement that 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. HOLIDAYS

#### 21.01

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

## 21.02

All employees covered by this Agreement who are on the payroll at the time shall receive the foregoing twelve (12) Holidays with pay per year. No employee shall lose earnings as a result of statutory holidays.

#### 21.02.1

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

## 21.03 Holiday Compensation for Day Workers and Rotating Shift Workers

## 21.03.1 Employees not scheduled to work:

- 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 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.

## 21.03.2 Employees 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.

## 21.03.3

Employees providing Weekend Coverage (days, afternoons or nights) will also provide coverage on Holidays or days off in lieu immediately preceding or following the weekend. Where an employee provides Weekend Coverage on a Monday, the Monday will not be considered in determining the rotation for Weekend Coverage, days and shifts.

#### 21.03.4

Employees who are not scheduled to work a Holiday and are called to work shall be paid for their straight and premium time (i.e., paid double time) when two hours or less has been worked.

## 21.03.4.1

When more than two hours are worked <u>and</u> the conditions outlined in 21.03.1 and 21.03.2 shall apply in proportion to number of hours worked.

## 22. ANNUAL VACATION

### 22.01 Definitions

## 22.02

An employee shall earn their Annual Vacation (AV) entitlement for any calendar year only when they reach their anniversary, although they may take their AV 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 July 1.

## 22.02.1

AV 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 AV with pay during that year and subsequent years as provided in column (2):

## 22.03.1 Standard Model - Province-wide

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

# 22.03.2 Legacy Model - In the Coastal Region

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

## 22.03.3 Legacy Model - In the Interior and Island Regions

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

## 22.04 Vacation Scheduling

## 22.04.1

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

## 22,04,2

All employees with sufficient AV 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.

<sup>&</sup>quot;Year" shall mean calendar year.

<sup>&</sup>quot;Calendar Year" shall mean the twelve month period between January 1st and December 31st inclusive.

<sup>&</sup>quot;Service" shall mean Accredited Service as defined in Article 11.

<sup>&</sup>quot;Day(s)" shall mean working day(s).

## 22.04.2.2

All LNG employees shall receive Annual Vacation pursuant to Article 22.03. Such entitlement will be converted into hourly equivalent and put into a bank. Time off can then be taken in an amount equal to normally scheduled working hours for the days with remaining partial days paid out.

All LNG employees with sufficient Annual Vacation entitlement on the 12-hour shift schedule shall be entitled to 10 days on the regular summer write-up, which extends from May 1 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 AV at any one time.

#### 22.04.3

The Company will confirm each period of signed-up AV by the end of calendar year preceding the calendar year during which the AV will be taken.

#### 22.04.3.1

The Company shall post standby and training schedules for the calendar year during which AV is being scheduled before any employee is asked to schedule their AV and subject to their manager's approval shall be permitted to exchange standby assignments only after the schedule has been finalized by the Company.

## 22.04.3.2

On or before the end of October of each calendar year, a master sign-up sheet showing personnel names in order of selection priority rotation for each Section shall be posted in a conspicuous location in the respective Sections and employees shall participate in annual AV sign-ups.

### 22.04.3.3

If the Company requires an employee to change their signed-up vacation period and the employee can prove that they have suffered financial loss as a result, the Company shall compensate 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 (3) weeks of AV consecutively.

#### 22.05

An employee returning from an unscheduled absence of longer than twenty-six (26) weeks (e.g. LTD, WCB) is entitled to AV 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 of three (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 their annual vacation and is called back to work by the Company shall be paid at overtime rates for the remaining portion of their vacation during which they have had to work, and within a reasonable period of time they will also receive the remaining portion of their 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 their AV is due and their disability continues throughout the rest of the vacation year, their AV entitlement 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, they shall only receive that portion of AV entitlement earned in the current Year based on the total time worked during the current Year.

## 22.10 Supplementary Vacation (Interior, North Island and Whistler - Legacy Model Only)

- a) On the date an employee attains five (5) years' service with the Company, they 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, they 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, they 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, they shall be credited with ten (10) days' Supplementary Vacation which may be taken at any time.
- e) AV 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.

## 23. REST BREAKS

## 23.01

Employees will be allowed a paid, 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.

## 23.01.3

If rest breaks in 23.01 are not possible to be taken due to 23.01.1 then, the missed break may be observed anytime during the shift. This article is not intended to result in an employee leaving work before the end of their scheduled shift.

## 24. GLOVES, TOOLS AND CLOTHING

### 24.01

Clothes, gloves, work tools, etc. shall be provided free of charge to all employees covered by this Agreement, wherever required.

## 24.01.1

Employees shall turn in worn-out clothes, tools, gloves, equipment, etc., before receiving new issues of any article provided by the Company.

## 24.02

WorkSafeBC 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 the cost of the corrective safety spectacles 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 \$200 per calendar year.
- 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 \$250/year or \$500 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 vests.

#### 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.

## 24.06.3

Employees engaged in construction activities will be entitled to Company supplied Fire Retardant ("FR") coveralls (including, within their allotment, insulated FR coveralls in the Interior).

# 24.07

Personal 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 <u>legally qualified with a BC Driver's license</u> to do so shall, upon request, drive any vehicle assigned to them by the Company.

## 25.01.1

If this duty involves the necessity for such an employee to obtain 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 PRACTICES

### 26.01

Working procedures shall be in line with current rules and regulations of WorkSafeBC insofar as they may apply.

### 26.01.1

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

## 26.02

Where existing regulations are inadequate, safe working procedures shall be discussed by a Joint Health and Safety Committee (JH&SC) consisting of four (4) members chosen by the Union and four (4) members chosen by the Company.

#### 26,02,1

A JH&SC shall meet at least once per calendar month.

#### 26.02.2

If a JH&SC cannot reach a decision, the matter shall be referred to WorkSafeBC for a ruling.

#### 26.02.3

The decisions of a JH&SC shall become part of the Company's Safety Practices Manual.

#### 26,02,4

A shop steward or worker representative shall be present at and during safety investigations, safety audits and accident investigations under Section 173 the Workers Compensation Act.

#### 26.02.5

Within three (3) months of the date a new worker representative is appointed, the Company shall ensure the worker representative attends the BC Federation of Labour Occupational Health & Safety Education Project Basic Course in Occupational Health and Safety or equivalent.

## 26.02.6

When there is a worker representative vacancy, the Company will ask all the regular employees represented by the JH&SC whether they are interested in serving on the JH&SC as a worker representative by posting a notice of vacancy with a reasonable deadline for returning expressions of interest. If there is more than one volunteer, the Company shall either select the volunteer with the most Union Seniority or allow the regular employees represented by the JH&SC to select their worker representative by secret ballot vote. If there are no volunteers, the Company shall consult the Union and no employee shall be appointed without the Union's consent.

### 26.02.7

Probationary employees and regular employees serving probationary periods in new classifications shall not be worker representatives.

## 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 JH&SC 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 prearranged time.

# 26.05 Refusal of Unsafe Work

In accordance with Occupational Health and Safety Regulations 3.12 and 3.13, employees are obliged to refuse unsafe work, and accordingly shall follow the procedure for refusal.

## 27. TRAINING

# 27.01 Grade A Gas Fitting Training Course

Grade A training courses are available to employees through night school or college. This training course totals approximately 160 hours and requires an additional 80 hours with approximately 40 hours of theoretical and 40 hours of field training. This additional 80 hours of daytime training will be provided by 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.

#### 27.01.1

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.

## 27.02 Training of Fitter Welders

#### 27.02.1

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.

## 27.02.2

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

## 27.02.3

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 recruit's 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 they complete the program.

#### 27.02.4

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.

## 27.02.5

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

## 27.02.5.1 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 the Company's 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.

# 27.02.5.2 Rights of Withdrawal from Program:

- a) A Fitter Welder 3 may revert to their previous Job Classification at their own request at any time before the expiry of three calendar months from the day of commencement of their 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 the Company's Health Services Department, and shall then be eligible for any other Job Category for which the employee 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.

## 27.02.5.3 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 the employee may withdraw from training in accordance with Article 27.05.2 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 the employee has completed a minimum of two years' service as Fitter Welder 2 and 1 in total.

## 27.02.5.4 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 the Company's Fitter Welder requirements but it does not exclude hiring Fitter Welders from any other sources after Article 27.02.5.4 a) above has been observed.

## 27.02.5.5 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, they shall be treated as in Article 27.02.5.5 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 the Company:
  - (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 Assistant(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.

## 27.02.5.6 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.

## 27.03

The Company shall pay costs and provide a reasonable amount of paid, training time for all welder qualification tests.

## 27.03.1

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

## 27.04 Corrosion Control Technologist Trainee – Victoria Unit Only

The Company will provide training for IBEW 213 Company employees to qualify as Corrosion Control Technologists by use of the Company's existing qualified staff, enrolment in Corrosion apprenticeship program, by use of Vocational or similar institutes, or a suitable combination of these, to assist in meeting the Company's Corrosion Control Technologist requirements. This arrangement shall not preclude the hiring of Corrosion Control Technologist Trainees from any other source.

A Corrosion Control Technologist Trainee shall receive 80 percent of the hourly rate paid a Corrosion Control Technologist and increases at one year intervals of 5 percent up to the 100 percent rate upon successful completion of the 4-year training program.

At the time of the selection to the program, the Corrosion Control Technologist Trainee may receive up to 24 months credit if they have a Technologist's Diploma based on the apprenticeship Branch of Skills and Training of the recruit's prior experience and qualifications.

Evaluation and selection of the applicants will consider the certificates and/or licenses held by the applicant which are indicative of the skills required.

## 27.04.1 Rights to Withdrawal from Program

A Corrosion Control Technologist Trainee upon completion of their first year in the position/program may not voluntarily withdraw from the program.

# 27.04.2 Rights to Bid on Other Jobs during this Program

A Corrosion Control Technologist Trainee who has entered into a Corrosion training may not bid on other positions posted within the Company.

A Corrosion Control Technologist Trainee who respectively accepts another Corrosion position with the Company shall continue their wage progression until such time as their training is complete regardless of the corrosion position applied for.

## **27.04.3** Training Requirements

The Company shall ensure the Corrosion Control Technologist Trainee works under the direction of a Corrosion Control Technologist and receives the required training and skills to complete the program. The Union recognizes the need for the Trainee to travel to other areas of the Company's system to ensure adequate training and completion of the program.

## 27.04.4 Program Completion

If a Corrosion Control Technologist Trainee 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 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 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.

# 27.05 Compression & Controls Technicians (CCT) Trades Qualifications & Apprenticeship

Incumbent CCT's and new CCT's who do not have a second Certificate of Qualification in one or more relevant CCT trades (i.e., Instrumentation and Control Technician (industrial Instrument Mechanic), Industrial Mechanic (Millwright) or Industrial Electrician) may obtain such certificates through an apprenticeship program or challenge sponsored by the Company.

# 27.05.1 Apprenticeship

- a) The Company will schedule school terms to meet operational requirements.
- b) Travel, accommodation and meal expenses during the school term will be by agreement between the CCT 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, the Union and the Company will reach an agreement in this regard.
- c) CCTs 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..
- d) The Company will reimburse CCTs in such apprenticeships for prescribed books, application fees, and supplies.
- e) If the CCT is required to repeat a school term, all time and expenses associated with the repeated term are the responsibility of the employee.
- f) Employees hired after June 13, 2004 shall contribute 15 days of their own time per year to classroom time.

## 27.05.2 Challenges

- (a) CCTs able to challenge one or more years of apprenticeship or a Certificate of Qualification may apply for a paid Study Leave of up to four weeks per level (year) of required apprenticeship schooling, which the Company will schedule to meet operational requirements.
- (b) If the CCT's challenge is successful, the CCT will receive their regular, straight-time wages for the duration of each Study Leave and the Company will pay for prescribed books, application fees and supplies.
- (c) If the CCT's challenge is unsuccessful, the CCT will reimburse the Company for the paid Study Leave from their current and/or future time banks."

## 28. HEADQUARTERS PROCEDURES

## 28.01 Units and Districts

The Seniority Regions (see Clause 7.01.2) are comprised of Units and they are also comprised of Districts, as follows:

Coastal Region	Interior Region	Island Region
Metro Unit - Metro District	Interior Unit - Fort Nelson District	Victoria Unit -Capital Regional District
Fraser Valley Unit - Fraser Valley District	<ul> <li>Prince George District</li> <li>Kamloops District</li> <li>Vernon District</li> <li>Kelowna District</li> </ul>	North Island Unit - Nanaimo District - Courtenay District
	<ul><li>Penticton District</li><li>Trail District</li><li>Cranbrook District</li></ul>	Sea to Sky Unit - Whistler/Squamish District

Metro Unit and Fraser Valley Unit employees may be assigned outside of the boundaries of their respective Unit service area as required and subject to the terms of Article 28 and 29.

# 28.02 Headquarters

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 a Unit. Headquarters boundaries shall be subject to adjustment by the Company as growth patterns, workloads, population densities and other related operating conditions require. An outline of the boundaries will be provided to all employees concerned by separate work bulletins.

Within the Metro and Fraser Valley Districts, the current Headquarters are as follows:

Metro District	Fraser Valley District
- Burnaby & New Westminster	- Delta
- Port Moody, Port Coquitlam,	- Surrey
Coquitlam & Anmore	- Langley
- North Vancouver City & District,	- Maple Ridge
and West Vancouver	- Mission
- Richmond	- Abbotsford
	- Chilliwack

## 28.03 Assignment of Headquarters

#### 28.03.1

All regular employees will be assigned to one, permanent Headquarters, except as below.

- a) In the Coastal Region, new employees with less than twelve (12) months Present Service and temporary employees shall not be assigned a permanent Headquarters. They shall report to work in any District and Headquarters in the Region as required.
- b) In the Metro District, personnel employed on System Survey shall not be assigned a permanent Headquarters. They shall report for work to any Headquarters within the Metro District as required.
- c) In the Coastal Region, a Distribution <u>Assistant</u> may be assigned to work in any Headquarters within the Coastal Region as required. A Distribution <u>Assistant</u> with less than twelve (12) months of Present Service shall not be assigned a permanent Headquarters.
- d) On completion of one year of Present Service, a Distribution <u>Assistant</u> may elect a permanent headquarters. In addition they will elect temporary headquarters preferences within which they may also be assigned to work in any headquarter as required. The Company will designate the number of DA positions available within each of these Headquarters.
- e) In the Coastal Region, the Company may establish employee Relief Pools consisting of any variation of the following classifications: Distribution Mechanics, Equipment Operator/Distribution Mechanic, Equipment Operator, Distribution Assistant or classification derived from or substantially identical to these classifications. Relief Pool locations shall be established by the Company, and shall be subject to adjustment. Relief pool employees will be deployed and assigned as required, including to backfill for absent employees on a crews. Relief pool employees will be deployed by classification seniority for up groupings or replacements within a Classification.
- f) Employees in a), b), and c), above shall travel on their own time and provide their own transportation to any assigned Headquarters. Employees in d) and e) above when assigned their first (1<sup>st</sup>) temporary headquarter preference shall travel on their own time and provide their own transportation. They shall be given notice during the working hours of their previous working day of a change in Headquarters. When notice is not given the employee will travel on Company time and at Company expense.

## 28.03.2

A regular employee selected to a bulletined position is subject to a change of Region, District and Headquarters to meet the requirements of the position.

### 28.03.3

Within the Metro Unit, when additions or replacements are selected through the bulletining process and annually, employees holding Classifications Seniority with respect to a position shall have an opportunity to elect a change of headquarters through the annual election process.

Within the Fraser Valley Unit, in the Customer Service Section and C&M section (including DAs upon completion of one year of Present Service) employees will be notified when a change of headquarters vacancies occur. This will provide the opportunity for senior employees to elect a change of headquarters prior to the posting of the vacancy.

## 28.03.3.1

The Company will issue an election form annually in October to all regular employees to state Headquarters preferences for the coming calendar year. The Company shall not be responsible for moving or other costs incurred by employees relocating under this Article.

#### 28.03.4

In the Metro District, Pressure and Measurement Technicians and Apprentices and Customer Service Technicians 1 and 2 shall normally be assigned to Burnaby Operations or may be assigned to an elected Headquarters as determined by workload requirements. When a vacancy occurs employees in these classifications shall have an opportunity to elect a new Headquarters on the basis of Classification Seniority. The

last vacancy(ies) will be filled by section bulletin or by appointment(s) in reverse order of Classification Seniority should there be no response to the bulletin.

#### 28.03.5

In the Metro District, 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 District, assignment may be made to a Headquarters within the Metro District adjoining or closest to the employee's area of residence.

## **28.04** Mustering Points

#### 28.04.1

Mustering Points are 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. 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. The Company will provide one or more Mustering Points of a permanent nature to serve each Headquarters. For Customer Service Technicians, a Mustering Point may be their homes.

## 28.04.2

Employees who muster from their homes shall start the working day there but shall stop work at any location within their assigned Headquarters, or if they are working elsewhere they shall stop work at their Headquarters boundary.

## 28.05 Rallying Points (Interior & Island Regions)

- a) The Company shall have the right to establish rallying points within an employee's District, 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) kilometres from the employee's Mustering Point 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 employee's Mustering Point on the first day the new job site is designated a rallying point, and also the Company will be responsible for returning any employees to the employee's Mustering 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 the employee's Mustering Point shall be during normal working hours or at overtime rates.
- c) Provided the Company shall reimburse employees for any consequential tolls, fees or fares, travel to and from the rallying point, except as noted in Paragraph b) above, will be the responsibility of the employee.

#### 28.06

Employees shall travel to their working places from their designated Mustering Point on Company time and return on Company time except as noted in Paragraph a) above.

#### 28.07

Assignment to other Regions shall <u>first</u> be on a voluntary basis. 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.

## 28.07.1

If additional resources are required beyond the volunteer pool, the Company can assign qualified employees in reverse classification seniority to perform work in their job category, subject to the terms of this Agreement and the following:

- a) Assignments to other regions will be limited to 15 working days per calendar year. Volunteer assignments will count towards the 15 days.
- b) Non-voluntary assignments shall be assigned 30 calendar days in advance.
- c) Non-voluntary assignments will not be assigned to employees during their scheduled time off without employee consent.

## 28.07.2

Article 28.07 and 28.07.1 does not apply to LNG employees as there is an expectation that will be temporarily reassigned to LNG Facilities.

## **LNG Operations (Maintenance Excluded)**

Requests for temporary assignments to other LNG Facilities outside of an employees' permanent headquarters may be accepted on a voluntary basis.

Before any mandatory assignment, the following process must be fulfilled in the following order:

- 1. The Employer must canvass volunteers for the temporary assignments among all qualified employees within the Facility where the work is required.
- 2. The Employer must canvass volunteers for the temporary assignments among all qualified employees outside of the Facility where the work is required.
- 3. Requests for temporary assignments will be offered to qualified employees on an equitable basis.

If additional resources are required beyond the volunteers, the Employer may assign the temporary assignment in order of reverse current classification seniority to qualified employees for the following purposes only:

- 1. LNG Truckloading;
- 2. Turnaround;
- 3. Sendout;
- 4. <u>Liquefaction Startup & Shutdown</u>
- 5. Emergency situations where there is a risk of danger to the public or to employees; or
- 6. <u>Situations involving operation difficulties that could not have been anticipated and, if unaddressed, would prevent the Employer from fulfilling its contractual obligations or cause significant harm to equipment or the environment.</u>

Any mandatory assignment would be subject to the following terms:

- a. <u>Unless mutually agreed upon between employee and management, assignments to other LNG facilities shall not be more than one (1) set (7 calendar days) per transfer no more than once per calendar year.</u>
- b. Assignments shall be assigned as per Article 31.02
- c. Such assignments will not be assigned to employees during their scheduled time off such as vacation, bank time and other leaves, without employee consent.
- d. When employees are assigned to other LNG Facilities their start time will be that of the Facility to which they are assigned.

## **LNG Maintenance**

Voluntary assignments will be offered to qualified employees on an equitable basis. When LNG Maintenance employees are scheduled to stay overnight at a location away from their permanent Headquarters for a 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 shift.

Requests for temporary assignments to other LNG Facilities outside of an employees' permanent headquarters may be accepted on a voluntary basis.

If additional resources are required beyond the volunteers, the Employer may assign the Temporary assignment in order of reverse current classification seniority to qualified employees for the following purpose only:

- 1. Turnaround
- 2. Sendout
- 3. Liquefaction Startup & Shutdown
- 4. Emergency situations where there is a risk of danger to the public or to employees; or
- 5. <u>Situations involving operation difficulties that could not have been anticipated and, if unaddressed, would prevent the Employer from fulfilling its contractual obligations or cause significant harm to equipment or the environment.</u>

Any mandatory assignment would be subject to the following terms unless mutually agreed upon between employee and management, assignments to other LNG Facilities shall not be more than:

- a. One (1) set per transfer no more than three (3) times per year to a maximum of fifteen (15) days for employees working 5 days x 7.5 hours.
- b. One (1) set per transfer no more than three (3) times per year to a maximum of twelve (12) days for employees working 4 days x 10 hours.
- c. Assignments shall be assigned as per Article 31.02.
- d. Such assignments will not be assigned to employees during their scheduled time off such as vacation, bank time and other leaves, without employee consent.
- e. When employees are assigned to other LNG Facilities, the shift schedule of their permanent headquarters applies.
- f. When employees are assigned to other LNG Facilities their start time will be that of the Facility to which they are assigned.

## 29 CHANGE OF HEADQUARTERS

### 29.01

The Company may designate a change of Headquarters for any employee on a temporary basis providing notice is given during the working hours of their previous working day.

## 29.01.1

When an employee is required to work out-of-town, or away from their 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 their residence or permanent Headquarters at the end of the day.

## 29.01.2

When conditions require an employee to work away from their permanent Headquarters, the employee shall travel on Company time and transportation and travel expenses shall be provided by the Company, unless the travel time from the employee's home to the temporary location is no greater than the employees normal travel time to their Headquarters Muster Point, 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 and from the temporary location, and travel time shall be at premium rates.

#### 29.01.3

When employees are assigned to locations in respect of which it is unreasonable for them to return to their residences at the end of the day, they shall be entitled to:

- a) Travel back to their headquarters at reasonable Company expense no less frequently than once every (2) calendar weeks as operational requirements allow; and/or
- b) For designated or voluntary non-travel weeks, a minimum guarantee of 48 hours of pay at the employee's base rate for the week. If overtime is worked, the employee will receive overtime pay in accordance with Article 33.01.

# 29.02

Should an employee resign, or be discharged for cause, while in the field they will be paid for all time worked and allowed travelling expenses back to either their permanent Headquarters or <u>if the employee does not have permanent headquarters</u>, to their point of hire.

## 29.03

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 <u>upon completion and approval of expense reimbursement form</u>, at the CRA non-taxable per kilometre rate as designated by the Company. <u>Approval will not be unreasonably withheld</u>.

## 29.04

Employees will receive straight time equivalent for all travel outside of normal working hours on weekdays (i.e. Monday through Friday) 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. When mileage is paid it shall only be for the additional travel from an employee's permanent Headquarters to the temporary Headquarters.

## 29.04.1

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 residence to airport.

## 29.05

Employees working on as described in 29.01.1 may choose either:

- a) Company-paid room and board; or
- b) Company-paid room only, plus <u>\$80</u> all inclusive (\$<u>15</u> breakfast, \$<u>25</u> lunch and \$<u>40</u> dinner) per day for meals and incidental expenses, for hours that an employee is engaged in Company business. For example, an employee has breakfast at home before departing for Company engaged business would not be eligible for the breakfast portion of the per diem; or
- c) \$100 per day Living Out Allowance

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

# 29.06 Change to an Adjacent Headquarters within the Coastal Region and Island Region

If fluctuations in the workload occur within a Headquarters, employees may be transferred on a temporary basis to an adjacent Headquarters in the Region, without compensation for additional travel time or expenses providing the transfer is for a period in excess of five (5) consecutive working days and except when in relief of unscheduled absence of another employee. Transfers will be based on reverse Classification Seniority. Transfers without compensation for additional travel time or expenses, will not be allowed if contractors are working in the employee's permanent Headquarters.

# 30. RELIEF OF MANAGERS OR SUPERVISORS

# 30.01

An employee temporarily relieving a Manager or Supervisor shall receive a ten percent (10%) differential over their 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 their regular classification.

## 31. HOURS OF WORK

#### 31.01

### (a) Standard Model

All employees 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 Models

Employees hired prior to September 4, 2006 shall have the option to remain on a Legacy Model, unless otherwise agreed. Those on a Legacy Model will have an option, which shall not occur by an act of omission, once per year to transfer to the Standard Model.

- 1. 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.
- 2. Interior Region/North Island Unit/Sea to Sky Unit Seven and one-half (7.5) working hours shall constitute a normal working day with seven and one-half hours (7.5) hours pay.

## (c) Ten Hour Shifts

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. Such arrangements shall not result in the additional operational cost. In the event of a conflict, normal working hours shall prevail as per Article 31.

## 31.01.1

"Weekend Coverage" is a term used to denote Saturday and/or Sunday and Holiday work where personnel are employed on the job at their regular work locations to do work as assigned within the hours of coverage provided. Weekend Coverage may be replaced by an employee on standby at prevailing rates.

## 31.01.2

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 day or 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 or shift until the stated quitting time.

## 31.01.3 Meal Breaks

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

## **31.01.4 Show-up Time**

When employees are required to report for work at their regular starting time and there is no work available, they shall be paid two (2) hours' time for such show-up.

# 31.02 Posting of Schedules

All schedules dealing with hours and days of work, rotation cycles for standby or weekend coverage, late shift coverage, shift work, etc. in all departments will be posted seven (7) calendar days in advance of such schedule going into effect or overtime provisions will apply, but only to the shifts worked on the new schedule that fall within the seven (7) day notice period.

## 31.03 Day Workers Relieving Shift Workers

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

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

#### 31.04 Relief Work

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

## 31.04.1

When a change in shift is involved in order to assume a relief position, and the relief employee is required to work two (2) 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/compensation in 31.03 applies.

## 31.04.2

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

# 31.05 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, they shall be guaranteed a minimum of eighty (80) hours straight-time pay irrespective of actual number of hours worked for that period at a rate which is the weighted average of the hourly base rate for two or more days or shifts the employee has been required to work.

## 31.06 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 meal 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 Region, North Island Unit and Sea to Sky Unit. A one-half (1/2) hour unpaid meal break will normally be taken at or near the mid-point of the shift.

## 31.06.1

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

### 31.06.2

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

## 31.07 Exceptions to Normal Day Time Hours

### 31.07.1 Customer Service Section

## 31.07.1.1 Day Work

The normal working hours for all employees working in the Customer Service sections shall be:

- a) Standard Model: 0800 to 1630 Monday to Friday, except in the Coastal Region where the normal working hours shall be 0830 to 1700, Monday through Friday. A one-half (1/2) hour unpaid meal break will be taken at or near the mid-point of the day shift.
- b) Legacy Model: Coastal Region 0830 1700 Monday through Friday; Victoria Unit 0800 1630 Monday through Friday; and Interior Region, North Island Unit and Sea to Sky Unit 0800 1600 Monday through Friday. A one-half (1/2) hour unpaid meal break will be taken at or near the mid-point of the day shift.
- c) Flexible start/finish times may be introduced in Coastal Region and Victoria Unit Customer Service. 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, the above stipulated day shift work hours shall prevail.

#### 31.07.1.2 Shift Work Customer Service Technician

Employees working in the Customer Service sections may be scheduled to work the following shifts Monday through Friday:

## a) Standard Model:

Coastal Region and Victoria Unit: Afternoon Shift: 1600 – 2400; Additional Afternoon Shift: 1300 – 2100; Additional Afternoon Shift: 1400 – 2200 (by mutual agreement); Night Shift: 2400 – 0800

Interior Region, North Island Unit and Sea to Sky Unit: Additional Day Shift: 1000 – 1800; Additional Afternoon Shift: 1200 – 2000 (by mutual agreement).

## b) Legacy Model:

Coastal Region and Victoria Unit: Afternoon Shift: 1600 - 2400 Additional Afternoon Shift: 1300 - 2100 Additional Afternoon Shift: 1400 - 2200 (by mutual agreement) Night Shift 2400 - 0800

Interior Region, North Island Unit and Sea to Sky Unit: Additional Day Shift: 1030 – 1800: Additional Afternoon Shift: 1230 – 2000 (by mutual agreement).

- c) Afternoon and Night shifts (Coastal Region and Victoria Unit) 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 (3) times a year for Night Shift.
- d) Work Weeks and Days Off Work week may be Monday to Friday or Monday to Sunday. Days off may be Saturday and Sunday, Monday and Tuesday, or Thursday and Friday.
- e) Additional Afternoon shifts (Coastal Region and Victoria Unit) Subject to operational requirements, Customer Service Technicians in the Coastal Region and the Victoria Unit may be scheduled the above Additional Afternoon Shifts. 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 the regular Afternoon shift (1600- 2400) and will be scheduled consecutively with a weekend shift. At the annual sign-up a CST 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.
- f) Additional Day Shift and Additional Afternoon Shift (Interior, North Island and Sea to Sky Units) Customer Service Technicians may be scheduled as above upon seven (7) days' notice, or the usual overtime provisions will apply, but only to those shifts which fall within the seven (7) day notice period.

## 31.07.1.3 Weekend Coverage (Coastal Region & Victoria Unit)

- a) Coastal Region CSTs will be scheduled to provide weekend, day shift and afternoon shift coverage on Saturdays, Sundays and Holidays. They may also be scheduled to provide night shift coverage on Holidays. Weekend Coverage may be scheduled in the Victoria Unit at the Company's discretion.
- b) The rotation cycle for Weekend Coverage shall be no more frequent than one (1) week of Weekend Coverage in any four (4)-week period.
- c) The Weekend Coverage and Holiday rotation will allow up to fifteen (15) shifts in any calendar year to be worked and may be scheduled consecutively with afternoon shifts during the regular summer write-up which extends from May 1 to September 30 each year.

## 31.07.1.4 10 Hour Shifts

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 meal break, 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 Classification Seniority.

## 31.07.1.5 Additional Afternoon Shift (Interior Region & North Island Unit)

The selection of an Additional Afternoon Shift 1200- 2000 (Standard) or 1230 - 2000 (Legacy) 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, this Additional Afternoon Shift shall include a one-half hour paid meal break, and shall be paid a 10% shift premium for all straight-time hours worked. These shifts shall be offered on the basis of Classification Seniority.

## 31.07.2 Materials Truck Drivers and Machine Shop Personnel

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 (two employees) and one distribution crew may be scheduled to work any eight (8) consecutive hours between 0700 and 1800 and these shifts shall be a straight eight hours with the lunch period being taken on Company time.

## 31.07.3 Transmission Section

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

## 31.07.4 Stores Groups

When rotating shifts are required in the Stores groups, the shift arrangement shall be as follows: Day Shift: 0730 to 1600 hours or 0800 to 1630 hours with an unpaid one-half hour meal break; Afternoon Shift: 1600 to 2400 hours with a paid one-half hour meal break; Night Shift: 2400 to 0800 hours, with a paid one-half hour meal break.

## 31.07.5 All Other Sections:

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

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

#### 31.07.5.1 Rotation:

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

# 31.07.5.2 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 Sunday and Monday or Monday to Sunday Monday and Tuesday

## 31.07.6 Measurement Shop

Schedule: Afternoon shift may be scheduled Monday to Friday 1600 to 2400.

## 31.07.7 Peak Shaving/Standby Plants/Compressor Stations

## 31.07.7.1

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

## 31.07.7.2

Conditions for working these shifts will be Monday to Friday: Day Shift 08:30 - 16:30 with unpaid one-half hour meal break; Afternoon Shift 16:30 - 00:30 with 8 1/2 hours' pay and a paid one-half hour meal break; Night Shift 00:30 - 08:30 with 9 hours' pay and a paid one-half hour meal break.

#### 31.07.7.3

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

## 31.07.7.4

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 Holiday shall receive double time. Employees called out on Saturdays, Sundays, or Holidays will be paid only for hours actually worked but will be guaranteed a minimum of two (2) hours' pay at the prevailing rates.

# 31.07.8 Specific Interior and Island Region Employees

# 31.07.8.1

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

Pressure Measurement & Controls Technician

Pressure Measurement & Controls Group Leader

Operations Technician

Pressure and Measurement Technician/Apprentice

Compression & Controls Technician

Millwright

Employees when engaged in system survey

Employees when engaged in transmission line patrol

# 31.07.8.2

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).

# 31.07.8.3

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

# 31.07.8.4

If a Holiday occurs during the week, the four-day work-week can be scheduled only if the Holiday falls on the scheduled seven-and-one-half hour work day (the Thursday);

# 31.07.8.5

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.

# 31.07.8.6

There shall be no additional cost to the Company (including additional management time to administer Article 31.07.8.

# 31.09 Compressed Work Week - Measurement Department

All employees of the Measurement Department, Island Unit only, shall participate in the 4 x 10 compressed work week schedule.

### 31.10 Port Melon Compressor Station – Shift Rotation

The employee shall normally work a five (5) days on and two (2) days 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.

# 31.11 Construction & Maintenance Section – Weekend Coverage

In the Coastal Region and Victoria Unit only, Construction and Maintenance personnel may be scheduled to provide Weekend Coverage as follows:

### 31.11.1

Weekend Coverage on the day shift shall be provided from 0800 hours to 1600 hours for which eight hours will be paid.

# 31.11.2

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

# 31.11.3

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.

### 31.11.4

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

### 31.11.5

The crew providing Weekend Coverage will also provide coverage on the Holidays immediately preceding or following the weekend.

# 31.11.6

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

# 31.12 Facilities Section

Persons hired by the Company as employees in the Facilities Section and employees selected for a bulletined position in the Facilities Section posted after June 17, 2009 may be scheduled to work from 0600 to 1400 or 1000 to 1800 with a one-half hour paid lunch break taken at or near the mid-point of the shift, Monday to Friday, inclusive, and subject to Article 31.02.

### 31.13

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

# 31.14 Shift Premium for Afternoon and Night Shift Work

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

### 31.14.1

If a shift is extended by overtime, then the overtime payment of 200% will be based on the employee's base rate.

### 31.14.2

An employee who provides Weekend Coverage as part of a seven-consecutive-day shift rotation shall receive prevailing overtime rates for the sixth (6) and seventh (7) day.

# 31.15 LNG

Operators at Mt. Hayes will be on a 3x2x2 shift schedule (12 hour shifts - 3 on, 2 off, 2 on, 3 off, 2 on, 2 off repeat) and Operators at Tilbury will be on a seven (7) day/night rotating shift schedule (7 on, 7 off repeat). Changes to the shift schedule require ninety (90) days notification. Changes within the shift schedule are as per Article 31.02.

# 31.15.1

LNG E&I Technicians and Millwrights may be scheduled to work 5 days x 7.5 hours, 4 days x 10 hours or on a 3x2x2 12 hour shift rotation as determined by operational requirements. Any required shift changes will be as per Article 31.02.

# 31.15.2

Assignment to other shifts shall first be on a voluntary basis.

The LNG 12 hour shift schedule will be either "Day Shift" or "Night Shift".

Mt. Hayes – Day Shift 05:30 – 17:30, Night Shift 17:30 – 05:30

Tilbury – Day Shift 07:00 – 19:00, Night Shift 19:00 – 07:00

LNG Employees working a 12 hour shift schedule do not have scheduled lunch and nutrition breaks. They instead take one-half (1/2) hour lunch break and two, 15-minute nutrition breaks on Company time and in the Company's LNG Facilities when practical to do so.

# <u>31.15.3</u>

Any current LNG employee (defined as hired with the Company at the date of ratification of this Collective Agreement) who completes a full year of service on the 12-hour shift schedule shall receive 105 hours vacation with pay in the succeeding year in addition to whatever entitlement the employee is eligible to receive under Article 22.03. Such leave is to be referred as shift vacation and is paid in lieu of overtime hours incurred during the normal 12-hour shift schedule, not paid out as overtime.

Any current LNG employee (defined as hired with the company at the date of ratification of this Collective Agreement) with less than a full year's service on the 12 hour shift schedule shall receive in the succeeding year that proration of 105 hours shift vacation as determined by the number of days worked in 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.

All new LNG employees (defined as hired with the company following the date of ratification of this Agreement), who complete a full year of service on the 12-hour shift schedule shall receive one hundred and five (105) hours in the succeeding year. Forty-five (45) hours will be deposited into the employee's shift vacation bank and the remaining sixty (60) hours will be paid out.

All new LNG employees (defined as hired with the company following the date of ratification of this Agreement), with less than a full year's service on the 12-hour shift schedule shall receive in the succeeding year the proration of 105 hours shift vacation as determined by the number of days worked in the preceding year on a 12-hour shift divided by the total number days which would have been worked on a normal 12-hour shift schedule. Such proration will be split between a shift vacation bank up to a maximum forty-five (45) hours and the remainder paid out.

# 32. STANDBY

### 32.01 Definitions

### 32.01.1

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

### 32.01.2

Personnel on standby are required to be contactable by telephone or cellular telephone at any location within their coverage area.

# 32.02 Customer Service Technicians (Coastal Region and Victoria Unit)

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

# 32.03 Customer Service Technicians and Distribution Service Agents in the Interior, North Island and Sea to Sky Units

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.

# 32.03.1

In towns employing classifications other than those classifications listed in 32.03, other qualified employees may volunteer to join the standby pool to the extent that capacity will allow (e.g. if those classifications listed in 32.03 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.

### 32.03.2

Failing agreement on some alternate arrangement, all the 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.

### 32.03.3

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 or two calendar-week blocks. "Off-standby" includes weekends immediately following scheduled blocks.

### 32.03.4

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.

# 32.03.5

Within each of the following six geographic areas, all Customer Service Technicians are expected to share outof-town standby equitably within their own geographic area:

Chetwynd to Williams Lake
100 Mile House to Merritt
Salmon Arm to Revelstoke
Kelowna to Princeton (including Osoyoos <u>and Vernon</u>)
Grand Forks to Trail (including Nelson)
Creston to Sparwood

### 32.03.6

There is no requirement for the Company to dispatch a second employee 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 Holidays for the purpose of taking time off in one week blocks.

# 32.03.7

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.

# 32.04 Pressure & Measurement Technician/Pressure, Measurement & Controls Technician/Employees in the Interior Region and North Island and Sea to Sky Units

# 32.04.1

When scheduled by the Company, Pressure & Measurement Technicians in the Metro Distribution Department, Pressure, 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 Holidays, and shall be paid at prevailing standby rates for each weekend and Holiday as defined in 21.01, and which falls on other than a Saturday or a Sunday.

### 32.04.2

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

### 32.04.3

Weekend standby will commence at the end of the workday on Friday and will end at the beginning of the work day on Monday.

# 32.04.4

When a Holiday falls on either a Tuesday, Wednesday or Thursday, standby will commence at the end of the workday on the preceding day and will terminate at the beginning of the work day on the following day.

### 32.04.5

When a Holiday falls on a Friday, standby will commence at the end of the work day on Thursday and will terminate at the end of the workday on Friday.

### 32.04.6

When a Holiday falls on a Monday, standby will commence at the start of the work day on Monday and will terminate at the start of the work day on Tuesday.

# 32.04.7

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

# 32.05 Standby (Coastal Region and Victoria Unit) Construction and Maintenance Section

# 32.05.1

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

### 32.05.2

The Company shall provide <u>a cell phone</u>, in the areas where such equipment is available, to facilitate communications.

# 32.05.2.1

Personnel on standby shall use the Company provided cell phone in such a manner as to insure continuity of communication.

# 32.05.2.2

Crews on Weekend Coverage days, Saturday and Sunday, will provide standby at prevailing rates from their homes from 1600 hours to 0800 hours the following morning.

# 32.05.2.3

Where an afternoon weekday shift is not scheduled, a day crew will provide standby at prevailing rates from their homes from 1630 to 0800 hours the following morning.

# 32.06

LNG Millwrights and E&I Technicians may be scheduled to provide standby as per 32.07.1.

# 32.07 Remuneration for Standby

# 32.07.1

For all employees, standby remuneration is <u>fifteen (15)</u> hours pay per week, 1 hour per day Monday through Friday, and <u>five (5)</u> hours pay for Saturdays and Sundays. Holidays as described in Article 21 or days recognized in lieu of, shall be compensated at 1.25 hours pay per day plus an additional day off with pay during the following 30 days. This is in addition to Holiday pay as specified in Article 21. <u>Days in lieu for providing standby on Statutory Holidays must be both requested and approved within 30 days.</u> Unrequested days will be cashed out.

# **32.7.1.2** (Excluding Article **32.06**)

Where needed for operational requirements LNG Operators standby shall be compensated at 1.5 times the weekday standby rate in Article 32 from 20.00 to 08:00.

# 32.07.2

Weekend and Holiday standby will commence at the end of the work day preceding the weekend or Holiday and will end at the beginning of the work day following the weekend or Holiday.

# 32.07.2.1

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

### 32.08

Employees on standby will be called out to work for work in their coverage areas before any other employees are called out for such work.

# 32.09

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

# 33. OVERTIME

### 33.01 Overtime Rates

All time worked on any day in excess of or outside the hours and days of work specified by and scheduled in accordance with Article 31 shall be compensated at 200% of the employee's straight-time hourly rate ("Base Rate").

# 33.02 Overtime - Shift Workers

### 33.02.1

Time worked by shift employees in excess of normal hours in twenty-four shall be compensated for at overtime rates, but this provision shall not apply where a shift worker reverts to Day Work.

### 33.02.2

Where a shift worker fails to report to work and a relief worker cannot be obtained, the employee on the job will be required to work at the proper overtime rates until relieved.

### 33.03 Meal Breaks

### 33.03.1

During overtime the Company shall compensate employees for meal breaks at overtime rates as per LOU 83.

# 33.03.1.1

Meal breaks during overtime shall not exceed thirty (30) minutes.

# 33.03.1.2

When unscheduled overtime is worked the Company will pay reasonable costs for meals, which shall not exceed the dinner amount described in LOU 83 all inclusive.

# 33.03.1.3

Normally, the Company will make every reasonable effort to provide work crews on the job site with good quality and substantial quantities of food; however, if a restaurant exists within approximately 3.2 kilometres (two miles) or within ten minutes of driving time, the manager or supervisor may authorize a meal away from the job site.

# 33.03.1.4

Beverages shall be provided for employees, working unscheduled overtime, at the work site at two hour intervals.

### 33.03.1.5

Employees working scheduled overtime will supply their own meals.

# 33.03.2

Jobs extending <u>outside</u> normal working hours shall not involve a meal period during the first two hours of overtime. Following this, meals shall be provided at intervals of four hours of work. It is understood that when an employee is working overtime beyond normal working hours, and it is reasonable to expect the work to extend at least two hours beyond the end of the regular workday, the employee may take a beverage break at a reasonable point in time between the start of overtime and the overtime meal period.

# 33.03.3

Employees who have worked beyond a meal break period in order to complete the job may elect one-half hour pay at their overtime rates in lieu of a missed meal and meal break. This election may be made only for the last earned meal during overtime. Any additional missed meals may be approved by the manager or supervisor.

# 33.03.4

Employees must turn in a meal receipt for each meal to be refunded/reimbursed <u>up to the maximum amount as</u> described in LOU 83 for each meal.

### 33.04 Call Out Overtime

# 33.04.1

An employee called out on emergency work shall be paid a minimum of two (2) hours from time of call at the appropriate overtime rate.

### 33.04.2

When an employee commences work four (4) hours or less prior to the start of their regular day or shift, they shall receive their overtime rate from the time of the call out to the starting time of their regular day or shift (regardless of time worked), after which they shall be compensated at the regular rate for time worked on their regular day or shift.

# 33.05 Rest Time

### 33.05.1

Where an employee commences overtime work earlier than four (4) hours prior to their regular working day or shift, they shall not return to nor continue into his working day or shift unless otherwise requested until they have had eight (8) consecutive hours of time-off (Rest Time), which shall be calculated from the time the employees overtime work finished.

# 33.05.1.1

An employee shall be paid for their regular working day or shift at straight-time until the Rest Time expires at which time they must return to work to qualify for the remainder of their working day or shift at straight-time rates and one-half hour True Bank contribution.

### 33.05.2

Notwithstanding the above, if the Rest Time expires four (4) 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 or shift at straight-time rates and their one-half hour True Bank contribution.

### 33.05.3

Where an employee is requested to return to work before they have completed their Rest Time they shall continue to be compensated at the overtime rate for all time worked, plus straight-time for the difference between the portion of the rest period taken and eight hours.

# 33.05.3.1

Where an employee is requested to continue to work into their working day or shift without Rest Time they shall continue to be compensated at the overtime rate for all time worked, plus straight-time for their regular day or shift.

### 33.05.4

Where an employee returns to work on a regular day or works into a regular day without Rest Time, and without their manager's or supervisor's authorization to do so, the overtime provision of this article shall not apply.

# 33.06 Overtime Assignments

### 33.06.1

When employees are scheduled to stay overnight at a location away from their permanent 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.

# 33.06.2

When overtime work is required within an employee's permanent Headquarters, and when the overtime work is within the scope of the work normally performed, then qualified employees who have indicated they would be available for such overtime work will be given first opportunity for call-outs.

# 33.06.2.1

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

# <u>33.07</u>

Any LNG employee who is relieving a posted shift position shall receive one-quarter (1/4) hour overtime per shift for pre-shift "handover".

# 34. OVERTIME BANK

### 34.01

While all overtime is compensated at 200% pursuant to Article 33.01, the dollar amount of the overtime premium shall be deposited into an Overtime Bank.

# 34.01.1 Overtime Leave Bank for Employees Subject to Seasonal Layoff

Employees in classifications/locations subject to seasonal layoff as determined by the Company 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 (10) 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.

# 34.02

The balance of each employee's Overtime Bank shall be enhanced by any applicable general increases effective on the same date as the general increase.

### 34.02.1

It is the intent of this clause that the balance of each employee's bank shall be shown on the paystub. Furthermore, it is intended that the amount of time off for each employee in any calendar year shall be subject to a reasonable limit so that the competence and effectiveness of the employee, their work unit, and the operation is adequately maintained in keeping with the demands of a gas utility.

### 34.03

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

# 34.03.1

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

### 34.04

An employee may be granted time off from the Overtime Bank on the prior understanding that the employee can be recalled to work a normal schedule at regular straight time rates of pay and thus the leave may be so cancelled without penalty to the Company.

### 34.05

Employees may cash out any portion of their Overtime Bank by completing the prescribed form supplied by the Company, or take paid leave of absence subject to the balance available in the Overtime Bank and the conditions set out in this Article.

# 34.05.1

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

### 34.06

The amount and date of time off from the Overtime Bank shall be subject to agreement by the employee and their manager or supervisor. (See Article 34.01.1)

# 34.07

It is understood that time off in the Interior, North Island and Sea to Sky Units only will be taken during such working periods which will not require the Company to replace the absent employee.

# 35. TRUE BANK, CHOICES AND LEGACY DAYS

# 35.01 Standard Model (Province-wide)

# 35.01.1 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. Unless an employee is absent for part or all of their day or shift because of rest time, accident at work (19.01) or union leave, if the employee is not at work for the full eight (8) hour day, the one-half (1/2) hour is not earned as banked time and will not be deposited to the True Bank for that day. An employee absent for part of their day or shift for any other reason will be paid for their hours of work including for the one-half hour that would otherwise have been deposited in their 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 up-grouped 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.

# 35.01.2 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.

# 35.01.3

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

### 35.01.4

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

### 35.01.5

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

# 35.02 Legacy Model - Coastal Region & Victoria Unit

# 35.02.1 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. Unless an employee is absent for part or all of their day or shift because of rest time, accident at work (19.01) or union leave, if the employee is not at work for the full eight (8) hour day, the one-half (1/2) hour is not earned as banked time and will not be deposited to the True Bank for that day. An employee absent for part of their day or shift for any other reason will be paid for their hours of work including for the one-half hour that would otherwise have been deposited in their 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 up-grouped 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.

# 35.02.2 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.

# 35.02.3 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.

# 35.02.4

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

### 35.02.5

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

### 35.02.6

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

# 35.03 Legacy Model – Interior Region, North Island Unit and Sea to Sky Unit

# 35.03.1 Legacy Days

All employees on the Legacy Model – Interior Region, North Island Unit and Sea to Sky Unit 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.

# 35.03.2 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.

### 35.03.3

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

# 35.03.4

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 True Bank, Choices and Legacy Days.

### 35.03.5

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

### 35.03.6

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

# 35.04 Callback to Work from True Bank, Choices and/or Legacy Days

An employee who has begun scheduled True Bank, Choices or Legacy Days leave and is called back to work by the Company shall be paid at overtime rates for the remaining portion of their leave during which they have had to work, and within a reasonable period of time the employee will also receive the remaining portion of their scheduled leave without further pay.

# 35.05

Choices Days and Legacy Days entitlements 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, Holidays, True Bank Days, Legacy Days or Choices Days or Overtime Bank Days.

# 35.05.1

In the case of pregnancy/parental leave and any other leave that is based on a protected ground under the BC Human Rights Code, the first 26 weeks of such leave shall not result in the one eleventh (1/11) reduction if the employee returns to full time status through December 31<sup>st</sup> in the year in which they return.

# 35.06

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.

# **35.07**

<u>Legacy</u> (if applicable) and/or Choice Days will be converted into its hourly equivalent and put into a bank. Time off can then be taken in an amount equal to their normally scheduled working hours for the day.

True Bank Days are earned days. LNG Plant employees shall earn True Bank in accordance with scheduled shift hours.

Employees working 12 hour shifts shall have three-quarters (3/4) hour deposited into their true bank for each day so worked.

Employees working 10 hour shifts shall have five-eighths (5/8) hour deposited into their true bank for each day so worked.

# 36. DEFINITIONS, DUTIES AND JURISDICTIONS

# 36.01 Various roles of Construction and Maintenance (C&M) Crews

Fielding the appropriate resources for the various types of work undertaken by C&M crews is in the best interests of the Company, the employees and the Union.

# 36.01.1

The classifications that engage in C&M work are Welder 1 (Crew Leader/Arc) (Interior), Crew Leader (CL), Distribution Mechanic (DM), Equipment Operator/Distribution Mechanic (EODM), Distribution Mechanic/Excavator (DMX), Distribution Assistant (DA), Equipment Operator 1 (EO1), Equipment Operator 2 (EO2) and Dependent Backhoe Contractor/Operator (DBC).

### 36.01.2

In towns of four (4) or less Distribution field employees, Customer Service Technicians (CSTs) engage in C&M work (and Install Crew Leader responsibilities). Except that in the North Island Unit certain CST's whether or not in towns of four or less will continue to engage in C&M work (and Install Crew Leader responsibilities) on a grand-parented basis, or as otherwise agreed to between the parties.

# **36.01.3** Crew Composition (Coastal Region & Victoria Unit)

Crews appropriate to the task at hand will be made up by the appropriate Manager in consultation with the Crew Leader. The key principles for crew makeup are:

- a) the crew can perform the task(s) safely;
- b) the crew can perform their day's work efficiently; and
- c) the crew is made up of employee(s) in appropriate classifications:
  - i. a Crew Leader with any combinations of C&M classification(s) properly trained for the required work (DA's competencies are confirmed in their log books), or
  - ii. a single employee consisting of a DM or higher classification performing the duties assigned to such employees in Clause 36.02, below.

### 36.01.4

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.

# 36.01.5

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

# 36.01.6

Where minor alterations to a service are required, a Customer Service Technician assisted by a Distribution <u>Assistant</u> shall complete the job as required.

# 36.02 Crew Composition

# 36.02.1

One (1) Distribution Mechanic, or Crew Leader working alone will change stations pressure recorder charts, operate system distribution valves on mains, maintain system valves (lubricate, adjust, clear risers, etc.), locate and clear service curb cocks, carry out dew point surveys (using Elnor, Chandler or similar equipment), conduct leakage surveys including general survey procedure and available opening surveys, building inspections, premark and locate underground utilities (ahead of surveys, etc.), repair sampling test insert points (A.T.I.'s), make field gas analysis (using Davis ethane detector or similar equipment), patrol areas of known high hazard leakage when repairs have been deferred (check for migration of gas and carry out action required to keep safe) and/or perform work of lesser skill if required.

# 36.02.2

One (1) Distribution <u>Assistant</u> working alone will change station pressure recorder charts, maintain station equipment, building and grounds, rewrap or paint service risers or exposed pipe, including driving, hand excavation; check for leakage, etc., perform work of lesser skill if required and/or Patrol transmission or trunk lines. Under no circumstances will a Distribution Assistant be used in relief of a Crew Leader.

# 36.02.3

One (1) Pressure and Measurement Apprentice working alone will operate system distribution valves, adjust City Gate and regulator station operating pressures, relight station heaters, repair minor leaks on station equipment and/or perform work of lesser skill if required.

# 36.03

It is understood that the content of the job descriptions, roles of C&M crews and crew compositions do not limit the actions of any gas employee or crew to attend emergencies and take remedial action within their capabilities to make safe.

# 36.04

The job descriptions are contained in Schedule B and form part of this Article.

# 37. WAGE SCHEDULE

### 37.01

The straight-time rate or "Base Rate" for all employees shall be hourly as set out in Schedule A of this collective agreement, unless otherwise mutually agreed.

# 37.02

An employee shall be paid the rate for the job which they are doing on an hourly basis, except that where an employee puts in four or more hours in a day or shift on a higher-paid job, they shall be paid for the whole day or shift (or for all time worked if less than eight (8) hours is worked in a day) at the rate for the higher-paid category, excluding bonus payments.

# 37.03 Bonus Allowances

# 37.03.1 Odorant Bonus

All employees who are openly exposed to odorant or apply pesticides and sterilants shall receive a bonus of two dollars (\$2.00) per hour. The minimum bonus allowance shall be two (2) hours and the Company shall also provide plastic aprons, gloves and rubber boots for odorant tank filling.

# 37.03.2

When the Clean-up Truck Driver supervises two (2) or more employees, their rate will be increased by 5%. When required to drive a tandem-axle truck equipped with air brakes, they shall receive the Equipment Operator 1 rate of pay. While acting as an Equipment Operator and supervising two or more employees, their rate will be increased 5% above the Equipment Operator 1 rate.

# 37.03.3 Gang Foreman Bonus

If a crew is composed of seven (7) or more employees including any contractors, but excluding the employee in charge of the crew, the employee in charge of the crew, shall be paid at 110% of their Base Rate. The minimum bonus allowance shall be two (2) hours.

# 37.03.4 Leak Survey Bonus

When a Distribution Mechanic/Leak Survey Technician is directing the work of two or more employees on leakage survey they shall be paid the rate of Crew Leader.

# 37.03.5 Lead Hand (Shops, Stores, Facilities) Bonus

When a Fitter Welder 1, Shop Mechanic 1 (Machine Shop), Shop Mechanic 1 (Buildings and Utilities), or Design Machinist is required by the Company to act as a Lead Hand, they shall be paid 103% of their Base Rate on a while-so-acting basis and no Lead Hand seniority shall accrue.

# 37.03.8 First Aid Bonuses

Designated First Aid attendants shall receive a \$180 monthly bonus for holding a Level 2 First Aid Certificate. Designated First Aid attendants shall be granted a paid leave of absence for training and reimbursement of course costs and examination fees for an initial certification and subsequent renewals. Subject to Company approval, other employees may be granted reimbursement of full course costs and examination fees for an initial certification and subsequent renewals.

# 37.03.9 Drill Out Bonus

Shop Mechanics when required to perform drill-outs and stop-offs in the field shall be paid at 103% of their rate.

# **37.03.11 Quality Assurance Bonus**

A Measurement Mechanic 1 who has obtained their QA shall be paid at 103% of their Base Rate when performing final QA (i.e., sealing and certifying meters).

# 38. PAYROLL

# 38.01

Employees shall be paid every two weeks. Payment shall be made by cheque every other Friday for all wages due up to and including the Thursday of the week previous to pay day. The Company may change the latter day to Wednesday at such a time as it is to become general practice. If a regular pay day falls on a Holiday, all employees shall be paid on the preceding working day.

# 38.02

All employees are encouraged to choose direct payroll deposit. All new hires will be on direct payroll deposit as a condition of employment.

# SCHEDULE A WAGES

# SCHEDULE A – WAGE SCHEDULE

SCHEDULE A CLASSIFICATION	1.75% 2019 01-Apr	2.00% 2020 01-Apr	2.00% 2021 01-Apr	2.00% 2022 01-Apr	2.00% 2023 01-Apr
<u>Crew Leader – LNG Operations</u>	52.85	53.91	54.99	56.09	57.21
Crew Leader - LNG Maintenance	51.59	52.62	53.67	54.74	55.84
LNG Panel Operator	49.86	50.86	51.88	52.92	53.98
Pressure, Measurement and Controls Group Leader	49.85	50.85	51.87	52.91	53.97
Pressure, Measurement and Controls Group Leader - VI	49.85	50.85	51.87	52.91	53.97
Compression & Controls Technician Group Leader	49.85	50.85	51.87	52.91	53.97
LNG Millwright	48.67	49.64	50.63	51.64	52.67
Measurement Group Leader	48.67	49.64	50.63	51.64	52.67
Senior LNG Plant Operator	48.67	49.64	50.63	51.64	52.67
Compression & Controls Technician 1	48.05	49.01	49.99	50.99	52.01
LNG Operator 1	47.16	48.10	49.06	50.04	51.04
Measurement Shop Leader	46.24	47.16	48.10	49.06	50.04
Mechanical Foreman/Shop Leader	46.24	47.16	48.10	49.06	50.04
Warehouse & Delivery Leader	46.24	47.16	48.10	49.06	50.04
Planning and Design Technologist - Step 5	45.62	46.53	47.46	48.41	49.38
Building Operations & Maintenance Leader	45.32	46.23	47.15	48.09	49.05
Distribution Service Agent	45.32	46.23	47.15	48.09	49.05
Facilities Technician	45.32	46.23	47.15	48.09	49.05
Instructor	45.32	46.23	47.15	48.09	49.05
Pipeline Service Agent	45.32	46.23	47.15	48.09	49.05
Pressure, Measurement and Controls Technician	45.32	46.23	47.15	48.09	49.05
Commercial Customer Service Technician	45.32	46.23	47.15	48.09	49.05
Trades Trainer	45.32	46.23	47.15	48.09	49.05
Planning and Design Technologist - Step 4	44.14	45.02	45.92	46.84	47.78

Corrosion Control Technologist	43.87	44.75	45.65	46.56	47.49
Design Machinist	43.87	44.75	45.65	46.56	47.49
Electrician	43.87	44.75	45.65	46.56	47.49
Fitter Welder 1	43.87	44.75	45.65	46.56	47.49
Measurement Technician	43.87	44.75	45.65	46.56	47.49
Millwright	43.87	44.75	45.65	46.56	47.49
Pipeline Technician/Welder	43.87	44.75	45.65	46.56	47.49
Pressure, Measurement and Controls Apprentice 1	43.87	44.75	45.65	46.56	47.49
Pressure & Measurement Technician	43.87	44.75	45.65	46.56	47.49
Senior Pipeline Technician	43.87	44.75	45.65	46.56	47.49
				46.56	
Welder 1 (Crew Leader (Arc))	43.87	44.75	45.65	40.30	47.49
Compression & Controls Technician 2	43.23	44.09	44.97	45.87	46.79
LNG Operator 2	43.23	44.09	44.97	45.87	46.79
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Asset Management Analyst 1	42.58	43.43	44.30	45.19	46.09
Planning and Design Technologist - Step 3	42.58	43.43	44.30	45.19	46.09
Planning and Design Technician – Step 5	42.36	43.21	44.07	44.95	45.85
Energy Services Advisor 1	41.91	42.75	43.61	44.48	45.37
Fitter Welder 2	41.91	42.75	43.61	44.48	45.37
Machinist	41.91	42.75	43.61	44.48	45.37
Mains & Service Planner	41.91	42.75	43.61	44.48	45.37
Senior Sales and Service Technician	41.91	42.75	43.61	44.48	45.37
Senior Shop Mechanic	41.91	42.75	43.61	44.48	45.37
Customer Service Technician 1	41.14	41.96	42.80	43.66	44.53
LNG Operator 3	41.14	41.96	42.80	43.66	44.53
Pressure, Measurement and Controls Apprentice 2	41.14	41.96	42.80	43.66	44.53
Pressure & Measurement Apprentice	41.14	41.96	42.80	43.66	44.53
Planning and Design Technician – Step 4	41.14	41.96	42.80	43.66	44.53
Training and Design Technician Step 4	71.17	41.70	42.00	43.00	77.55
Planning and Design Technologist - Step 2	41.07	41.89	42.73	43.58	44.45
Compression & Controls Technician 3	40.84	41.66	42.49	43.34	44.21
Compression & Controls Technician 5	40.64	41.00	42.49	43.34	44.21
Operations Technician 1	40.80	41.62	42.45	43.30	44.17
Pipeline Technician 1	40.80	41.62	42.45	43.30	44.17
Crew Leader	40.34	41.15	41.97	42.81	43.67
Equipment Operator "P"	40.34	41.15	41.97	42.81	43.67
Inspector	40.34	41.15	41.97	42.81	43.67
Measurement Mechanic 1	40.34	41.15	41.97	42.81	43.67
Senior Logistics Handler	40.34	41.15	41.97	42.81	43.67
Shop Mechanic 1	40.34	41.15	41.97	42.81	43.67
Stores Leader	40.34	41.15	41.97	42.81	43.67
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Yard Foreman	40.34	41.15	41.97	42.81	43.67
Planning and Design Technician – Step 3	39.91	40.71	41.52	42.35	43.20
Planning and Design Technologist - Step 1	39.56	40.35	41.16	41.98	42.82
Painter	39.39	40.18	40.98	41.80	42.64
Paving Foreman	39.39	40.18	40.98	41.80	42.64
Senior Material Handler	39.39	40.18	40.98	41.80	42.64
Pipeline Technician/Equipment Operator	38.95	39.73	40.52	41.33	42.16
Energy Services Advisor 2	38.52	39.29	40.08	40.88	41.70
Equipment Operator/Distribution Mechanic (EODM)	38.50	39.27	40.06	40.86	41.68
Compression & Controls Technician 4	38.42	39.19	39.97	40.77	41.59
Planning and Design Technologist - Start Rate	38.07	38.83	39.61	40.40	41.21
Customer Service Technician 2	37.75	38.51	39.28	40.07	40.87
Distribution Mechanic/Excavator (DMX)	37.75	38.51	39.28	40.07	40.87
Leak Survey Technician 1	37.75	38.51	39.28	40.07	40.87
Pressure, Measurement and Controls Apprentice 3	37.75	38.51	39.28	40.07	40.87
Planning and Design Technician – Step 2	37.61	38.36	39.13	39.91	40.71
Pipeline Technician 2	37.44	38.19	38.95	39.73	40.52
Operations Technician 2	37.44	38.19	38.95	39.73	40.52
Distribution Mechanic	37.00	37.74	38.49	39.26	40.05
Equipment Operator 1	37.00	37.74	38.49	39.26	40.05
Fitter Welder 3	37.00	37.74	38.49	39.26	40.05
Leak Survey Technician 2	37.00	37.74	38.49	39.26	40.05
Materials Shipper/Receiver	37.00	37.74	38.49	39.26	40.05
Materials Truck & Trailer Operator	37.00	37.74	38.49	39.26	40.05
Measurement Mechanic 2 (18 month)	37.00	37.74	38.49	39.26	40.05
Recycling Mechanic	37.00	37.74	38.49	39.26	40.05
Shop Mechanic 2	37.00	37.74	38.49	39.26	40.05
Planning and Design Technician – Step 1	36.21	36.93	37.67	38.42	39.19
Dispatch Coordinator	35.99	36.71	37.44	38.19	38.95
Material Handler	35.80	36.52	37.25	38.00	38.76
Materials Truck Driver	35.80	36.52	37.25	38.00	38.76
Truck Driver	35.80	36.52	37.25	38.00	38.76

Building Maintenance Worker	34.89	35.59	36.30	37.03	37.77
Clean-Up Truck Driver	34.89	35.59	36.30	37.03	37.77
Equipment Operator 2	34.89	35.59	36.30	37.03	37.77
Measurement Mechanic 2 (start)	34.89	35.59	36.30	37.03	37.77
Pipeline Labourer	34.89	35.59	36.30	37.03	37.77
Shop Assistant	34.89	35.59	36.30	37.03	37.77
Shop Mechanic 3 (B&U)	34.89	35.59	36.30	37.03	37.77
Utility Assistant	33.55	34.22	34.90	35.60	36.31
Labourer	32.22	32.86	33.52	34.19	34.87
Field Operations Assistant	31.76	32.40	33.05	33.71	34.38
Field Operations Assistant Operations Support Representative	31.76 31.76	32.40 32.40	33.05 33.05	33.71 33.71	34.38 34.38
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Operations Support Representative	31.76	32.40	33.05	33.71	34.38
Operations Support Representative	31.76	32.40	33.05	33.71	34.38
Operations Support Representative Sales Support Assistant	31.76 31.76	32.40 32.40	33.05 33.05	33.71 33.71	34.38 34.38
Operations Support Representative Sales Support Assistant	31.76 31.76	32.40 32.40	33.05 33.05	33.71 33.71	34.38 34.38
Operations Support Representative Sales Support Assistant Student Rate	31.76 31.76	32.40 32.40	33.05 33.05	33.71 33.71	34.38 34.38
Operations Support Representative Sales Support Assistant Student Rate Distribution <u>Assistant</u>	31.76 31.76 27.75	32.40 32.40 28.31	33.05 33.05 28.88	33.71 33.71 29.46	34.38 34.38 30.05
Operations Support Representative Sales Support Assistant Student Rate Distribution Assistant Start Rate (75% of DM rate)	31.76 31.76 27.75	32.40 32.40 28.31 28.28	33.05 33.05 28.88 28.85	33.71 33.71 29.46 29.43	34.38 34.38 30.05

# SCHEDULE B JOB DESCRIPTIONS

# SCHEDULE B – JOB DESCRIPTIONS

**Building Maintenance Worker** 

Clean-Up Truck Driver

Commercial Customer Service Technician

Compression & Controls Technician

Corrosion Control Technologist

Crew Leader

Crew Leader – LNG Maintenance

<u>Crew Leader – LNG Operations</u>

Customer Service Technician 1

Customer Service Technician 2

Design Machinist

Dispatch Coordinator

Distribution Assistant

Distribution Mechanic

Distribution Mechanic/Excavator

Distribution Service Agent

Electrician

Energy Services Advisor 1

Energy Services Advisor 2

Equipment Operator I

Equipment Operator II

Equipment Operator/Distribution Mechanic

Facilities Technician

Field Operations Assistant

Fitter Welder 1

Fitter Welder 2

Fitter Welder 3

Inspector

Labourer

Leak Survey Technician

LNG Millwright

LNG Operator 1

LNG Operator 2

LNG Operator 3

**LNG Panel Operator** 

Mains & Service Planner

Material Handler

Materials Shipper/Receiver

Materials Truck Driver

Materials Truck & Trailer Operator

Measurement Mechanic

Measurement Shop Leader

Measurement Technician

Mechanical Foreman (Machine Shop)

Mechanical Foreman (Prefabrication Shop)

Mechanical Foreman (Welding Shop)

Millwright

Operations Service Representative

Operations Technician 1

Operations Technician 2

Painter

Paving Foreman

Peer Trainer

Pipeline Labourer

Pipeline Service Agent

Pipeline Technician Equipment Operator

Pipeline Technician 1

Pipeline Technician 2

Pipeline Technician Welder

Planning & Design Technician

Planning & Design Technologist

Pressure and Measurement Apprentice

Pressure and Measurement Technician

Pressure Measurement & Controls Apprentice 3

Pressure Measurement & Controls Apprentice 2

Pressure Measurement & Controls Apprentice 1

Pressure Measurement & Controls Group Leader

Pressure Measurement & Controls Group Leader VI)

Pressure Measurement & Controls Technician

Sales Support Assistant

Sales & Service Technician 3

Senior Logistics Handler

Senior Material Handler

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)

Trades Instructor

Truck Driver

Warehouse and Delivery Leader (Replaces Materials Leader)

Welder 1 (Crew Leader (Arc))

Yard Foreman (Metro)

# **BUILDING MAINTENANCE WORKER**

# **Duties and Responsibilities:**

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.

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.

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.

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

Shall assist in the dismantling and assembly of equipment.

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

Shall operate all mechanized equipment used in Building Maintenance, such as cranes, compactors, balers, salters, electric/gas shop trucks, forklifts and similar equipment.

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.

# COMMERCIAL CUSTOMER SERVICE TECHNICIAN (CCST)

A CCST shall perform the full scope of work and responsibilities of a Customer Service Technician1 (per CST1 Job Description) and in addition:

- 1. Will perform emergency response, diagnostics, and maintenance on all types of utility and customer appliances and equipment, including but not limited to line-heaters, power burners, DFMUA units and other process burners when and where required to the full extent of their qualifications.
- 2. Will install, operate, repair and maintain meter sets, manifolds and regulator assemblies and other utility equipment up to and including commercial and industrial customers.
- 3. An employee so classified shall be capable of testing, adjusting, servicing, converting and rendering advice on all types of equipment for all classes of customers in the area to which the employee is assigned, including commercial and industrial, and be capable of adjusting processing equipment and trouble-shooting flame scanning equipment.
- 4. Analyze billing issues related to power burners, DFMUA etc. and recommend solutions to customers and the utility,
- 5. Will communicate marketing programs to all residential, commercial, industrial customers as and when required

# **Qualifications:**

- 1. Must possess a valid B.C. Driver's License.
- 2. Must have a current Provincial Grade "A" Gas Fitter's License or Natural Gas and Petroleum Technology Diploma.
- 3. Must be able to interpret mechanical system engineered drawings as they relate to HVAC; equipment specifications and code regulations; as well as prepare internal reports as required.
- 4. Extensive knowledge and understanding of natural gas energy systems in the existing and new construction market sectors.
- 5. Must possess the ability to communicate written or oral presentations with a high degree of skill.

# **Other Considerations:**

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

# COMMERCIAL SALES AND SERVICE TECHNICIAN

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

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

# **Qualifications (Must Have):**

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

# **Other Considerations**

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

# **COMPRESSION & CONTROLS TECHNICIAN (CCTs)**

# **Duties & Responsibilities:**

- 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, the employee may be temporarily scheduled for work for which the employee is qualified in other departments.

# **Qualifications:**

# COMPRESSION & CONTROLS TECHNICIAN 3 (CCT 3) LEVEL

- 1. \*Disciplines and Accreditations:
- (a) An Instrumentation and Control Technician (Industrial Instrument Mechanic) Certificate of Qualification or an Electrical and Computer Engineering Technology (Automation and Instrumentation Option) Diploma of Technology, or
- (b) An Industrial Electrician Certificate of Qualification or an Electrical and Computer Engineering Technology (Electrical Power and Industrial Control Option) Diploma of Technology, or
- (c) An Industrial Mechanic (Millwright) Certificate of Qualification.
- 2. Familiarity with recent technological advancements in the areas of instrumentation, electronics and computer application as it relates to these fields.
- 3. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis, i.e., codes, standards, procedures, etc.
- 4. Initiative, sense of responsibility, ability to make timely and appropriate decisions and a cooperative, tactful approach with other employees.
- 5. Demonstrated organizational skills, ability to communicate effectively in verbal, written and electronic form.
- 6. Must be able to work in a team environment.
- 7. Must be able to work without direct supervision.

\*Note: At the Company's discretion, relevant equivalent, or superior relevant credentials may be accepted. Company retains the right to determine which of any one of the three (3) trades disciplines required for any new postings.

# COMPRESSION & CONTROLS TECHNICIAN 2 (CCT 2) LEVEL

The qualifications of a CCT 3 with one (1) year of compression and gas experience and demonstrated competency or a stipulated accreditation in any two of the three CCT 3 disciplines with no compression experience.

# COMPRESSION & CONTROLS TECHNICIAN 1 (CCT 1) LEVEL

A stipulated accreditation in any two of the three CCT 3 disciplines with two (2) years of compression and gas experience and demonstrated competency, or a stipulated accreditation in any one of the three CCT 3 disciplines with four (4) years of compression and gas experience and demonstrated competency.

# **Compression & Controls Technician Group Leader (CCTGL)**

The qualifications of a CCT 1 with demonstrated leadership abilities.

# **Progression:**

- 1. A CCT will progress from one CCT Level to the next CCT Level (up to and including the CCT 1 Level) upon acquiring the qualifications for the Level.
- 2. A CCT shall not be denied progression due to lack of internal training or exposure to equipment, which is not attributable to the CCT.
- 3. Progression to the CCTGL level is only by selection in accordance with Article 8.
- 4. If a CCT applies for a bulletined position at their own CCT Level or at any lower CCT Level, they are deemed to be fully qualified for the position and if selected will assume the position at their current Level."

# 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**

Is responsible for the operation and maintenance of the Company's distribution corrosion prevention program by: travelling to each District, as directed, and performing field surveys;

analyzing the results of the surveys and undertaking remedial actions, as required;

identifying and repairing faults on the cathodic protection system, including the repair or adjustment of rectifiers;

providing technical direction and training to other employees with regard to measurement and regulation activities;

installing or assisting in the installation of rectifiers, anodes, test stations, and other cathodic protection facilities;

preparing comprehensive and legible reports on the results of all surveys, including recommendations for the consideration of the Manager.

Performs other duties, as assigned by the Manager, including, but not limited to:

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.

# Crew Leader - LNG Maintenance

The Crew Leader – Maintenance will be responsible to carry out all maintenance activities within the framework of the Company objectives, policies and programs.

Shall assist with the work orders, retain the appropriate materials and assist with scheduling the work of all maintenance employees.

Liaison with operations as required to ensure safe, reliable and cost effective operation.

Required to respond to emergencies and plant process upsets.

Shall support the development of predictive analysis and preventative maintenance planning for all mechanical, electrical, instrumentation equipment and controls.

Supports and assists with maintaining the plant master data for all assets including changes, installations and removal of assets. Review data and records to ensure accuracy and integrity of plant maintenance information in SAP master data.

Perform quality assurance on asset records and reports for accuracy; identify discrepancies and make corrections to SAP master data and initiate field checks as required.

Review databases, purchase orders, drawings and other records to identify and resolve sources of errors.

Assists with the scope development and planning of annual turnarounds and annual maintenance program review.

Shall provide leadership and technical direction to all employees and contractors engaged in the maintenance activities at the LNG Plant and act as a liaison with appropriate internal and external parties as required.

Provide assistance with the development of procedure documents and presentation materials.

Provide feedback to workgroup on their performance in order to ensure that work is carried out safely, efficiently and expeditiously.

Shall keep abreast of changing technology as it relates to "Duties and Responsibilities".

Will be required to work shifts and provide on call/stand-by coverage.

# **Qualifications:**

- 1. High school diploma.
- 2. BC Provincial or Inter-Provincial Heavy Duty Mechanic, Pipefitter, Millwright, Mechanic or Electrical & Instrumentation certification.
- 3. Minimum of five years' experience in maintenance at an LNG plant and/or other plant facility.
- 4. Demonstrated leadership ability, and provided examples, in each of five defined competencies;
  - Safety
  - Customer Centric

Take action to ensure the internal; and external customer's expectations are fully met.

- Initiative
  - Without be directed, pursue solutions to existing problems.
- Problem Solving and Results Orientation Recognize cause-and-effect relationships of problems. Take a current problem and identify possible causes that are creating the effect. Create own high performance goals (e.g. increase quality, improve efficiency, etc.)
- Expertise
   Demonstrate possession of thorough knowledge of own area of responsibility. Spot opportunities to share own knowledge, new ideas, and developments in own area with colleagues and customers.
- 5. Demonstrated safe work habits and adherence to safety regulations and practices.
- 6. Demonstrated knowledge of field operations and maintenance processes including field reporting requirements
- 7. Demonstrated ability to work independently, contribute to, and work effectively in a team environment.
- 8. Demonstrated sound working knowledge of various software applications' for example but not limited to: SAP, RCA, Excel, Work, and other required to support maintenance activities. Must be able to pass a related Company exam.
- 9. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.

# **Crew Leader – LNG Operations**

The Crew Leader – LNG Operations will be responsible to carry out operational activities and support maintenance activities within the framework of Company objectives, policies and programs.

Demonstrated competency to perform all the duties of the LNG Panel Operator, LNG Operator 1, 2, and 3 as required.

Shall provide leadership and technical direction to all employees and contractors engaged in the operation at the LNG plant.

Shall ensure all work performed at the LNG plant complies with applicable codes and standards.

Shall ensure work schedules are adhered to, and implemented safely and effectively.

Required to respond to emergencies and plant process upsets.

Acts as a liaison between the LNG plant and other departments, and outside agencies.

Coordinates and administers maintenance, engineering and project work as per operational requirements.

Evaluate work practices and potential job-related hazards to identify opportunities for improvements to safety and work practices.

Helps develop and implement training.

Providing feedback to workgroup on their performance in order that work is carried out safely, efficiently and expeditiously.

Shall keep abreast of changing technology as it relates to the "Duties and Responsibilities".

Assist with competency assessment of LNG Operator 1, 2, 3 and Control Room Operator.

Assist with administration and development of operations shift schedule.

May need to assume the role of incident command in an emergency situation

Will be required to work shifts and provide on call/stand-by coverage.

### Qualifications:

- 1. High School diploma.
- 2. Must possess Power Engineer's Certificate (Fourth Class)
- 3. Must be able to perform the duties of the LNG Panel Operator, LNG Operator 1,2 and 3 as assigned.
- 4. Five years' experience in LNG or other plant operation and is able to pass a related Company exam.
- 5. Demonstrated leadership ability, and provided examples, in each of five defined competencies;
  - Safety
  - Customer Centric

Take action to ensure the internal; and external customer's expectations are fully met.

- Initiative
  - Without being directed, pursue solutions to existing problems.
- Problem Solving and Results Orientation Recognize cause-and-effect relationships of problems. Take a current problem and identify possible causes that are creating the effect. Create own high performance goals (e.g. increase quality, improve efficiency, etc.)
- Expertise
- 6. Demonstrated ability to provide technical training to other employees and contractors.
- 7. Demonstrated organizational and administrative skills required for the safe operation of the LNG plant.
- 8. Demonstrated ability to analyze system problems and prepare written reports and keep accurate records.
- 9. Demonstrate possession of thorough knowledge of own area of responsibility. Spot opportunities to share own knowledge, new ideas, and developments in own area with colleagues and customers.
- 10. Must be prepared to work rotating shifts.
- 11. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.
- 12. In the event operational requirements dictate qualification/certification to complete an assigned task by the company, the cost will be at the expense of the Company.

### **Additional Information**

1. All applicants must complete Occupational First Aid 1

# **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 (750,000 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 O<sub>2</sub>, CO, CO<sub>2</sub> 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 turnon 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, or in other locations as agreed between the parties, 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 Company, 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 490 Mega joules (450,000 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  $O_2$ , CO,  $CO_2$  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, or in other locations as agreed between the parties, 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 their 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 Company, 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:**

Shall develop, design, improve and produce equipment and components utilized in the Gas industry.

Shall be required to research and develop new concepts or solutions to problems associated with field equipment and gas system components and tooling.

Shall work with engineering drawings, sketches, or original parts and, if required, produce accurate working drawings or sketches or components.

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. No seniority will accrue.

Shall provide instruction and training with respect to equipment and components to individuals and groups inside and outside the Company.

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

# DISPATCH COORDINATOR

### **Duties & Responsibilities:**

Job Descriptions are intended to describe only the principal duties and responsibilities of a position. They are not meant to be either an inclusive or exclusive list of all work, tasks and functions of any particular job.

- 1. Utilize computer systems, designated applications, mobile dispatch systems and/or related automated and/or manual processes to coordinate the scheduling and dispatching of FortisBC resources (people, tools, equipment and time) to meet customer needs. Determine complexity and priority of work and allocate appropriate field resources. Co-ordinate a variety of operational programs to ensure work is completed efficiently with the effective use of resources available. Provide assistance to management in monitoring annual work plans for field operations. Perform regular reviews and validation of work completing programs such as monthly status meetings. Identify process deficiencies and liaise with others as necessary to implement interim and long term process improvements.
- Prepare annual schedules; analyze data to prepare reports and resourcing recommendations for each operational
  business area. Analyze work requirements and historical trends to update vacation and training schedules.
  Utilize business rules, resource forecasting, and statistical reports in order to optimize schedules for
  management approval.
- 3. Develop annual work and long term forecast plans, including all planned and unplanned activities. Maintain and analyzes work plans vs. capacity management to meet overall yearly requirements for work programs, and assist management in identifying contractor requirements. Collaborate with Project Management to develop yearly schedule for projects including capacity and skill sets.
- 4. Receive or initiates reports of system damages such as sewer damage, street lighting damage and pavement cuts and maintains related records. Follows FortisBC emergency procedures to notify Supervisors/Managers, fire and police departments and municipalities and maintains related emergency records. Liaise with external agencies to report proposed construction and maintenance activities such as road and lane closures, crossings and emergencies.

- 5. Collaborate with Supervisors, Managers, Planners and Field Staff in order to achieve operational goals established by service quality indicators such as number of appointments met, number of meter exchange lock offs, number of site visits unresolved, time dispatched to site, etc. Monitor the quality and quantity of work performed by staff.
- 6. Provide support to others in understanding of job functions, processes and procedures; identify training requirements. Provide on the job training to others and or input into training curriculum.
- 7. Performs duties of a minor nature which do not impact the rating of the job.

## **Qualifications:**

- 1. High school graduation including courses in business communications and office practices and completion of a recognized post-secondary certificate in a business related field or computer technology.
- 2. Eight years directly related experience (i.e. Operations Support or Field position); including a minimum of 1 year in a Dispatch environment.
- 3. Knowledge of Customer Service, Construction & Maintenance and System Operations processes and procedures
- 4. Knowledge of safety regulations related to the field operations environment
- 5. Knowledge of various software applications including MS Office applications
- 6. Demonstrated ability to interpret data, analyze information and make sound judgments
- 7. Demonstrated ability to make quick decisions concerning work distribution and to handle emergency situations
- 8. Demonstrated ability to identify and resolve problems and/or recommend corrective action
- 9. Demonstrated ability to multitask and complete work in a professional manner while working with demanding work schedules including emergency and peak workload situations
- 10. Demonstrated ability to assign and manage a large volume of work
- 11. Demonstrated courteous, professional manner to deal with internal and external contacts.
- 12. Demonstrated sound communication skills
- 13. Demonstrated strong organizational skills and the ability to prioritize work
- 14. Intermediate level keyboarding skills
- 15. Class 5 driver's license.

\*NOTE; position has restricted holiday availability based on operational requirements. Demanding work environment. Shifts may vary. Must respond to emergency call out at any time day or night, as workload and system requires. May require occasional driving.

## **DISTRIBUTION ASSISTANT**

A Distribution <u>Assistant</u> ("DA") will complete a Distribution Mechanic ("DM") "apprenticeship" and progress to the DM classification.

#### 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.

Subject to adequate training, shall install prefabricated single or four-meter, multi-tap meter sets on new services, up to and including 400 series meters at delivery pressures not exceeding 14 kPa (2psi).

Subject to adequate training, shall do relights after emergencies as required.

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 FortisBC 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) (formerly from 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 they must bump a regular DM.

# **DISTRIBUTION SERVICE AGENT Duties and Responsibilities:**

- 1. The Distribution Service Agent will be responsible to carry out operational activities, capital installations (including mains, services & meter sets) 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 may be required to administer a remote muster area and will report to a Distribution Manager;
- 3. Perform all the duties of a Crew Leader and a Customer 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 personnel, and the contractor when applicable, involved in any aspect of installing, operating, maintaining and abandoning the gas system;
- 5. Responsible to liaise with IRM and direct all IBEW field employees 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 company standards practice, Company objectives, policies and programs and the job breakdown manual;

- 7. Sales related activities as required.
- 8. Liaise with Planning & Design Technicians, Planning & Design Technologist 1's, Planning & Design Technologists 2's and customers to ensure design requirements are met;
- 9. Provide management relief as required.

## **Qualifications (Must Have):**

- 13. High school diploma, including Grade 11 Math and Physics or equivalent;
- 14. Must be a holder of a valid Provincial Class "B" Gas Fitter's License;
- 15. Must have a minimum of 10 years' experience in the natural gas industry and be able to pass a related Company exam. Must be fully competent in all aspects of distribution installation;
- 16. Must be capable of gaining working knowledge of distribution steel line stopping equipment procedures within 6 months of commencing the role;
- 17. Be competent in the technical aspect related to public safety, consumer relations and the welfare of the company's property;
- 18. Demonstrated proficient computer skills; for example, but not limited to: Excel, Word, other; and be able to pass a related Company exam.
- 19. Demonstrated ability to learn, understand, and administer the Distribution Operation Emergency Response process;
- 20. Demonstrated ability to exercise judgement, act on own initiative resulting in a high level quality of performance.
- 21. Demonstrated leadership ability, and provided examples, in each of five defined competencies:
  - Safety
  - Customer Centric
    - Take action to ensure the internal; and external customer's expectations are fully met.
  - Initiative
    - Without being directed, pursue solutions to existing problems.
  - Problem Solving and Results Orientation
    - Recognize cause-and-effect relationships of problems. Take a current problem and identify possible causes that are creating the effect. Create own high performance goals (e.g. increase quality, improve efficiency, etc.)
  - Expertise
    - Demonstrate possession of thorough knowledge of own area of responsibility. Spot opportunities to share own knowledge, new ideas, and developments in own area with colleagues and customers.
- 22. Completion of a minimum of 30 hours of management or supervisory course(s) from a recognized institution within 12 months of commencing the role. Appropriate course will be determined by the Company.
- 23. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.

## **Additional Information:**

- 1. Only applicants who meet all the "Must Have's" listed above will be considered for this posting.
- 2. Will participate in a shift work rotation.
- 3. Will be expected to provide standby as required and/or scheduled.

## **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.

#### **Oualifications**

- 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 Company driving tests.

## **ENERGY SERVICES ADVISOR 1**

Reporting to the Sales Supervisor, the Energy Services Advisor 1 is responsible to bring new business to the Company by adding gas volumes through the addition of new attachments, added load from existing customers and encouraging the sale of natural gas equipment. All activities are to be consistent with the sales objectives of the Company as established from time to time.

## **Duties and Responsibilities:**

Primarily working on their own in the field, the Energy Services Advisor 1 carries out the Company's sales strategies by making direct contact with potential new residential, commercial and/or industrial customers to convince them to use natural gas. Contacts may be made through pre-qualified leads or cold calling. As guided by Company policy and needs, the Energy Services Advisor is to:

- 1. determine the prospect's needs through probing for information on their existing energy usage and future energy requirements;
- 2. demonstrate financial and lifestyle benefits of natural gas to satisfy those needs;
- 3. recommend ways to reduce inefficiencies and maximize the efficient use of natural gas;
- 4. recommend different applications of natural gas products;
- 5. consult with installers to assist the prospective customer on appropriate equipment and activation of natural gas systems;
- 6. overcome objections with sales tools and natural gas benefits;
- 7. close the sale through completion of a service application form, assist in selecting an installer and monitoring activation process;
- 8. ensuring timely activation of new gas equipment.

## Other duties include:

- 1. preparation, assembly, attendance and disassembly of exhibit booths at trade shows attended by the Company;
- 2. compiling data for existing and potential customers for budgeting, forecasting and profile use;
- 3. provide data and ideas for the creation of new sales promotions and programs;
- 4. make presentations, as required, to boards, councils, service groups, associations and industry groups to promote the use of natural gas;
- 5. work with installers to promote the use of natural gas, communicate Company programs, and encourage timely activations of natural gas equipment;
- 6. prepare all relevant documentation as required by the Supervisor, including reports, schedules, profiles, etc.;

- 7. work with other departments in the Company to expedite the activation of new business;
- 8. perform other related duties as assigned, such items being of a minor nature which do not affect the value of the job;
- 9. represent the Company in a safe and professional manner at all times.

#### **Qualifications (Must Have):**

- 1. Grade 12 graduation plus some post-secondary training in sales or related technical courses, plus 3 years of recent demonstrated sales experience with favourable results;
- 2. excellent oral and written communication skills;
- 3. able to work effectively with a minimum of direct supervision;
- 4. Province of British Columbia Driver's License in good standing;
- 5. proven ability to work with a personal computer.

#### **ENERGY SERVICES ADVISOR 2**

Reporting to the Supervisor, the Energy Services Advisor 2 assists in bringing new business to the Company by supporting the Sales group while developing their own sales skills and facilitating added gas volumes through the addition of new customers, persuading existing customers to use more natural gas and encouraging the sales of natural gas equipment. All activities are to be consistent with the sales objectives of the Company as established from time to time.

# **Duties and Responsibilities:**

The Energy Services Advisor 2 supports the Company's sales strategies by ensuring integrity of sales data, answering sales inquiries, completing a service application form with the residential or commercial customer or creating a pre-qualified lead for an Energy Services Advisor 1 to make further contact. As guided by Company policy and needs, the Energy Services Advisor 2 will:

- 1. greet and respond to prospects who enter the sales area and respond to telephone sales inquiries;
- 2. determine the customer's need for natural gas service;
- 3. discuss the benefits of natural gas to overcome concerns and satisfy those needs;
- 4. suggest the increased use of higher efficiency equipment;
- 5. recommend different natural gas products and/or recommend installers who can assist the prospective customer on choosing appropriate natural gas equipment;
- 6. complete a service application form and provide assistance in selecting an installer;
- 7. assist the Energy Services Advisors 1 in handling customer's needs and to encourage timely activations;
- 8. assist Energy Services Advisors 1 in sales blitzes and promotions;
- 9. ensuring the integrity of information in the Sales databases;
- 10. ensure the provision of timely data and reports from the database for use by the Supervisors or Energy Services Advisors 1;
- 11. screen inquiries through telephone, survey, or in-person contact to develop qualified leads for the Energy Services Advisors 1:

#### Other duties include:

- 1. in conjunction with the Energy Services Advisors 1 and Supervisors, assisting in the preparation, assembly, attendance and disassembly of exhibit booths at trade shows attended by the Company;
- 2. research various sources to compile data on existing and potential customer for budgeting, forecasting and profile use;

- 3. source technical data for use by the Energy Services Advisors 1;
- 4. provide data and ideas for the creation of new sales promotions and programs;
- 5. prepare relevant documentation as required by the Supervisor, including reports, schedules, profiles, etc.;
- 6. liaise with other departments in the Company to expedite the activation of new business;
- 7. oversee and source material for the sales and literature displays;
- 8. work with the Supervisor to have appropriate natural gas products on display in appropriate Sales areas;
- 9. perform other related duties as assigned, such items being of a minor nature which do not affect the value of the job;
- 10. represent the Company in a safe and professional manner at all times.

## **Qualifications (Must Have):**

- 1. secondary school graduation plus some post-secondary training in sales or related technical courses, or demonstrated relevant experience;
- 2. excellent oral and written communication skills;
- 3. Province of British Columbia Driver's License in good standing;
- 4. proven ability to work with a personal computer.

## Other:

After completing a minimum of three (3) years as an Energy Services Advisor 2, and demonstrating favourable results, the incumbent shall progress to an Energy Services Advisor 1.

## **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 ploughing 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 their 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 bar holing 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) (formerly from 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, EO1s will be promoted to EODM subject to their ability to perform all of the duties of the DMX in a productive, safe and competent manner with a reasonable amount of appropriate training. EODM will be a separate classification with separate classification seniority.

#### **FACILITIES TECHNICIAN**

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.

Directs the work of the contractors and other workgroup categories in such a manner that the work is carried out safely, efficiently and expeditiously.

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.

Assists in planning work tasks related to the operation and maintenance of company facilities, their electrical & mechanical systems, utilities and grounds.

Assist in the development, implementation, and instruction of training and operating programs.

Applies the related code requirements, institutional practices and company policies & standards as they related to the operation and maintenance of company facilities.

Ensures that the facility structural systems, electrical & mechanical systems, life safety systems, utilities and grounds are functioning optimally.

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.

Works with tools and carries out maintenance and modification to facilities, their electrical & mechanical systems, utilities and grounds other than where prohibited by codes.

Completes all documentation required by the position.

May also be assigned other Facility tasks that the individual is capable of performing.

# **Qualifications (Must Have):**

Inter-Provincial Journeymen's Refrigeration Mechanic Ticket

Inter-Provincial Journeymen's "B" Gasfitters Ticket

Minimum 5 years journeymen's directly related and relevant facilities experience in operation, maintenance, construction and commissioning of related electrical & mechanical systems and utilities.

Demonstrated experience in troubleshooting and programming VFD, DDC, DCS and/or PLC control systems Proficiency in developing & interpreting facility systems design & construction drawings

Demonstrated leadership and decision making capabilities and ability to work effectively with a minimum of supervision.

Demonstrated ability to communicate verbally, and in writing, clearly and concisely.

Intermediate understanding of Preventative & Predictive Maintenance Theory and Programs.

Demonstrated ability to plan, organize, train and monitor contractors and other workgroup categories assigned under their direction.

Demonstrated ability to effectively analyze & troubleshoot system problems, prepare written administrative documentation and keep accurate records.

Expert understanding of systems used to maintain and operate company facilities, i.e. Electrical & mechanical systems, utilities and grounds.

Demonstrated intermediate knowledge of Facility codes, regulatory requirements and industry practices. Intermediate understanding of Microsoft Office applications.

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:**

May be required to provide coverage from 0600 to 01800

May be required to work out of town within FortisBC service territory

Standby coverage may be required.

## 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 drop-off 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.
- 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.

# **Qualifications (Must Have):**

- 1. High school graduation including courses in business communications and office practices.
- 2. Basic knowledge of computer systems operation, environment and peripherals. Sound working knowledge of word processing, spreadsheet software and other applications in use in the department.
- 3. Twelve (12) months directly related experience.
- 4. Fast, accurate keyboard skills (55 words per minute) including the ability to prepare and format various types of correspondence, reports, presentation material, forms and charts.
- 5. Ability to create and manipulate spreadsheets in Excel.
- 6. Sound oral communications skills.
- 7. Good knowledge of administrative procedures including work organization, filing systems, mail and communication systems, and office equipment.
- 8. Sound analytical, organizational and written communications skills. Able to respond to enquiries, research information, analyze, investigate problems and prepare and compose a variety of external and internal correspondence.
- 9. Courteous, professional manner.
- 10. Valid British Columbia Driver's license (certain positions).
- 11. Demonstrated ability to work in teams and alone without supervision.

#### **Additional Information:**

1. This position involves working a minimum of 40 hours bi-weekly. Typically the hours of work are 6 hours a day - 5 days a week -the schedule may be altered as per Letter of Understanding.

## 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 the Company's Welder qualification tests and CSA Standard Z662 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. 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 their 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 they shall weld on the transmission and distribution systems within the scope of their certificate of competency including hot taps, fire welds and leak repair welds.

In conformance with Company welder qualification tests and CSA Standard Z662 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 their 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.

- 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 Z662 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 FortisBC 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 the employee is presently employed.

## **LABOURER**

An employee so classified must hold a current B.C. Class 5 Driver's License. Shall perform unskilled work under supervision as assigned, such as excavation, traffic control and manual backfilling.

#### LEAK SURVEY TECHNICIAN 2

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.

After two (2) years of satisfactory service in this classification, a Leak Survey Technician 2 shall progress to Leak Survey Technician 1.

# **LNG MILLWRIGHT**

## **Duties and Responsibilities:**

Shall perform all duties associated with LNG facilities, inspection, trouble shooting, operation and maintenance of mechanical, piping, pneumatic, hydraulic, and rotating equipment.

Shall support with the predictive analysis and preventative maintenance schedules and planning.

Shall prepare comprehensive documentation of construction, inspection, commission, operation and maintenance work.

Shall direct the work of other employees and contractors as it relates to LNG facility maintenance activities. Shall ensure safe, reliable and efficient operation of the workgroup, as it relates to these duties and responsibilities.

Required to respond to emergencies and plant process upsets.

Shall keep abreast of changing technology as it relates to the "Duties and Responsibilities".

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 facilities and/or departments as applicable.

Will be required to work shifts and provide on call/stand-by coverage.

Qualifications:

- 1. BC Provincial or Inter-Provincial Heavy Duty Mechanic, Millwright, Mechanic, Pipefitter, or Machinist certification.
- 2. Minimum of five years' experience in mechanical maintenance at an LNG plant and/or other plant facility.
- 3. Demonstrated safe work habits and adherence to safety regulations and practices.
- 4. Demonstrated ability to troubleshoot and overhaul plant equipment.
- 5. Demonstrated high level of quality performance, initiative, responsibility, organization skills and ability to make timely and appropriate decisions using a collaborative, tactful approach with others.
- 6. Demonstrated ability to communicate clearly and effectively in verbal, written and electronic form.
- 7. Demonstrated ability to work independently, contribute to, and work effectively in a team environment.
- 8. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.

# **LNG OPERATOR 1**

# **Duties and Responsibilities:**

An employee so classified shall meet the required qualifications and perform all of the required duties of an LNG Operator 1, 2 and 3 as assigned.

Shall perform operating and maintenance duties in a safe, efficient and effective manner.

Required to respond to emergencies and plant process upsets.

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

Shall train the LNG Operator 1, 2 and 3 in all aspects of the operation of the plant.

Assist with maintenance activities on plant equipment under the direction of a maintenance team member.

Perform basic maintenance and other duties as directed.

May need to assume the role of incident command in an emergency.

Will be required to work shifts and provide on call/stand-by coverage.

## **Qualifications:**

- 1. Must possess a Power Engineer's Certificate (Fourth Class).
- 2. Must be able to perform the duties of a LNG Operator 2 and 3.
- 3. Must be able to evaluate conditions and make decisions to achieve optimum plant operation, particularly under critical circumstances and stressful conditions.
- 4. Must be able to work alone.
- 5. Responsible for assisting maintaining Plant Equipment and the facility. Have a deep mechanical understanding to ensure the safe operation of the equipment at all times.
- 6. Demonstrated ability to maintain safe and reliable plant operation by acting as the in-depth knowledge focal point for outside areas of responsibility in regards to equipment criticality rating, specifications, mechanical limits, etc.
- 7. Demonstrated ability to communicate in both verbal and written form and be capable of maintaining neat accurate records and detailed logs of plant operation.
- 8. Must have a proven record of demonstrating initiative and a sense of responsibility and accountability.
- 9. Demonstrated ability to work in a respectful, cooperative, meticulous manner.
- 10. Demonstrated ability to work safely and in adherence to safety regulations and practices on a sustained basis.
- 11. Must be in good physical condition without a fear of heights and the ability to climb ladders.
- 12. Demonstrated experience with electronic and pneumatic instrumentation, large reciprocating and centrifugal compressors, commercial refrigeration equipment and multistage pumps.
- 13. Demonstrated knowledge and understanding of thermodynamics
- 14. Demonstrated ability to deal effectively with process upset/crisis situations in their area and constructively modify plan to adjust to changing needs and priorities.
- 15. Must be prepared to work rotating shifts.

- 16. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.
- 17. In the event operational requirements dictate qualification/certification to complete an assigned task by the Company, the cost will be at the expense of the Company.

#### Additional Information

1. All applicants must complete Occupational First Aid.

# **LNG OPERATOR 2**

# **Duties and Responsibilities:**

An employee so classified shall meet the qualifications and perform all of the required duties of an LNG Operator 2 and 3 as assigned.

Shall perform operating, maintenance and other duties in a safe, efficient and effective manner.

Required to respond to emergencies and plant process upsets.

Shall work with minimum supervision, work effectively as a team member with other employees and contractors, and make decisions as required to achieve and maintain optimum plant operations.

Shall train the LNG Operator 2 and 3 as required.

Perform basic maintenance and other duties as directed.

Progression from an LNG Operator 2 to a LNG Operator 1 will be dependent upon demonstrated competence to carry out all aspects of the job. This will include successful completion of LNG Plant Level 2 Competency Program and a hands-on operating test to demonstrate proficiency.

#### **Qualifications:**

- 1. Must have successfully completed Parts A&B of the Interprovincial Fourth Class Power Engineering. Preference will be given to candidates who hold their Fourth Class Power Engineering certification.
- 2. Position incumbents are required to complete an Interprovincial Fourth Class Power Engineering Certificate within 12 months of obtaining position.
- 3. Must be able to perform the duties of the Operator 3 as assigned.
- 4. Demonstrated ability to evaluate conditions and make decisions to achieve optimum plant operation, particularly under critical circumstances and stressful conditions.
- 5. Must be able to work alone.
- 6. Responsible for assisting maintaining Plant Equipment and the facility.
- 7. Demonstrated deep mechanical understanding to ensure the safe operation of the equipment at all times.
- 8. Maintains safe and reliable plant operation by acting as the in-depth knowledge focal point for outside areas of responsibility in regards to equipment criticality rating, specifications, mechanical limits, etc.
- 9. Demonstrated ability to communicate in both verbal and written form and be capable of maintaining neat, accurate records and detailed logs of plant operation.
- 10. Must have a proven record of demonstrating initiative and a sense of responsibility and accountability.
- 11. Demonstrated ability to establish and maintain effective working relationships
- 12. Must have demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.
- 13. Must be prepared to work rotating shifts.
- 14. Must be in good physical condition without a fear of heights and the ability to climb ladders.
- 15. Demonstrated experience with electronic and pneumatic instrumentation, large reciprocating and centrifugal compressors, commercial refrigeration equipment and multistage pumps.
- 16. Demonstrated working knowledge and understanding of thermodynamics

- 17. Demonstrated ability to deal effectively with process upset/crisis situations in their area and constructively modify plan to adjust to changing needs and priorities.
- 18. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.
- 19. In the event operational requirements dictate qualification/certification to complete an assigned task by the company, the cost will be at the expense of the Company.

# **Additional Information**

All successful applicants will be required to obtain Occupation First Aid 1 within 6 months of being hired into the position.

# **LNG OPERATOR 3**

Duties and Responsibilities:

An employee shall meet the qualifications and perform all of the required duties of an LNG Operator 3.

Shall perform operating, maintenance and other duties in a safe, efficient and effective manner.

Required to respond to emergencies and plant process upsets.

Shall work with minimal supervision, work effectively as a team member with other employees and contractors, and make decisions as required to achieve and maintain optimum plant operations.

Load LNG containers as required.

Will perform shunting and staging activities as required.

Shall liaison with Logistics for communication for loading or unloading requirements.

Receive, unload, inspect, record, store, issue, load, and ship equipment and materials as required or assigned.

Perform basic maintenance and other duties as directed.

## Qualifications:

- 20. Must have a high school diploma.
- 21. Demonstrated ability to evaluate conditions and make decisions to achieve optimum plant operation, particularly under critical circumstances and stressful conditions.
- 22. Demonstrated mechanical understanding to ensure the safe operation of plant equipment at all times.
- 23. Demonstrated ability to communicate in both verbal and written form and be capable of maintaining neat, accurate records and detailed logs of plant operation.
- 24. Demonstrated ability to be cooperative and meticulous.
- 25. Must have demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.
- 26. Must be in good physical condition and the ability to climb ladders and work at heights beyond 3 meters.
- 27. Demonstrated ability to establish and maintain effective working relationships.
- 28. Must be prepared to work rotating schedules and shift work.
- 29. A valid British Columbia Class '1' driver's license, with a provided driver's abstract for the purpose of shunting at Tilbury LNG Operations.

#### **Additional Information**

All successful applicants will be required to obtain Occupational First Aid 1 within 6 months of being hired into the position.

## LNG PANEL OPERATOR

Duties and Responsibilities:

Shall perform all the duties of the LNG Panel Operator, LNG Operator 1, 2 and 3 as required.

Operating the plant from a central control panel.

Shall provide leadership and technical direction to all employees and contractors engaged in the operation and at the LNG Plant.

Shall ensure all work performed at the plant complies with applicable codes and standards.

Acts as liaison between the LNG plant and other departments, and outside agencies.

Optimizing the profitability of the facility and leading response to upsets.

Maximizing the production through daily oversight of plant equipment performance.

Evaluate work practices and potential job-related hazards to identify opportunities for improvements to safety and work practices.

Required to respond to emergencies and plant process upsets.

May need to assume the role of incident command in an emergency.

Subject matter expert for Emergency Operating Procedures, knowledgeable in all aspects of Standard Operating Procedures and Site Common Procedures, acting as team lead.

Technical Expert on the DCS panel with regards to:

- a. Functionality
- b. Operation
- c. Process Control Loop Descriptions

Responsible for setting priorities as directed by Plant Management for the shift based on the following:

- a. Panel rounds/readings
- b. Shift turn over and log entries
- c. Maintenance requests
- d. Throughout variations
- e. Optimization opportunities

Perform basic maintenance and other duties as directed.

Will be required to work shifts and provide on call/stand-by coverage.

#### **Qualifications:**

- 1. Must possess a Power Engineer's Certificate (Fourth Class).
- 2. Must be able to perform the duties of a LNG Operator 1, 2, and 3.
- 3. Five years' experience in LNG or other similar plant operation and is able to pass a related Company exam and/or process simulation.
- 4. Demonstrated leadership ability, and provided examples, in each of five defined competencies;
  - Safety
  - Customer Centric

Take action to ensure the internal; and external customer's expectations are fully met.

• Initiative

Without being directed, pursue solutions to existing problems.

- Problem Solving and Results Orientation
  Recognize cause-and-effect relationships of problems. Take a current problem and identify possible causes
  that are creating the effect. Create own high performance goals (e.g. increase quality, improve efficiency,
  etc.)
- Expertise
- 5. Demonstrated computer literacy including data entry skills.
- 6. Demonstrated leadership qualities and ability to work without supervision.
- 7. Demonstrated ability to provide technical training to other employees and contractors.
- 8. Demonstrated ability to plan and direct the work of others in a safe efficient manner.
- 9. Demonstrated organization and administrative skills required for the safe operation of the LNG plant.
- 10. Demonstrated ability to analyze system problems, provide solutions and prepare written reports and keep accurate records.
- 11. Demonstrated ability to work effectively under process deadline controls, understanding safety must always come first.
- 12. Must be prepared to work rotating shifts.
- 13. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.
- 14. In the event operational requirements dictate qualification/certification to complete an assigned task by the Company, the cost will be at the expense of the Company.

## **Additional Information**

All applicants must complete Occupational First Aid 1

#### 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):**

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 license with air endorsement.

## MATERIALS TRUCK & TRAILER OPERATOR

## **Duties & Responsibilities:**

A materials Truck & Trailer Operator operates any vehicle which requires up to a Class 1 license with air brake endorsement.

Shall tow the LNG tanker.

Shall deliver pipe and operate the crane throughout the company's operating territory.

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

Shall be required to work in several areas such as Yard and Stores at the discretion of the Warehouse and Delivery Leader.

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 delivered in compounds and stores.

Must be available for out-of-town deliveries on short notice.

#### 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 subassemblies), booking in meters, and duties of lesser skill, incumbents will progress to the Measurement Mechanic 2 rate of pay after 18 months of service in the classification.

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

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

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

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

## **Job Description:**

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

- 1. Repair, adjust, prove, maintain and issue all classes of meters, auxiliary devices and regulators;
- 2. Understand and operate all measurement apparatus used to maintain metering and regulation devices;
- 3. Analyze all data derived from proof and other tests, and make proper determination as to type and scope of repairs and adjustments so as to ensure continued accurate performance with due regard to repair cost controls;
- 4. Adhere to all requirements for the shop Quality Assurance program;
- 5. Assemble metering and regulation sub-assemblies;
- 6. Accurately and neatly complete all documentation;
- 7. Assist the Measurement Technician and the Measurement Shop Leader as required, with duties of equal or lesser skill than those required of a Measurement Mechanic.
- 8. As a fully training incumbent, provide assistance in training those who are still in the training phase of the classification.

#### MEASUREMENT SHOP LEADER

(Replaces Mechanical Foreman (Measurement Shop))

Performs all of the duties associated with the operation of the Measurement Shop.

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

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

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

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

#### MEASUREMENT TECHNICIAN

(Replaces Senior Measurement Mechanic and Senior Meter Repairman)

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

Provides work leadership and training to the Measurement Mechanics and other classifications as required or assigned. Carries out duties related to the Quality Control and Quality Assurance functions required for Shop Accreditation.

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

Assists the Measurement Shop Leader as required.

## MECHANICAL FOREMAN (MACHINE SHOP)

Shall direct the work of the employees under their 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 their manager or supervisor where schedules cannot be met or where problems in the operation, repair or fabrication of tools and equipment come to the employees 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 their 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 Company Policies and standards.

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

Shall report to their 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 employees under their 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 CSA Z662, 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 their 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 Z662 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:**

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.

Shall develop and maintain predictive analysis and preventative maintenance schedules.

Shall prepare comprehensive documentation of construction, inspection, commissioning, operation and maintenance work.

Shall direct the work of other employees and contractors as it relates to compression mechanical maintenance activities.

Shall ensure safe, reliable and efficient operation of the workgroup, including work group planning and scheduling as it relates to these duties and responsibilities.

Shall keep abreast of changing technology as it relates to the "duties and Responsibilities".

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.

May be required to provide on call/standby coverage, and extensive travel may be required.

#### OPERATIONS SUPPORT REPRESENTATIVE

Job Descriptions are intended to describe only the principal duties and responsibilities of a position. They are not meant to be either an inclusive or exclusive list of all work, tasks and functions of any particular job.

#### **Basic Purpose**

Operations Support Representatives ("OSR's") provide a wide range of support to FortisBC operations. The focus of these roles is administrative support of the end-to-end Order Fulfillment, Operate & Maintain, Emergency, and Meterto-Cash process steps:

- Initiating and Preparing
- Scheduling and Dispatching
- Field work support and logistics
- Closing and Completion

## **Duties & Responsibilities:**

- 1. Answers non-routine enquiries and provides a wide range of detailed job information to crews, customers, other utilities and government authorities. Expedites field resources, tools, equipment, and materials as necessary. Uses technical knowledge and understanding of operations policies and procedures.
- 2. Analyzes, interprets and communicates a variety of information to support the operations group.
- 3. Receives or initiates reports of system faults or damage and follows FortisBC procedures to notify and assign FortisBC personnel and contact various bodies such as government agencies, municipal engineers, railways, telcos, police, and fire departments, as well as key customers to report proposed construction, maintenance, or emergency activities.
- 4. Processes work orders and notifications. Enters and/or corrects field completion data to maintain data integrity, including measurement readings, defect and failure data, and follow-on work requirements.

- 5. Orders and arranges required resources materials, supplies, equipment, deliveries and pick-ups for specific material, 3rd party resources as requested. Maintains record of availability of various services.
- 6. Maintains contact with Field Resources regarding scheduled and on-going work and completion dates and information. Answers enquiries regarding delivery dates, meter identification, requests for field resources, equipment history and job status from internal and external parties.
- 7. May act as primary telephone contact for inbound customer calls to capture customer requirements. Follows established procedures to:
  - Maintain customer data;
  - Ensure all service product requirements are collected;
  - Explain FortisBC processes, procedures and requirements to customers;
  - Select appropriate service product and pricing;
  - Convey related permit requirements to customers;
  - Inform customer of the price for the service product; and,
  - Schedule the work with the customer, checking for crew and materials availability using capacity planning information and creating orders.
- 8. Performs related duties of a minor nature related to the above duties, which do not affect the rating of the job.

## **Qualifications:**

- 1. High School graduation including courses in office practices and business communications.
- 2. Nine (9) months directly related relevant work experience.
- 3. Demonstrated sound organizational skills including the ability to multi-task, prioritize and work under pressure during emergencies, peak workload periods and to meet tight deadlines.
- 4. Demonstrated sound verbal communication skills including telephone call handling skills, the ability to respond to difficult or demanding situations with tact and diplomacy.
- 5. Demonstrated sound written communication skills including the ability to correct spelling, punctuation and grammatical errors as required to prepare and compose a variety of external and internal correspondence and process enquiries.
- 6. Demonstrated courteous, professional manner in dealing with internal and external contacts including positive interpersonal skills and the ability to work in and contribute to a team environment.
- 7. Demonstrated fast, accurate keyboarding skills (60 words per minute), including the ability to format various types of correspondence, reports, forms, charts, and layout electronic spreadsheets.
- 8. Demonstrated working knowledge of computer systems operations, environment and peripherals. Sound working knowledge of various applications software in use in the department (SAP & suite of MS Office products). Sound knowledge of various software applications required to support operations activities.
- 9. Demonstrated sound knowledge of field operations (Operate & Maintain, Order Fulfillment, Emergency, Meterto-Cash) processes and procedures.
- 10. Demonstrated sound knowledge of work and office processes and procedures.
- 11. Demonstrated sound analytical and decision making skills.
- 12. Demonstrated ability to interpret data from a variety of sources.
- 13. Class 5 driver's license.

#### Other Information:

- 10. This position has restricted holiday availability based on operational requirements, for certain months of the year.
- 11. This position may involve shift work or late coverage, depending on customer and operational requirements. Potential for variable day, afternoon and night shifts 7 days a week 24 hours a day.
- 12. Assignment to work groups within Operations Process Support will be dependent on customer and operational requirements.
- 13. This position may require occasional driving.

#### **OPERATIONS TECHNICIAN 1**

## **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 including pipeline inspections and issuing field permits; maintains transmission line right-of-way (e.g. slashing/clearing, marker posts, hazard inspections); and perform cathodic and transmission/distribution rectifier readings.
- 3. Measures and fills odorant at all types of odorant facilities used by the Company; 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 and/or contractors working as part of a crew.
- 6. Drillouts stops off and completes pressure control fittings as required.
- 7. Takes line heater fluid samples and completes adjustments as directed by the gas lab.

## **Qualifications (must have)**

- 1. All of the qualifications required of an Operations Technician 2 plus the ability to perform all the duties and responsibilities of an Operations Technician 1.
- 2. Must have three (3) years' experience as an Operations Technician 2.
- 3. Thorough understanding of the operation of the odorizing system used by the company (wick/bypass/injection).
- 4. Current transportation of Dangerous good certificate.
- 5. Demonstrated ability in the transfer and measuring procedures related to odorant work.
- 6. Demonstrated 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. Demonstrated 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. Demonstrated ability to understand, follow and retain verbal and written instructions.
- 11. Demonstrated ability to use applicable tools, equipment and instruments e.g. high pressure grease gun, C1-36 drilling equipment, ATV, bobcat, etc.
- 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.
- 13. Demonstrated high levels of safe work habits and attitude.
- 14. Valid Class 1 Driver's License with air or be capable of obtaining said license (if required).

#### Note:

Except with respect to temporary or relief assignments, progression from Operations Technician 2 to Operations Technician 1 shall be by bulletin in accordance with the collective agreement. There shall be no automatic progression.

# **OPERATIONS TECHNICIAN 2**

# **Duties and Responsibilities**

- 1. Participates in valve operations, maintenance and repair on all valves including stations and heaters as directed.
- 2. Participates as directed in the maintenance 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 including pipeline inspections and issuing field permits; maintains transmission line right-of-way (e.g. slashing/clearing, marker posts); and perform cathodic and transmission/distribution rectifier readings.
- 3. Under the direction of the Operations Technician 1, until deemed to be competent, measures and fills odorant at all types of odorant facilities used by the Company; operates odorant transfer systems and equipment and provides ongoing maintenance of safety equipment (e.g. eyewash stations, fire extinguishers, breathing air apparatus, spill kits, etc.).
- 4. Assists with accurately documenting problems found by using as built drawings and pipeline mosaics; completes all paper work on jobs being performed.
- 5. Under the directions of the Operations Technician 1, until deemed to be competent, participates in the drill outs, stop offs and completes pressure control fittings as required.
- 6. Ability to learn to use applicable tools, equipment and instruments e.g. high pressure grease gun, C1-36 drilling equipment, ATV, bobcat, etc.

7. Takes line heater fluid samples and completes adjustments as directed by the gas lab.

#### **Qualifications** (must have)

- 1. Valid Class 1 Driver's License with air or be capable of obtaining said license (if required)
- 2. Must have been a DM for a minimum of three years
- 3. Ability to obtain Transportation of Dangerous Goods Certificate
- 4. Ability to use applicable tools.
- 5. Ability to understand and operate odorizing systems used by the company (Wick/Bypass/Injection).
- 6. Ability to learn transferring and measuring procedures related to odorant work.
- 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 employees under their 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.

#### PEER TRAINER

Assignments to the Peer Trainer position shall be on a temporary and/or as needed basis.

# **Duties & Responsibilities:**

- 1. Participates in the successful delivery of established training programs for the organization; attends peer trainer development workshops to acquire, maintain and/or enhance training techniques, related work methods, procedures, standards and practices.
- 2. Delivers assigned training to employees, contractors, and others in an organized and formal classroom, lab setting or field location related to designated job skill development including work standards, practices and procedures, tool and equipment use and maintenance, safe working practices, and related company policies and procedures, government regulations and legislation.
- 3. Provides support to training program activities; distributes and watches over the completion of tests and practical examinations by participants, identifies and refers problems/issues to others.

4. Demonstrates safe work habits and adherence to safety regulations and practices in the performance of training and work related activities; identifies and reports related issues to others, including Instructors.

#### **Qualifications (Must Have):**

Demonstrated competence and subject matter expertise in one or more field based skills and related tool and equipment use and maintenance

- 1. Demonstrated ability to deliver classroom and field training programs including the expectations of a group within a training environment
- 2. Demonstrated written communication and oral presentation skills, including the ability to share knowledge and skills with others
- 3. Computer literacy and familiarity with MS Office including Excel, PowerPoint, and Word
- 4. Valid BC Driver's License

## **Personal Attributes:**

- 1. Demonstrates enthusiasm and interest in peer training
- 2. Displays a genuine interest in the student's learning needs and growth
- 3. Embraces change and fosters a positive learning environment
- 4. Possesses self-confidence and patience

#### **Additional Information:**

Nature of work may involve out of town travel

# PIPELINE LABOURER

#### **Duties & Responsibilities:**

Participate in pipeline operations and maintenance as directed, including but not limited to the following: Clean and paint transmission system above ground appurtenances.

Vegetation control (utilizing chain saws, power trimmers, manual slashing etc.) on pipeline right-of-way and facilities, including block valve and pigging barrel sites.

Repair and replace right-of-way markers, line markers and other signage.

Provide manual labour for excavations, replacements and system improvements.

Removal and re-application of damaged pipeline coatings.

Assist in maintenance of all work equipment.

Willing and able to spend extended periods of time away from home base working on system facilities. Oversee site operations for company employed student labourers as required.

- 1. Grade 12 or equivalent education.
- 2. Valid Class 5 BC Driver's License.
- 3. Must be in good physical condition.
- 4. Effective communication skills.
- 5. Possess basic computer skills.
- 6. Demonstrate safe work habits and adherence to safety regulations.

- 7. Demonstrate a good mechanical aptitude for operations and construction work.
- 8. Equipment operating (backhoe, dozer, etc.) skills would be an asset.

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

## PIPELINE SERVICE AGENT

Reporting to a Transmission or Pipeline Operations Manager, the Pipeline Service Agent is responsible for maintaining gas service to all transmission customers on the system and ensuring the public is protected from any unsafe act or condition relating to the transmission and distribution of natural gas.

# **Duties and Responsibilities:**

- 1. Able to perform all duties of a Pipeline Technician 1.
- 2. Responsible to carry out pipeline system operational activities, capital installations and maintenance activities within the framework of Company objectives, policies and programs.
- 3. Responsible to direct and control safety on the job, in the muster and at field locations.
- 4. Responsible to provide technical direction and leadership to Company and contractor personnel involved in any aspect of Transmission pipeline operations and maintenance.
- 5. Responsible to liaise with Transmission or Pipeline Operations Managers, Project Managers, Engineers and direct all field employees and contractors to ensure proper priorities are met.
- 6. Respond to emergencies on the Transmission system, maintain emergency equipment, and direct and carry out appropriate actions involving damage to the system or the escape of gas.
- 7. Responsible for site supervision of composite reinforcing sleeve installation, hot work, tie-ins and stop off operations on the Transmission pipeline.
- 8. Train subordinate employees in the use of equipment, tools and instruments specific to pipeline operations and maintenance.
- 9. Responsible to give technical direction and leadership for daily work assignments of pipeline crews, integrity operations crews and Contractors
- 10. Responsible for maintaining accurate operations, maintenance and construction records, and as-builds.
- 11. Provide input to and assist in management of O&M and capital budgets.
- 12. Provide input to and assist management in the planning, scheduling and implementing of construction projects as requested. Required to liaise with Gas Control and IRM when planning, scheduling, and implementing construction projects.
- 13. Keep up to date with all policies and procedures and have a good working knowledge of all Company standards, objectives, policies and programs, including the job breakdown manual.
- 14. Monitor and maintain status of all operational and emergency equipment.
- 15. Provide management relief as required.
- 16. May be required to participate in the "on-call" program.

- 1. High school diploma or equivalent.
- 2. Must have a minimum of 10 years related construction field experience in the natural gas industry including 5 years' experience as a Pipeline Technician.
- 3. Must be fully competent in all aspects of Transmission operations and be able to pass a related Company exam.

- 4. Must be competent in the technical aspect related to public safety, consumer relations and the welfare of the Company's property;
- 5. Demonstrated proficient computer skills, including but not limited to Outlook, Excel and Word. Must be able to pass a related Company exam.
- 6. Demonstrated ability to learn, understand, and administer the Transmission Operations Emergency Response process.
- 7. Demonstrated ability to exercise good judgement and act on own initiative resulting in a high level quality of performance.
- 8. Demonstrated effective communications skills, both written and verbal.
- 9. Proven ability to supervise employees and Contractors.
- 10. Demonstrated leadership ability (provided through examples), in each of five defined competencies:
  - a. Business Understanding & Alignment Make decisions and evaluate business strategy based on the Company's strategic goals and make explicit connections for employees between organizational goals and their goals.
  - Customer Focus
     Take action to ensure internal and external customers' expectations are fully met.
  - c. Initiative
    Without being directed, pursue solutions to existing problems.
  - d. Problem-solving and Results Orientation Recognize cause-and-effect relationships of problems. Take a current problem and identify possible causes that are creating the effect. Create own high performance goals (e.g. increase quality, improve efficiency, etc.)
  - e. Expertise
    Demonstrate possession of thorough knowledge of own area of responsibility. Spot opportunities to share own knowledge, new ideas, and developments in own area with colleagues and customers.
- 11. Completion of a minimum of 30 hours of management or supervisory course(s) from a recognized institution within 12 months of commencing the role. Appropriate course will be determined by the Company.
- 12. A valid British Columbia Class '5' driver's license, with a provided driver's abstract.

# PIPELINE TECHNICIAN EQUIPMENT OPERATOR Duties & Responsibilities:

- 1. Perform all duties of a Pipeline Technician 2.
- 2. Drive, operate and maintain all mobile equipment used in Transmission operations work.
- 3. May be required to operate hydraulic pipe benders.

- 1. All the qualifications required of a Pipeline Technician 2, plus the ability to perform the duties and responsibilities of a Pipeline Technician EO.
- 2. Demonstrated ability to proficiently operate & maintain all mobile equipment in Transmission operations work including but not limited to Backhoes, Excavators, truck mounted cranes, forklifts, side booms.
- 3. Valid certificates for all applicable equipment in accordance with WorkSafe BC requirements.
- 4. Class 1 drivers' license with air endorsement is required.
- 5. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis; have safe driving record and be able to pass Company driving tests.

- 6. Mechanical aptitude, initiative and sense of responsibility
- 7. Demonstrated ability to follow verbal and written instructions
- 8. Demonstrated ability to work effectively as part of a team.

## PIPELINE TECHNICIAN I

# **Duties & Responsibilities:**

- 1. Perform all duties and responsibilities of a Pipeline Technician 2 and/or of a Pipeline Technician Equipment Operator.
- 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. Install, operate and maintain all new Transmission pipeline facilities as required.
- 4. Conduct pressure tests for new facilities.
- 5. Perform pipeline integrity programs including, but not limited to: smart pigging, marine pipeline inspections and cathodic protection system maintenance and surveys.
- 6. Perform (or supervise a contractor performing) right-of-way maintenance including, but not limited to: vegetation control, erosion control, system modifications, etc.
- 7. Construct (or assist with directing a contractor to construct) capital upgrades/projects on the Transmission pipeline system.
- 8. Maintain detailed and accurate records of works performed.
- 9. Perform other pipeline operational or maintenance duties as directed.
- 10. May be required to participate in on-call program.
- 11. Direct the work of employees and contractors in the construction and maintenance of the gas transmission system so as to ensure that the work is carried out safely, efficiently and expeditiously. This shall include construction to federal, provincial, municipal and Company standards of underground gas transmission systems, gate and district regulation systems, control valves, line break operators and related ancillary controls and equipment.
- 12. Shall use tools and be responsible for the safekeeping and proper handling of all instruments, equipment and tools assigned to or rented for their crew.
- 13. Direct the work of others who are acting as helpers in drilling or stopping machine operations.
- 14. Direct and control safety on the job, in the shop and at field locations.
- 15. Provide leadership to Company and contractor personnel involved in any aspect of Transmission pipeline operations, maintenance and construction.
- 16. Direct all duties associated with pipeline system blow-downs.
- 17. Direct all duties associated with launching/tracking/receiving pipeline cleaning and inspection tools.
- 18. Survey Pipelines including new fittings and welds to obtain Latitude & Longitude Coordinates using GPS equipment
- 19. Operate and maintain the Company's high pressure drilling and stopple equipment.
- 20. Calibrate valve actuators/operators.

- 1. All the qualifications required of a Pipeline Technician 2 and/or of a Pipeline Technician EO, plus the ability to perform the duties and responsibilities of a Pipeline Technician 1.
- 2. Thorough understanding of the operating principles of gas transmission operations.

- 3. Ability to evaluate conditions quickly and accurately and makes decisions to achieve optimum results, particularly under emergency and/or stressful circumstances.
- 4. Capable of reading and interpreting engineering drawings, technical reports and operating manuals.
- 5. Must have three (3) years' experience as a Pipeline Technician 2.
- 6. Class 1 drivers' license with air endorsement may be required. (This is a regional requirement, to be addressed in any Job Bulletin.)
- 7. Demonstrated proficient computer skills, including but not limited to Outlook, Excel and Word.

#### **Additional Information:**

(Note for future postings – identify whether duties, responsibilities and qualifications are based on PT2 or PTEO.)

#### **PIPELINE TECHNICIAN 2**

# **Duties & Responsibilities:**

- 1. Participate in pipeline operations and maintenance as directed, including but not limited to the following:
  - a) Clean and paint transmission system above-ground appurtenances;
  - b) Control vegetation (using chain saws and/or power trimmers, slashing manually, etc.) on pipeline right-of-way and facilities, including block valve and pigging barrel sites;
  - c) Repair and replace right-of-way markers, line markers and other signage;
  - d) Provide manual labour for excavations, replacements and system improvements;
  - e) Remove and reapply damaged pipeline coatings;
  - f) Assist in maintenance of all work equipment; and
  - g) Operate pipe and cable locating instruments.
- 2. Use tools, instruments and procedures required for the construction, maintenance and operation of the gas transmission systems.
- 3. Assist with responding to emergencies on the gas transmission system.
- 4. Assist with pipeline system blow-downs.
- 5. Patrol pipeline right-of-ways and facilities as directed.
- 6. Assist with transmission pipeline integrity programs.
- 7. Monitor third party crossings or infringements for adherence to parameters as identified in the Company permits.
- 8. May direct the work of other employees or contractors when undertaking minor maintenance duties.
- 9. Participate in line patrol and class location surveys by air, vehicle and on foot.
- 10. Assist in calibrating valve actuators/operators.
- 11. Assist with duties associated with launching/tracking/receiving pipeline cleaning and inspection tools.
- 12. May be required to assist in the operation of hydraulic pipe benders.
- 13. Perform other pipeline operational or maintenance duties as directed.
- 14. May be required to participate in on-call program.
- 15. Must be willing to travel and be away from home on business for extended periods
- 16. Work as a member of the pipeline crew assisting with the operations of high pressure drilling and stopping equipment.

# **Qualifications (Must Have):**

1. High school diploma, or equivalent.

- 2. Must be a Distribution Mechanic or have three (3) years' related construction field experience in the natural gas industry.
- 3. Must be in good physical condition.
- 4. Must have effective communication skills.
- 5. Must demonstrate safe work habits and adherence to safety regulations.
- 6. Must demonstrate good mechanical aptitude for operations and construction work.
- 7. Must possess basic computer skills.
- 8. Class 5 drivers' license is mandatory.
- 9. Experience working around heavy equipment.

#### Additional Information:

Valve maintenance experience is desirable.

## PIPELINE TECHNICIAN WELDER

## **Duties & Responsibilities:**

- 1. Shall perform all operations necessary to fabricate (using shielded metal arc or oxy-fuel welding) the pressure piping and vessel systems used on gas transmission and distribution networks.
- 2. Includes 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.
- 3. Includes 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.
- 4. In the field, a Pipeline Technician Welder shall do pipeline welding including hot tap welds, fire welds and leak repair welds on lines operating up to and including transmission line pressures.
- 5. Will be responsible for completing the routine reports called for in their day-to-day work.
- 6. Able to perform all the duties of a Pipeline Technician 2 as required.

# **Qualifications (Must Have):**

- 1. In conformance with Company's Welder qualification tests and CSA Standard Z662 for Gas Transmission and Distribution Systems, a Pipeline Technician Welder 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.
- 2. Shall be required to hold a minimum B welding qualifications registered in their log book; registered with the Boiler and Pressure Vessels Branch of B.C.

#### PLANNING & DESIGN TECHNICIAN

# **Duties and Responsibilities**

As per Planning and Design Technologist with the following restrictions:

- 1. Mains and service piping 114 mm (4") or less;
- 2. DP (420/550kPa) system work only;
- 3. Residential, commercial and multi-metering projects, with maximum load not to exceed 80 cubic metres per hour on any single service attachment.

Projects exceeding these criteria to be referred to the Manager for reassignment or referral. Projects exceeding these criteria may be assigned as a training and career development initiative.

# Qualifications

- 1. (a) High school graduation and completion of a recognized post-secondary Certificate of Technology and eligible for certification at the Certified Technician level with ASTTBC in an applicable discipline such as Civil, Mechanical, Geomatics or Gas and Petroleum Technology or
  - (b) Completion of a recognized post-secondary degree (such as a Diploma of Technology or an academic undergraduate degree BSc, BA) in an applicable discipline with 15 month of directly related work experience or (c) High school graduation and 10 years of field experience in Gas operations.
- 2. Applicant selected with the high school diploma and 10 years of field experience will be required to obtain their post-secondary Certificate of Technology and become eligible for certification at the Certification Technician level with ASTTBC within 24 months of obtaining the position. Failure to obtain such accreditation within this 24 month period may result in the employee being returned to their previously held position.
- 3. Demonstrated organizational skills including the ability to multi-task, prioritize and work under pressure during peak workload periods in order to meet tight deadlines.
- 4. Demonstrated sound written and verbal communication skills including telephone call-handling skills and the ability to respond to difficult or demanding situations with tact and diplomacy.
- 5. Demonstrated courteous, professional manner in dealing with internal and external contacts and customers, including positive interpersonal skills and the ability to work effectively in a team environment.
- 6. Capable of keyboarding at an intermediate level.
- Demonstrated sound working knowledge or the ability to acquire such knowledge of various specialized software
  applications required to support operations activities (e.g. SAP, GIS, CAFÉ, CWEB) and the MS Office suite of
  applications.
- 8. Demonstrated knowledge of natural gas utilization and construction practices.
- 9. Demonstrated ability to work independently.
- 10. Demonstrated sound analytical and decision-making skills.
- 11. Demonstrated ability to follow established procedures with attention to detail.
- 12. Valid British Columbia Driver's License.

#### **Progression**

- 1. A Planning & Design Technician will start at the Planning & Design Technician Step 1 wage rate.
- 2. Employees selected internally with 10 years of field experience under 1 c) above, will start at the Planning & Design Technician Step 3 wage rate.
- 3. As it is with respect to Planning & Design Technologists, a Planning & Design Technician will progress to their next higher Step on the anniversary of their initial selection to the Planning & Design Technician classification.
- 4. A Planning & Design Technician Step 4 must have a recognized post-secondary ASCTTBC Technician Certificate in the discipline outlined in 1 a) of the qualifications or equivalent post-secondary education as outlined in 1 b) of the qualification in order to progress to Step 5.

#### PLANNING & DESIGN TECHNOLOGIST

# **Duties and Responsibilities:**

- 1. Co-ordinates the installation of main extensions and services by preparing work orders and service orders, ensuring all approvals are obtained and all foreign utilities are noted.
- 2. Stake service and main extensions ensuring proper standards are maintained and installations are assigned offsets.
- 3. Maintain a continuous record as to the status of each work order and service order.
- 4. Liaise with other utilities and municipalities to overcome problems resulting from the installation of mains and services.
- 5. Provide advice as to the location of mains and services to other utilities and municipalities and project department employees and assist them where required.
- 6. Prepare documentation and data required for road crossings, rail crossings and easements and follow-up to ensure

- approvals are obtained.
- 7. Document and follow up construction orders, work orders, etc. to ensure all approvals are obtained and that asbuilts are received when the . projects are completed.
- 8. Maintain plan record files for all work completed.

# **Qualifications (Must Have):**

- 1. High school diploma or equivalent.
- 2. A valid Class 5 B.C. Driver's License.
- 3. Completion of a recognized post-secondary technology diploma in an appropriate discipline; or acceptable equivalent.
- 4. Certified (or eligible for certification) at the technologist level by the Applied Science Technologists and Technicians of British Columbia.
- 5. Two (2) years directly related, relevant experience.
- 6. Demonstrated computer literacy, including familiarity with applications software in use in the department, including SAP, AM/FM, CAFE, and the MS Office suite of applications.
- 7. Demonstrated oral and written communication skills.
- 8. Knowledge of gas distribution systems and installation practices, utilization and installation codes.
- 9. Knowledge of design and layout of municipal services, including water, sewer, telephone and power.

# PRESSURE AND MEASUREMENT APPRENTICE (PMA)

A PMA shall be trained in all job skills identified within the PMT job description, and shall progressively perform all aspects of this work without supervision as stipulated by the Pressure and Measurement Apprenticeship Program

## **Qualifications (Must have):**

- 1. Possession of a valid Provincial Class B Gasfitter's License, and
- 2. Grade 12 education with Math 11 and Physics 11, or equivalent.

# PRESSURE AND MEASUREMENT TECHNICIAN (PMT)

A PMT 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.
- 2. Operate mobile LNG transport and vaporization systems.
- 3. Direct the work of others, who are acting as helpers or providing support services on job sites.
- 4. Perform other duties of a similar or lesser complexity as required.

- 1. Must successfully complete the Pressure and Measurement Apprenticeship Program, possess a valid Provincial Class B Gasfitter's License and
- 2. Successfully complete post-secondary training in pneumatic and electronic process instrumentation, such as Industrial Instrumentation 240 at South Alberta Institute of Technology (distance education), or successfully complete 6 credits of the British Columbia Institute of Technology Electrical and Electronic Technology curriculum or another equivalent, recognized post-secondary curriculum.

## PRESSURE MEASUREMENT & CONTROLS APPRENTICE 3 (PMCA 3)

Entry level into the PMCT stream or career path, which includes the following (must have) pre-requisites:

- 1. Demonstrated ability to perform all the duties and responsibilities of a PMT 1 (formally the SOT)
- 2. Demonstrated aptitude for the work
- 3. Demonstrated computer skills
- 4. Demonstrated ability to work safely and effectively, with minimum supervision, and under stressful conditions
- 5. Demonstrated ability to work as part of a team
- 6. Demonstrated communications skills
- 7. Capable of attaining journeyman status (IIM) and other pre-requisites as required by Industry Training Authority (ITA) Industrial Instrumentation Mechanics Training Program Profile
- 8. Must be enrolled in the "Red Seal" IIM Apprenticeship Program.
- 9. A 1<sup>st</sup> or 2<sup>nd</sup> year "in house" apprentice indentured in the "Red Seal" IIM Apprenticeship Program.

# PRESSURE MEASUREMENT & CONTROLS APPRENTICE 2 (PMCA 2)

A 3<sup>rd</sup> year "in house" apprentice indentured in the "Red Seal" IIM Apprenticeship Program.

# PRESSURE MEASUREMENT & CONTROLS APPRENTICE 1 (PMCA 1)

Entry level for an Industrial Instrumentation Technologist with a two-year diploma in Instrumentation or Journeyman "Red Seal" IIM with limited or no relevant natural gas experience,

A 4th year "in house" apprentice indentured in a "Red Seal" IIM Apprenticeship.

# PRESSURE, MEASUREMENT & CONTROLS GROUP LEADER (PMCGL) )

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 PMCT.
- 2. Directing the activities of all PMCTs and PMCAs in a District.
- 3. Providing leadership, coaching and administering training and skills development for all PMCTs and PMCAs.
- 4. Participation in the recruitment process of all PMCTs and PMCAs.
- 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:**

1. Qualifications of a PMCT.

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

## PRESSURE, MEASUREMENT & CONTROLS GROUP LEADER (PMCGL) (VI)

The prime responsibility for this position is to provide support to the FEVI Pressure Control Group.

# **Duties and Responsibilities**

- 1. All duties of a PMCT.
- 2. Directing activities of PMCT's and PMCA's in the Island Region, as may be required.
- 3. To provide assistance in coordinating overall FEVI Pressure Control maintenance activities within the SAP TMMS PM framework.
- 4. To be a key player that helps ensure that the Pressure Control Group SAP PM program is kept up to date and accurate. Conduct ongoing reviews to ensure that the PM program is meeting the relevant Regulatory, OEM recommended frequencies, Corporate Policies and Standards.
- 5. To provide assistance, as necessary, in the various steps required in planning, budget control and carrying out of Minor Capital Work for the group.
- 6. To provide ongoing assistance to the group as may otherwise be required by the Pressure Control manager

## **Qualifications**

- 1. Qualifications of a PMCT.
- 2. A relevant Technical Degree, Technologist Diploma or an acceptable equivalent.
- 3. Proven leadership, interpersonal, and administrative skills.
- 4. Excellent verbal and written communication skills are essential.
- 5. A minimum of five (5) years' experience in a leadership role.
- 6. A minimum of (7) years' experience in the Pressure, Measurement and Controls field.

## PRESSURE MEASUREMENT & CONTROLS TECHNICIAN

- Performs all the duties and responsibilities of a PMT,
- Program, install, commission, and maintain flow computers, RTU's, communication devices, transmitters, AMR and stand-alone alarm devices
- Install instrumentation cabling and field junction boxes
- Develop and implement control strategies for station pneumatic and electronic systems
- Develop and implement remote automation solutions

- Troubleshoot system problems (gas, controls, measurement, station, etc.)
- Install and commission new equipment in reg. and meter stations (reg's, control valves, filters, meters, etc.)
- Setup and commission new line heaters and their controls (FGI's, etc.)
- Perform combustion analysis and tune line heater burners
- Test line break valve pneumatic and electronic closure systems
- Manage work electronic work and maintain management systems (CMMS / SAP)
- Project planning and execution
- Provide oversight for others from a measurement and controls perspective
- Emergency callouts provide 24 hour coverage on a rotational basis
- Work independently
- Completion of company competency assessments

#### **Qualifications (Must have):**

Instrumentation Technologist with two-year diploma in Instrumentation, or Journeyman "Red Seal" Industrial Instrumentation Mechanic (IIM) with relevant natural gas experience.

For an apprentice: must have successfully completed the 4<sup>th</sup> year of the IIM Apprenticeship and obtained "Red Seal" IIM Certification.

An outside, fully-qualified hire without natural gas experience who started at PMCA 1: must pass internal competency for PMCT after one (1) year to progress to end rate.

#### PROGRESSION:

Entering the PMCT stream is through the posting and selection process.

The PMCT stream will align to the "Red Seal" IIM Apprenticeship Program.

The PMCT stream is a four-tiered progression: the first step in the progression will be two (2) years, (successful completion of  $1^{st}$  &  $2^{nd}$  year apprenticeship) and each subsequent step will be one (1) year.

On completion of satisfactory service and subject to demonstrated ability and competency to perform the full range of duties at each level of the PMCT apprenticeship, as well as successful completion of the specified year of the "Red Seal" IIM apprenticeship PMCT is the fully qualified end classification.

\*Note: Duties within the PMCT stream, level of progression, include the ability to perform all the duties and responsibilities of a qualified PMT.

# SALES SUPPORT ASSISTANT

# Responsibilities

- 1. Provide sales support to Sales Managers, Account Managers and others in the effective provisioning of Customer Management and Sales programs and services including:
  - establish and/or initiate contact and act as a liaison between customers, marketers and others, maintain
    effective working relationships with customers including designated associations regarding FortisBC
    sponsorships, memberships and communication of FortisBC products, services, programs and initiatives,
    membership directories, advertisements and signage. Field customer escalations, initiate investigation of
    customer issues and contacts others to work toward resolution;
  - b) prepare, maintain and distribute customer contracts and related information; process change of service notifications and contract changes, collaborates with account managers, customers and others to obtain

- accurate information, ensure applicable systems are updated and complete preliminary customer rate change analysis;
- gather and maintain accurate market intelligence information and maintain database of required sales material including current programs and initiatives, corporate marketing collateral, engineering studies and provide assistance with ordering and maintaining promotional products for various events related to promotional advertising;
- d) develop and maintain project tracking system to qualify prospects and leads, maintain sales cycle targets, prepare and distribute sales summary reports and sales lead information, compile statistical information, develop monthly performance reports, manipulate and format information into charts and tables;
- e) plan, schedule and coordinate all aspects of annual conferences, industry meetings, internal and external seminars, make arrangements for facility bookings, equipment and supplies and catering, prepare agenda and take minutes:
- f) attend customer meetings, trade shows, exhibits and displays; respond to routine customer enquiries related to marketing programs, product and service offerings including gas rate schedules and general energy issues and refers non-routine matters to others; Make outbound calls requesting project updates and provide additional sales information as required, update CRM with new project information.
- g) provide and/or present energy solution information and related materials to Builders, Architects, Engineers, Developers (AED's), Associations, Municipalities, School Districts and Industrial contacts;
- h) prepare materials for presentations and meetings; compile marketing sales folder components with appropriate standard and alternative designs/specifications, profiles, drawings and schematics
- i) provide assistance with processing applications for marketing programs; complete form/s for prospective participants and ensure proper authority to qualify applications, track application process to fulfillment and maintain related records.
- 2. Represent the interests of applicable managers in administrative matters utilizing strong communication and interpersonal skills including:
  - a) maintain calendars, schedule and arrange meetings ensuring well-defined and timely agendas, makes travel arrangements, books meeting rooms, arranges for supplies, equipment, catering;
  - b) utilize a personal computer and software programs/applications to prepare/type correspondence, presentation materials, compile departmental reports:
  - c) establish and maintain department filing system/s, network directories and procedures governing the maintenance of departmental records to ensure the accuracy of information;
  - d) process invoices and expense reports and ensure accuracy of account codes and authorizations, assist in the compilation of departmental budgets, review reports, monitor expenditures and identify variances.
- 3. Perform duties of a minor nature related to the above duties which do not affect the rating of the job.

# Requirements

- 1. Successful completion of grade 12
- 2. Minimum 2 years recent, related experience and completion of courses in business communications, office practices and marketing from a recognized post-secondary program; or a minimum of 4 years recent, related experience. (Experience is defined as recent, related experience in a marketing and/or sales environment including experience with administering customer contacts.)
- 3. Demonstrated ability to operate a personal computer and utilize software applications such as MS Office (Word, Excel, PowerPoint) and customer relationship management software
- 4. Demonstrated customer service skills
- 5. Demonstrated ability to establish and maintain effective working relationships with customers and others
- 6. Demonstrated ability to communicate effectively both verbally and in writing
- 7. Demonstrated ability to respond to difficult or demanding situations with tact and diplomacy
- 8. Demonstrated ability to work independently and in a team environment
- 9. Demonstrated ability to organize and prioritize tasks and meet deadlines within demanding work schedules
- 10. Valid BC drivers' license

#### SENIOR LOGISTICS HANDLER

- 1. Performs all duties associated with the operation of the Warehouse, Delivery or Yards operation.
- 2. Can be assigned to work in any area of Warehouse, Delivery or Yards operation.
- 3. Provides training, direction and is responsible for the accuracy and compliance to departmental procedures and transactions of employees assigned to the work area.
- 4. Schedules and reschedules work in response to a rapidly changing workload.
- 5. Acts as a liaison between Warehouse, Delivery or Yards and other departments.
- 6. Maintains source document files e.g. TDG, pre-trip logs, contractor weigh bills, packing slips, purchase orders, receipts, return to vendor authorizations.
- 7. Coordinates maintenance and inspections of all support vehicles and equipment.
- 8. Coordinates and performs all duties associated with the receiving and shipping function of the Warehouse, Delivery or Yards operation.
- 9. Coordinates and administers inventory checks, counts and controls as required or assigned.
- 10. May be required to wear a pager or cell phone as well as respond to emergency calls after hours.

#### **Qualifications (Must Have):**

- 1. High school diploma or equivalent, with Math 11.
- 2. Holder of a current B.C. Class 5 Driver's License, with a safe driving record and able to pass company driving tests
- 3. Demonstrated ability to perform material handling duties and operate material handling equipment without supervision.
- 4. Demonstrated organizational and administrative skills required for the satisfactory operation of a warehouse or stores function including:
  - a. Ability to coordinate trucking activities.
  - b. Ability to learn and retain computerized inventory control training and procedures.
  - c. Demonstrated ability to accurately and neatly complete and process all required forms, documents and reports.
- 5. Demonstrated computer literacy in the use of personal computers, including data entry skills.
- 6. Demonstrated initiative, sense of responsibility, interpersonal and leadership skills.
- 7. Ability to provide technical training.
- 8. Ability to plan and direct the work of others in a safe efficient manner.
- 9. A thorough understanding of gas materials, their use, and terminology.
- 10. Ability to learn, retain and pass WHMIS and transportation of dangerous goods requirements and testing.
- 11. Ability to work with a minimum of supervision and maintain a high level and quality of performance
- 12. Physical ability to lift, carry and place materials, equipment and supplies.

# 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 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 Company 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 FortisBC 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 them and shall work with tools. They 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):**

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 the Company's building utility systems.
- 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 their 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 their 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.

# 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 them 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 them 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 they fail to progress to Shop Mechanic 2 within 18 months, they shall revert to their 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 them.

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.

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 them.

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. Provided such license remain lawfully available, 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 (Must Have):**

- 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 be conditionally promoted to Shop Mechanic 1 (Prefab) upon writing and passing the Provincial Grade B Gas Fitters License exam and upon completion of the twelve months period of probation for the Shop Mechanic 2 (Prefab). Failure to write and pass the Class B license exam within the twelve (12) month period shall result in the employee being returned to their previously held classification. Provided such licenses remain lawfully available, failure to obtain their Provincial Grade B Gas Fitters License within twelve (12 months) of being conditionally promoted shall result in the employee being returned to their previously held classification.

#### **Qualifications (Must Have):**

- 1. Good mechanical aptitude and the ability to acquire pipe fitting skills.
- 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.

#### TRADES INSTRUCTOR

- 1. Delivers and assists in the development of trades 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.

May be required to investigate emergency or hazardous situations and submit reports on causes and recommended remedial action.

# **Qualifications:**

- 1. High school graduation.
- 2. Completion of recognized post-secondary courses in training and adult education.
- 3. Demonstrated ability to apply knowledge of Adult Education Theory. New incumbents will undergo an assessment of their ability in this area and must successfully pass that assessment within six (6) months of commencing employment as an Instructor.
- 4. Demonstrated ability to:
  - (a) Provide excellent oral and written communications and presentation skills, including the ability to share knowledge and skills with others;
  - (b) Give technical direction;
  - (c) Develop and implement classroom and field training programs,
  - (d) Carry out special assignments under general direction and terms of reference,
- 5. Demonstrated intermediate level computer literacy with Company specified software, including Microsoft Office products (e.g. Excel, PowerPoint, and Word). The successful candidate must successfully complete intermediate level courses on these applications, or otherwise demonstrate intermediate-level knowledge, within the probationary period.
- 6. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.

#### **Trades Instructor**

- 1. BC Safety Authority Class "A" or "B" Gas Fitter qualification.
- 2. Forty-eight (48) months experience as a Company Gas tradesman. Equivalent gas utility or industry experience will also be considered.

# **Trades Instructor (Welding)**

- 1. Level A or B Provincial Government Welding certification, Metallurgy 1 and 2 (or equivalent) and PWP5, PWP6, PWP10, PWP11, CSA W178.2 and CWB Welding Inspector certification (or equivalent) portable certifications.
- 2. Forty-eight (48) months experience as a Mechanical Foreman (Welding Shop), Fitter Welder 1 or Welder 1 (Crew Leader Arc). Equivalent experience will also be considered.

#### TRUCK DRIVER

Operates appropriate vehicles and equipment for the purpose of pickup 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 or 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 license 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 (Crew Leader (Arc)

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 their 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 their 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 their 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 their 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 their 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.

# APPENDIX A

#### **DEPENDENT BACKHOE CONTRACTORS ("DBCs")**

(Coastal Region and Victoria Unit Only)

#### 1. General Provisions

# 1.01 Application

Except with respect to the definitions of terms that are common to both this Appendix and the main body of the collective agreement, all terms and conditions set out in the main body of this collective agreement are expressly excluded except those as detailed herein.

#### 1.01.1

The expiry date of this Appendix will coincide with the expiry date of the Collective Agreement. Any backhoe contractors employed by the Company during the term of this Agreement for a period in excess of six (6) months in any twelve (12) month period will become a DBC subject to this Appendix.

#### 1.01.2

The Company may engage the services of a DBC provided that the DBC signs a copy of Form 1 attached hereto and forming part of this Agreement prior to the DBC performing any services for the Company. A signed copy of Form 1 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 DBC because of their connection with it. The Company agrees that all DBCs 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 DBC'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 DBCs 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 DBC 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 DBC.

#### 3. Grievances

# 3.01

Grievances shall be processed in accordance with Article 6 of the main body of the collective agreement.

# 4. Technological Change

#### 4.01

The Company shall provide two months' 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.

# 4. Seniority

#### 5.01

Seniority shall accrue on a Unit basis only, i.e., Victoria, Metro and Fraser Valley.

#### 5.02

Seniority is established by the date of hire into a Unit, i.e. as of the date a DBC first reports to work in the Unit and the Company will provide the Union with a current seniority list once each calendar year.

#### 5.03

Reduction in the number of DBCs (i.e., layoffs) will occur by Unit in the reverse order of seniority, i.e., last on, first off within each Unit.

#### 5.04

A minimum thirty (30) days' notice will be required prior to termination of a DBC. However, the Company retains the right to terminate for cause without notice.

## 5.04.1

DBCs shall not be terminated for lack of work while casual backhoe contractors are still working in the DBCs Unit.

#### 5.04.2

DBCs 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 above, they 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 seniority within the Unit.

# 5.05.3

Layoffs of greater than five (5) working days shall be in inverse order of seniority within each Unit.

#### 5.05.4

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 DBCs 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.

Any disagreement as to whether DBCs have been improperly laid off under Article 5.05 above will be dealt with pursuant to Article 3.01 above. Failing settlement at the Manager or Business Leader level, the disagreement will be resolved pursuant to the procedure in Article 6.03 of the main body of the collective agreement.

#### 5.06

A DBC's 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 DBC will be given first consideration for re-engagement in any Unit within which they have seniority 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 DBC or fills a vacancy, those DBCs already employed shall have the right to transfer to the location of the vacancy on a seniority basis by Unit. This clause does not negate the company's right to reassign DBCs to headquarters based on need.

#### 6. Hours of Work

#### 6.01

DBCs 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, DBCs will be paid a travel allowance of one additional hour at straight time pay per round trip.

A DBC mustered in any of these municipalities is not covered by this clause.

All DBCs 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 DBC and will be subject to workload requirements. Special requests for leave beyond two (2) weeks per year shall be given due consideration.

#### 6.03

When a DBC is working with a crew and that crew receives rest time, the DBC shall, at their option, receive the same rest time off with pay.

#### 7. Rates

#### 7.01 Schedule

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.

Year	2019	2020	2021	2022	2023
Hourly Rate (including Hoepack)	\$88.50	\$88.50	\$88.50	\$88.50	\$88.50
Hourly Rate Truck & Trailer	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Total (both) Hourly Rate	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00
Overtime Rate	\$117.98	\$117.98	\$117.98	\$117.98	\$117.98
Hourly Rate* (Including Dump truck & & Equipment)	\$100.80	\$100.80	\$100.80	\$100.80	\$100.80
Overtime Rate (Including Dump truck & Equipment)	\$117.98	\$117.98	\$117.98	\$117.98	\$117.98

#### 7.02

When the DBC works in excess of eight (8) hours per day or on a Saturday, Sunday or Holiday, the overtime rate as per the table in Article 7.01, above, shall be paid. DBCs will be paid the equivalency of Holiday Pay (i.e. 4.8%) on their hourly rate schedule.

# 7.03

DBCs 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 table in Article 7.01, above, added to the Hourly Rate (including Hoepack). Overtime rates will not apply to the truck and trailer rate.

# 7.03.1 Compensation:

The DBC 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**

DBCs 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 DBC 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 DBC 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 DBC is working with a crew that is provided with a meal, the dependent contractor shall also receive a meal.

#### 7.07

DBCs will invoice the Company bi-weekly 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, an hourly amount specified by the Union from the rates specified in Article 7.01, to provide Health and Welfare coverage for Dependent Backhoe Operators and remit this amount to the Local 213 Electrical Workers' Welfare and Pension Plans by the 10th day of the month following deductions. The amount deducted may be amended by written notification from the Union.

# 8. Indemnity

The Company will indemnify and hold harmless DBCs from legal liabilities imposed upon them arising out of work performed by them directly relating to their contractual relationship with the Company. However, The Company 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 backhoe contractor. This Section does not negate the obligation of DBCs to obtain proper vehicle and business insurance.

# Form 1

# DEPENDENT BACKHOE CONTRACTOR/OPERATORS

BETWEEN:	
FortisBC Energy Inc	<b>.</b>
AND:	
Dependent Backhoe Contractor/Operator	
Address	
1. The Company agrees to retain the services of the backhoe contract described:	or/operator, named above, with backhoe hereafter
MAKE: MODEL:	
LICENCE NUMBER:	
Hoe Mount Side/Center	
Aux. Transport Truck/Trailer	
SIGNED THIS DAY OF	, 20
AT	, B. C.
WITNESS	
DBC	
THE COMPANY	

# APPENDIX B

# DEPENDENT DUMPTRUCK CONTRACTORS (Fraser Valley and Metro Units Only)

# 1. General Provisions

# 1.01 Application

The terms and conditions of this Appendix, (the "Appendix"), apply only to dependent dump-truck contractors ("DDCs"). All terms and conditions contained in other sections of the Collective Agreement, except definitions, are expressly excluded except as specified herein. Specifically, and without limiting the generality of the foregoing, DDCs are not 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 DDC 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 DDCs and, without limiting the generality of the foregoing, for the persons named in Section 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 DDC.

#### 2.03 Union Membership

The Company agrees that DDCs 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 DDC's 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 Section and, if there are insufficient earnings owing to a contractor in the period for which dues deductions should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that contractor and period.

#### 3. Grievances

**3.01** Grievances shall be processed in accordance with Article 6 of the main body of the collective agreement.

# 4. Technological Change

**4.01** The Company shall provide two (2) months' 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 DDC. A decision to replace DDCs 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 DDC, and shall accrue on a Unit basis only, i.e. 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	Fraser Valley
1. Roger Gladwell	
2.Tim MacLeod	
3.Torbio Zabala	

**5.02.1** Roger Gladwell and Tim McLeod 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 DDCs will be by Unit in reverse order of seniority. The last DDC hired will be the first DDC terminated.

**5.04** A minimum of thirty (30) days of notice will be required prior to termination of a DDC. 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.

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 DDCs 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.

- **5.04.2** If the DDC has reported to work at the regular starting time and is being laid off pursuant to 5.04.1, they 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 Unit seniority within each muster.
- **5.04.4** Layoffs of greater than five working days shall be in inverse order of seniority within each Unit.
- **5.05** A DDC'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 DDC 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 DDCs will occur in reverse order of reduction.

**5.08** Clause 6.04 in the main body of this collective agreement shall apply to DDCs

# 6. Hours of Work, Overtime and Headquarters

**6.01** DDCs 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 DDC 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 DDC 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 DDC and the Company. Such leave will be subject to workload requirements.

**6.04** When the DDC is working with a crew and that crew receives rest time, the DDC shall, at their option, receive the same rest time with pay.

**6.05** DDCs shall not be assigned a permanent headquarters. They shall report for work to any headquarters within their Unit 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, the DDC 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.

	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023
Single Axle Straight-time Hourly Rate	\$61.77	\$63.01	\$64.27	\$65.55	\$66.86
Single Axle Overtime Rate	\$92.67	\$94.53	\$96.42	\$98.35	\$100.31
Tandem Axle Straight-time Hourly Rate	\$80.88	\$82.50	\$84.15	\$85.83	\$87.55
Tandem Axle Overtime Hourly Rate	\$121.33	\$123.75	\$126.23	\$128.75	\$131.33

General wage increases received after April 1, 2010 by employees under Schedule A shall be applied to the hourly rate. The overtime rate shall be 150% of the applicable hourly rate.

**7.01.1** The DDC shall assume complete responsibility for the total cost of operation of the dump truck including the insurance on the equipment and all required licenses. DDCs are not responsible for cargo related costs such as dumping fees charged by dump site operators, and bridge tolls.

**7.01.2** DDC's may charge an additional \$5000 on their first invoice following the 3<sup>rd</sup> working day following official notice of ratification by the bargaining unit.

# 7.03 Special Attachments

If requested by the Company, special attachments may be installed on the dump trucks. Such attachments will meet normal industry standards and the installation of such equipment will not reduce the resale value of the dump trucks. The cost of these attachments and their installation, shall be borne by the Company, and their use shall not exceed the normal working capability of the dump truck.

**7.04** The provisions in Article 33.03 apply to DDCs.

**7.05** DDCs 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 DDCs, 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, DDCs will be required to perform secondary work from time to time.

**7.07.1** Secondary work includes any task which the DDC 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 Unit.

# 8. Indemnity

**8.01** The Company will indemnify and hold harmless DDCs from legal liabilities imposed upon them arising out of work performed by them directly relating to their contractual relationship with The Company. However, The Company 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 DDC. This Section does not negate the obligation of DDCs to obtain proper vehicle and business insurance.

# APPENDIX C

# DEPENDENT CONTRACTOR/ROUTER (Applies only to Victoria Unit)

# ARTICLE 1 GENERAL PROVISIONS

# 1.01 APPLICATION

All items and conditions set out in the Collective Agreement, except definitions, 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 1027 Langford Parkway, Langford, 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 their 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**

Grievances shall be processed in accordance with Article 6 of the main body of the collective agreement.

# 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.

	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022	April 1, 2023
Labour (Base Rate) Portion	\$41.91	\$42.75	\$43.60	\$44.48	\$45.37
Vehicle (Rate) Portion	\$10.00	\$10.20	\$10.40	\$10.61	\$10.82
Router Rate	\$46.07	\$46.99	\$47.93	\$48.89	\$49.87

General wage increases received after April 1, 2010 by employees under Schedule A shall be applied to the foregoing rates.

- **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.

(Original dated November 9, 1979)

#### **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.

A Joint Consultative Committee (JCC) comprised of three Union and three Company representatives shall meet a minimum of once per year in the second quarter for the purpose of reviewing the Company's work projections and the level of contracting out for the previous year. Part of this review shall be discussion of in-house versus contractor work. The Union's Assistant Business Manager and at least one Regional Manager shall attend the meeting.

(Originally dated January 12, 1995)

# **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 joint consultative committees as follows:

- 1. A JCC shall consist of up to three (3) management members, appointed by the Company, and up to three (3) Union members appointed by the Union. An equal number of members from the respective parties may be added, as agreed to by the parties.
- 2. The purpose of a JCC is to promote the cooperative resolution of workplace issues, to anticipate, respond and adapt to changes in the Company'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. A 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. A JCC shall approach issues from a "mutual gains" perspective;
- 6. A JCC is not a substitute for the grievance procedure.

A JCC shall meet a minimum of once per year for the purpose of reviewing the Company's work (activity) projections. Part of this review shall be discussion of in-house versus contractor work.

Employee-members of a JCC shall continue to receive their regular, straight time wages for all time associated with JCC work, and the Company shall pay straight time equivalent for travel time and reimburse travel and accommodation costs for those travelling to a JCC meeting.

(Combined LOU NO. 38, originally dated June 17, 1998 and signed by F. Green and R. Dowling, and LOU NO.54A, originally signed by F. Scherubl and R. Loski and included in the 1999-2001 Collective Agreement)

#### **Job Site Mustering**

For an employee to commence job-site mustering requires mutual agreement in writing between the employee, the Union and the manager. It will normally occur only in situations where there is a demonstrable increase to an employee's effectiveness in performing their job.

- 1. The agreement to job-site muster is voluntary, subject to Article 28.03 and except for cause including paragraph 11 below, cannot be cancelled on less than 120 days of notice by the manager or job site mustered employee.
- 2. An employee choosing job-site mustering will take a Company vehicle home, park it in a location approved by the Company and travel on their own time to and from their first and last call within a 20 km radius from the employees residence. If their first or last job is beyond the 20 km radius, the extra distance is traveled on Company time.
- 2.1 For purposes of the *Workers Compensation Act*, the Company accepts a job-site mustered employee is at work from the time and location at which he departs from and returns to the route he would take to and from a muster point within their headquarters if he were not job-site mustered.
- 3. To ensure adequate coverage, if a job-site-mustered employee relocates their residence subsequent to entering into job-site mustering, mutual agreement in writing between the employee, Union and manager (per the preamble) will be required to continue with job-site mustering.
- 4. No employee may job-site muster outside a designated Company service area.
- 5. All job site mustered employees accept responsibility for responding to after-hours call-outs and will normally make themselves available for such call-outs. 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. Except with written management approval, a Company vehicle must not be operated for personal use or to transport people or items, other than on Company 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 and cleaning of the vehicle (including washing).
- 9. The manager may require that the vehicle be returned to a Company compound for all absences exceeding three (3) calendar days.
- 10. When an employee will be commuting between their residence and a Company compound (muster) for three (3) or more consecutive days, they 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 their manager to return the Company vehicle and muster from the employees designated compound.

Re: Intra-Crew Relief – C&M Crews and Relief Pools (Coastal Region)

The following pertains to Intra-Crew Relief, C&M Crews and Relief Pools within the Coastal Region:

- 1. For the purpose of this LOU, Crew Composition for Construction & Maintenance (C&M) in the Coastal Region includes Construction & Maintenance Crews, and DA/DM/EODM Relief Pools;
- 2. C&M Crew pairings will be determined in the annual headquarters election process;
- 3. Relief for a C&M Crew will first be provided from within each Crew;
- 4. C&M Crews are Headquartered as a unit;
- 5. Crew Selection within the Construction Workforce:

In order to establish the crew match-up in the construction force a Headquarters preference sign up will be issued to all construction personnel annually (i.e., the annual election process in Article 28.03). The Crew Leader and DM/DA/EODM will be matched by selection preference based on classification seniority. The DM/DA/EODM will maintain the option of opting for the relief pool. The crew will then be assigned as a unit for work in their preferred Headquarters based on the classification seniority of the Crew Leader. Vacancies filled by members of the relief pool will be assigned based on classification seniority and Headquarters 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. Subject to and in accordance with Article 29.06, assignment to Headquarters not to the crews benefit (i.e. not closer to home) will be based on reverse seniority of the Crew Leader and at no cost to the Company.

# Administration of Benefits Repayment in the Event that the Funding Cap has been Surpassed

# The Company and the Union hereby agree:

- In the event that the cost of delivering the agreed suite of benefits surpasses the benefits funding cap of 7.78% of the reference year payroll the Company will reconcile/recover the funding deficit from employees. Employees will pay their share of the funding deficit through bi-weekly payroll deductions. Any such deductions will be an assignments of wages authorized by the Collective Agreement within the meaning of Section 22 (3) of the Employment Standards Act.
- 2. <u>Bi-weekly payroll deductions will commence on the first pay period of the year and conclude on the last pay period of the same calendar year.</u>
- 3. In support of this process the Company and Union agree to establish a subcommittee to meet in before the end of the second quarter (30 June) of each year to review the benefit cost data. It is recognized that the data reviewed will be from one year previous and if a deficit in benefit funding is identified employees will be advised of the amount of the deficit.
- 4. <u>In the event of disagreement between the Company and the Union regarding the amount of monies to be recovered should the benefits funding cap be surpassed the parties agree to submit their dispute to an expedited med/arb process for a decision which must be issued before the end of September.</u>
- 5. This letter of understanding will remain in the collective agreement until the Parties agree to amend or remove it.

# **Field Operations Assistant (FOA)**

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

## 1. Hours of Work & Scheduling

- 1.1 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.
- 1.2 An assigned regular schedule will be established by the company at the time of hire and will be for a minimum of two (2) weeks. Within an assigned schedule the days worked and the daily/weekly hours may differ due to operational requirements.
- 1.3 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.
- 1.4 A Manager may change an established schedule but must provide two (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.

# 2. Entitlements and Benefit coverage

- 2.1 Field Operations Assistants will accumulate service on the basis of regular hours worked.
- 2.2 Field Operations Assistants will receive the equivalent dollar amount as pay-in-lieu for Annual Vacation, and 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:
  - a. Each pay period as a bi-weekly payment; or
  - b. 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.
- 2.3 Field Operations Assistants will receive pay-in-lieu for Annual Vacation, and Holidays at the applicable rates noted below based on gross earnings:

Annual vacation 6, 8, 10 or 12% per Accredited Service

Holidays 4.8%

- 2.4 Field Operations Assistants will annually receive a 4% Power Credit in lieu of Choices Days, which can be allocated in accordance with the Flexible Benefits Plan options.
- 2.5 Subject to Article 12.02 of the collective agreement, a part-time regular FOA on either the *FortisBC Energy* (Vancouver Island) Inc. Employees' Retirement Plan or the FortisBC Energy Inc. Pension Plan for IBEW and MoveUP Members, subject to eligibility of the respective pension plans, will accrue pensionable service, which will be prorated based on regular hours worked.
- 2.6 The hourly wage rate for this position shall be as outlined in Schedule A Wages
- 2.7 Additional Compensation entitlement:
  - Standard Model Incentive Premium as per Letter of Understanding No. 72, and;
  - Employee Incentive Plan Corporate Scorecard measure portion only (prorated based on hours of work).

# 2.8 Post-retirement Benefits:

• Field Operations Assistants who were active Part-time Regular employees on July 1, 2012 shall be eligible for the ESHA Retirement Benefits Plan (Extended Health Care & Health Spending Account) provided they retire on an immediate pension and have 10 or more years of pensionable service.

(Originally signed by J. Marwick and G. Van Dyck on June 20, 2011. Amended February 28, 2012)

# Field Operations Assistant (FOA) – Mt. Hayes LNG Facility

Notwithstanding Letter of Understanding No. 66 (Re: Field Operations Assistant (FOA)), the parties agree that the position of Field Operations Assistant located at the Mt. Hayes LNG Facility may be posted as a full-time regular position.

Accordingly, the terms and conditions of employment generally available to full-time regular employees under the Collective Agreement will apply, except that:

- 1. 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.
- 2. A Manager may change an established schedule but must provide two (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.
- 3. Additional Compensation entitlement:
  - 1. Standard Model Incentive Premium as per Letter of Understanding No. 72, and
  - 2. Employment Incentive Plan (including both corporate scorecard and individual measures).

(Originally signed by R. Loski and J. Marwick, December 7, 2007. Amended May 7, 2014))

#### **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. 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 addition to the requirements set out in the CST-2 job description, a new CST (Tie-In) must also hold or have previously held a CST classification.
- 2. 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.
- 3. 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 CST 1 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 excluding CST shifts.
- 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.

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 they 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.

# **TGVI Adjustment Plan – Remaining Items**

Respecting the integration of employees form 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.

(Originally LOU #15 – Victoria Unit dated August 8, 1991, and signed by R. Dowling & D. Bell; Re-numbered in 2011)

This LOU is only applicable to those existing employees of FortisBC Energy (Vancouver Island) Inc. as outlined in clause 12.02.1 of the collective agreement.

### 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.

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.

# Distribution Assistant\* Progression to Distribution Mechanic

This letter is intended to establish a Distribution <u>Assistant</u> Progression program, <u>and provides</u> for a shortened period by which Distribution <u>Assistant</u> ("DAs") and <u>Equipment Operator Distribution Assistant</u> ("EODAs") may progress to the Distribution Mechanic ("DM") and <u>Equipment Operator Distribution Mechanic</u> ("EODMs") classification and rate of pay, <u>based on demonstrated competencies established by FortisBC.</u>

For the purposes of this LOU only, the parties recognize that it is the prerogative of the Company to determine the appropriate level of training and support to its employees and safety for customers, employees and gas distribution system and that the Company will provide adequate training and support to the DAs/EODAs, in order that they may successfully complete the Distribution Assistant program. Further, the parties recognize at the time of production of this LOU that regulatory agencies such as Technical Safety BC and/or Industry Training Authority are reviewing changes to the Gas Fitter certification programs.

# Therefore, the parties hereby agree:

- 1. Distribution <u>Assistants</u> ("DAs") <u>and Equipment Operator Distribution Assistants</u> ("EODA") will complete their Distribution <u>Assistant Progression in 24 months</u>.
- 2. A DA will start their progression at 75% of the DM rate, progress to 90% of the DM rate after 12 months. Provided all in-house evaluations and competencies are demonstrated and signed-off by a Trades Trainer, Distribution Service Agent and/or Crew Leader and Company designate DAs/EODAs will progress to the DM/EODM rate after 24 months. Equipment Operator Distribution Assistant ("EODA") will not progress until successfully completing third-party competency testing as an equipment operator.
- 3. After <u>24 months</u>, a DA/<u>EODA</u> will not be denied progression to the DM/<u>EODM</u> rate and classification due to lack of internal training opportunities and/or experience, which are not attributable to the employee.

\*All references to Distribution Apprentices (DA)/Equipment Operator Distribution Apprentices (EODA) in the Collective Agreement will now be known as Distribution Assistants (DA)/Equipment Operator Distribution Assistants (EODA).

(Originally signed by G. Van Dyck and J. Marwick on May 14, 2010. Amended February 28, 2012.)

# **Distribution Mechanic Assistants- Classification Seniority**

The Parties hereby agree that effective as of the signing of this Letter of Understanding\*:

1. All employees hired as Distribution <u>Assistant</u> (DAs) after January 3, 2007, who have become or subsequently become classified as a Distribution Mechanic (DM), shall be credited with their DA Classification Seniority date as of their DM Classification Seniority date, in the Unit they were originally hired into. In addition, DAs who complete their apprenticeships and thereby become DMs in a different Unit shall have DM Classification Seniority in that Unit and in any other Unit within which they were DAs as of their date(s) of transfer to such Unit(s) as a result of selections for bulletined DA positions.

#### Transfer to the Standard Model

This letter of understanding shall replace Appendix B of the 2006 – 2010 Memorandum of Understanding, and any subsequent letters of understanding.

- 1. All employees hired following ratification of the 2006 2010 Memorandum of Agreement shall be hired into the new "Standard Model" and receive all of the entitlements thereto, including the 3% Standard Model Incentive Premium, and the Employee Incentive Plan.
- 2. Employees who have not yet joined the Standard Model shall be afforded an election prior to the end of each calendar year to join the Standard Model effective January 1 of the following year.
- 3. Employees who remain on a Legacy Model who (through the posting and selection process) are selected or permanently bump into another Region or into the Victoria Unit, North Island Unit, or Sea to Sky Unit shall irrevocably transfer to the Standard Model, and receive all of the entitlements thereto, including the 3% Standard Model Incentive Premium and the Employee Incentive Plan.
- 4. Transfer to the Standard Model is irrevocable. This rule supersedes all other rules: once on the Standard Model, one remains on the Standard Model.
- 5. Standard Model Incentive Premium

Effective January 1, 2013, the Employee Savings Plan will be replaced by a 3% premium. The premium will only apply to full-time regular and part-time regular (minimum 18.57 hours per week) employees who are the Standard Model. The Company shall pay a premium of 3% of such employees' Base Rate wages.

On behalf of FortisBC Inc.:	On behalf of IBEW, Local 213:
Jeff Marwick	Gord Van Dyck
June 19, 2012	June 19, 2012
Date	Date

(Originally signed by J. Marwick and G. Van Dyck, July 2, 2009)

#### **Energy Solutions Positions - Victoria Unit**

The Parties hereby agree:

# **Confidential Assistant, Energy Solutions**

- 1. Bob Anderson intends on hiring a permanent Confidential Assistant in Victoria, B.C., who while occupying this position shall be excluded from the Union's bargaining unit. In the interim, for a period of up to 6 months, he may hire a temporary Confidential Assistant, who shall be excluded from the Union's bargaining unit. The Company will notify the Union of the respective name(s) of the temporary and permanent Confidential Assistant(s).
- 2. This arrangement is made without prejudice to the Union's representational rights, which the Company recognizes as including the right to represent the Company's office and clerical employees on Vancouver Island.
- 3. This arrangement shall not establish a precedent with respect to the manner in which the Parties will treat any same or similar positions in the future.
- 4. This arrangement will continue only for so long as Bob Anderson continues to be Manager, Residential and Commercial Energy Solutions, and while the successful candidate continues to be his permanent Confidential Assistant.

# **Energy Solutions Managers**

- 1. The Company intends on hiring up to two permanent Energy Solutions Managers located in the Victoria Unit, who shall be excluded the Union's bargaining unit. The Union agrees to waive any bargaining unit claim to these positions.
- 2. In exchange, the Company agrees to create and post one new full-time Sales Assistant level classification, included in the Union's bargaining unit.

(Originally signed by R. Loski and J. Marwick, January 25, 2008. Amended March 2011)

# **North Island Customer Service Technicians (CST)**

# The Parties hereby agree:

- 1. Greg Enns and Bob Rhinas (the "Employees") will continue to perform the duties they were performing prior to their reclassifications as Customer Service Technicians.
- 2. Customer service work is deemed to be the Employees' primary work.
- 3. The Employees will provide assistance to the construction department in order to achieve efficiencies and customer addition targets.
- 4. The Employees will not be required to take on the full scope of Crew Leader responsibilities.
- 5. The DSAs and/or CSTs in the affected towns will be the primary construction contacts and will be responsible for the day-to-day construction activities and administration.
- 6. If a customer service type call arrives while one of the Employees is acting in a construction capacity, the Employee be the one dispatched to attend to the call.
- 7. If employees are dispatched from a neighbouring headquarters, such employees will not perform customer service functions unless the Employees are fully engaged in customer service activities themselves.
- 8. At no time will the Employees be sent out of town to perform construction related activities.
- 9. Construction related activities are deemed to be "fill-in" type work and the Employees will not be primarily scheduled on construction crews.
- 10. The level of construction work performed by the Employees will vary from town to town.
- 11. If the level of construction activity rises to such a point where the Employees are performing construction work in excess of what is felt to be reasonable, a JCC will be constituted to resolve this issue

(Originally signed by G. Van Dyck and J. Marwick, October 8, 2009. Amended March 2011)

# North Island Customer Service Technicians (CST) – Addendum to LOU#75

In consideration of LOU #75; and of the additional employees who have since been added to two-employee towns where one of the incumbents is covered by LOU #75; and to ensure the original intent of the LOU #75 is preserved.

The Parties hereby agree to amend the LOU #75 as follows:

- 1. The Company may schedule a CST who is currently covered by LOU #75 to construction work for one (1) calendar week each calendar month.
- 2. While a CST covered by LOU #75 is performing such scheduled construction work, the Company may assign other CSTs in that town (or the DSA if applicable) to customer service work.
- 3. Except to the extent they conflict with this Agreement or are amended by this Agreement, all the terms and conditions of LOU #75 shall continue to have force and effect.

(Originally signed by G. Van Dyck and J. Marwick, November 26, 2008.)

# Paid Medical/Dental Appointments and True Bank

The Company and the Union agree to the following exceptions to the true banks principles:

- 1. Where an employee takes a one (1) hour paid medical/dental appointment leave in accordance with Article 16.07.1, and accordingly works seven (7) hours, they will be paid for an eight (8) hour day, but will not receive a true bank accumulation.
  - For Example, if an employee worked four (4) hours, took a one (1) hour paid medical/dental appointment, and returned to work for three (3) hours: they would be paid four (4) hours for the time worked, plus one (1) hour for the paid medical/dental appointment, plus 3 hours for the time worked. As such, they are paid for a full eight (8) hour day. However, because they took one (1) hour of paid medical/dental appointment leave, they did not earn the .5 hours toward the true bank.
- 2. Where an employee takes a one (1) hour paid medical/dental appointment leave in accordance with Article 16.07.1, followed by AV or other leave in the same day, they will be paid for a 7.5 hour day, but will not receive a true bank accumulation.
  - More specifically, they will be paid for the time worked, and one (1) hour for the paid medical/dental appointment, plus AV or other leave, for a total up to a 7.5 hour day.
    - For example, if an employee worked four (4) hours, took a one (1) hour paid medical/dental appointment, and took a three (3) hour AV or other leave: they would be paid four (4) hours for the time worked, plus one (l) hour for the paid medical/dental appointment, plus 2.5 hours of AV or other leave entitlement. As such they are paid for a 7.5 hour day. In this circumstance, either because they took AV or other leave, or because they took one (1) hour of paid medical/dental appointment leave, they did not earn the .5 hours toward the true bank.

(Originally signed by G. Van Dyck and J. Marwick on April 8, 2011. Amended February 28, 2012)

# **Reclassification of Certain Positions within Transmission Operations**

The parties hereby agree the following terms and conditions shall apply effective March 31, 2011:

1. The current job classifications (within Transmission Operations) listed on the following page will be eliminated and replaced with the corresponding amended and/or new job classifications, as incorporated into Schedule B - Job Descriptions of the renewed collective agreement, at the hourly rates of pay specified below. (Note that these rates are based on the April 1, 2010 Wage Scale.)

Current Job Classification	Amended/New Job Classification	Hourly Rate
Senior Pipeline Technician	Pipeline Service Agent	\$38.01
Welder 1	Pipeline Technician/ Welder	\$36.79
Pipeline Technician 1 Crew Leader/DM 1 Equipment Operator "P" Operations Technician	Pipeline Technician 1	\$34.22
Equipment Operator/Distribution Mechanic	Pipeline Technician/ Equipment Operator	\$32.67
Pipeline Technician 2 Distribution Mechanic/DM 2	Pipeline Technician 2	\$31.41
Pipeline Labourer (currently no incumbents)	Pipeline Labourer	\$29.26

- 2. Progression from one classification to another shall be by bulletin in accordance with the collective agreement. There shall be no automatic progression between classifications.
- 3. For the Pipeline Service Agent classification, selections for job bulletins shall be made giving equal weight to the each of the following six (6) factors:
  - a) Seniority;
  - b) Expertise;
  - c) Initiative;
  - d) Problem Solving & Results Orientation;
  - e) Customer Focus; and
  - f) Business Understanding & Alignment.
- 4. Classification Seniority within Transmission Operations will be established in accordance with Clause 7.01.4 of the collective agreement. Employees holding classification in the following job category shall be considered to hold classification seniority in the lower levels as specified below:

Category
Pipeline Service Agent
Pipeline Technician 1
Pipeline Technician/Welder
Pipeline Technician/Equipment Operator
Pipeline Technician 2
Pipeline Labourer

5. The following Transmission Operations incumbents shall have their current jobs reclassified, and accordingly establish a classification seniority date, as specified below:

Bill Friedrick	Pipeline Technician 1 – Coastal – FV	2008/09/15
Ted Kuhn	Pipeline Technician 2 – Coastal – FV	1988/07/11
Jeff Wicks	Pipeline Technician 2 – Coastal – FV	1993/11/05
Bruce Dayton	Pipeline Technician 2 – Coastal – FV	2002/01/02
Gene Gendron	Pipeline Technician 2 – Coastal – FV	2007/03/12
Brian Christianson	Pipeline Technician 2 – Coastal – FV	2007/04/10
Fred Young	Pipeline Service Agent – Vancouver Island	1991/07/01
Bruno Orliczek	Pipeline Technician/Welder – Interior	1993/03/16
Geoffrey Kirkpatrick	Pipeline Technician/Welder – Interior	2009/01/05
Willie Shostak	Pipeline Technician 1 – Interior	2006/06/05
Vincent Senger	Pipeline Technician 1 – Interior	2009/02/26
Doug Roller	Pipeline Technician 2 – Interior	2008/01/16
Randall Loski	Pipeline Technician/Equipment Operator- Interior	2008/04/25

- 6. In addition to the Classification Seniority Dates set out in paragraph 5 above, in recognition of Vincent (Bud) Senger's work as a Distribution Mechanic in Transmission prior to taking on the role of Operations Technician, Vincent (Bud) Senger will have a Classification Seniority Date for the classification of Pipeline Technician 2 of March 18, 1999.
- 7. The following current Transmission Operation incumbents from Vancouver Island shall maintain their current Pipeline Technician 1 (PT1) job classification seniority date:
  - Rob Sitler
  - Dave A. Wilson
  - Mike Nicholson

The PT1 job classification and description in Schedule B of the collective agreement shall apply to these incumbents.

- 8. The following current Transmission Operation incumbents from the Interior shall maintain their current Pipeline Technician 2 (PT2) job classification seniority date:
  - Brett Carlson

The PT2 job classification and description in Schedule B of the collective agreement shall apply to these incumbents.

9. The job classifications are available for use in any of Transmission Operations' geographic regions, based on operational requirements, regardless of whether the job classifications are currently in use in those regions.

Pressure & Measurement Technicians (PMTs); Pressure, Measurement & Controls Technicians (PMCTs); Commercial Customer Service Technicians (CCSTs); and Pressure & Measurement Controls Group Leader (PMCGL)

### 1. Pressure and Measurement Technician and Pressure and Measurement Apprentice

- 1.1 The Parties agree to replace the current classifications of SOT and System Operations Apprentice (SOA) respectively as PMT and Pressure and Measurement Apprentice (PMA). The SOT 18-month (SOT 18) rate progression will be eliminated.
- 1.2 The PMT is an entirely new classification. It is not the same as any prior classifications with the same name.
- 1.3 The Parties agree to the PMT and PMA job descriptions incorporated in Schedule B Job Descriptions of the renewed collective agreement.
- 1.3 The Parties also agree to create an internal Pressure and Measurement Apprenticeship Program to encourage the promotion of employees from within the bargaining unit.
- 1.4 The hourly rates of pay, based on those in effect in the 2006 2011 collective agreement for April 1, 2010, shall be:

PMT \$36.79 (after successful completion of Apprenticeship)

PMA \$34.51 (upon entry into the Apprenticeship Program)

- 1.5 Vacancy opportunities for the Pressure and Measurement Apprenticeship Program shall be bulletined in accordance with the Collective Agreement.
- 1.6 Successful employees will enter the apprenticeship program at the level of a PMA. After a total of 24 months of satisfactory performance, and subject to demonstrated ability and competency in the PMT job description, and subject to successful completion of post-secondary training in pneumatic and electronic process instrumentation equivalent to INST 240 at SAIT or six (6) credits in the Electrical and Electronics Technology curriculum at BCIT or another equivalent recognized post-secondary institution; a PMA shall progress to PMT.
- 1.7 The Company's Training Department shall develop an appropriate training program for PMAs. An employee shall not be denied progression due to lack of internal training opportunities that are not attributable to the employee.
- 1.8 Incumbent SOTs shall be reclassified as PMTs. Incumbent SOAs shall be reclassified as PMAs and shall receive their current rate of pay or the PMA rate whichever is the greater.
- 1.9 The Provincial Class A Gasfitters license is not an end rate requirement for progression from PMA to PMT. PMTs who wish to obtain a Provincial Class A Gasfitters license may apply to the company according to HR policy.
- 1.10 As there is no mid-step in the PMT progression, incumbent SOT 18 employees who do not currently meet the all the qualification requirements of a PMT are held at the SOT 18 rate until such time as they obtain those qualifications. These incumbent employees are not required to obtain the additional qualifications, but they will not progress past the SOT 18 rate without the additional qualifications.
- 1.11 Future PMTs shall establish classification seniority in the usual manner. An incumbent's classification seniority as PMT shall be the date of their classification seniority in their current SOT classification. An incumbent's classification seniority as PMA shall be the date of their classification seniority in their current SOA classification. Incumbent SOAs (e.g. SOAs & SOT 18s) will establish PMT classification seniority in the usual manner.

# 2. Pressure, Measurement & Controls Technicians (PMCTs)

- 2.1 The Parties agree to replace the current classification of Measurement & Controls Technician (MCT) with the PMCT classification. In addition, the PMCT classification shall entail a four-tier progression stream, and will align to an Industrial Instrumentation Mechanic (IIM) "Red Seal" Apprenticeship.
- 2.2 The PMCT is an entirely new classification. It is not the same as any prior classifications with the same name.
- 2.3 The Parties agree to the PMCT job description and Pressure, Measurement and Controls Apprentice (PMCA) progression criteria incorporated in Schedule B Job Descriptions of the renewed collective agreement.
- Only applicants demonstrating sufficient aptitude to successfully complete an IIM apprenticeship by means of a standardized aptitude test will be considered for PMCA selections. Selections for PMCTs and PMCAs shall be made by giving equal weight to each of the following six (6) factors: i) seniority, ii) expertise, iii) initiative, iv) problem-solving & results orientation, v) customer centric and vi) safety
- 2.5 In the instance whereby a PMT is selected into the PMCT progression and indentured as an IIM apprentice, the PMT's current rate of pay shall be red circled until such time as the candidate progresses in the IIM apprenticeship past the "red circled" rate of pay.
- 2.6 As an IIM "Red Seal" apprenticeship, the PMCT apprenticeship shall be supported by funding from the IBEW Training Trust Fund.
- 2.7 Based on the wage rates in effect in the 2006 2011 collective agreement for April 1, 2010, the PMCT hourly rates of pay shall be:

PMCT	\$38.01 per hour (after successful completion of apprenticeship)
PCMA 1	\$36.79 per hour (after successful completion of 3 <sup>rd</sup> year)
PMCA 2	\$34.51 per hour (after successful completion of 2 <sup>nd</sup> year)
PMCA 3	\$31.66 per hour (upon entry into the apprenticeship)

- 2.8 For external candidates into the PMCT job stream, the intent is for an external candidate with either a twoyear Technologist Diploma or Red Seal Journeyman Ticket in Instrumentation with no relevant natural gas experience to enter the PMCA 1 Level and be required to successfully pass a PMCT competency assessment after one year in order to progress to the PMCT rate.
- 2.9 Future PMCTs shall establish classification seniority in the usual manner. An incumbent's classification seniority as PMCT shall be the date of their classification seniority in their current MCT classification.

#### 3. Program Completion and Withdrawal

- 3.1 It is expected that a trainee or apprentice entering the PMT or PMCT job streams shall progress successfully to the PMT or PMCT level of skills respectively and the appropriate end rate.
- 3.2 A PMA or a PMCA 3 upon completion of their first year may not voluntarily withdraw from the respective PMT or PMCT Apprenticeship Programs.
- 3.3 If a PMA or PMCA 1, 2, or 3 fails to pass their post-secondary training in any one year of their trainee or apprenticeship program 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.
- 3.4 A PMA or PMCA 1, 2 or 3 who fails their post-secondary training twice within a given year of their apprenticeship or fails in any two years of their five-year program shall revert to their previously held position or an equivalent position in accordance with Article 4.02.1 of the Collective Agreement.
- 3.5 The Company may at its discretion, review any extraneous circumstances which may have prevented the successful completion of the post-secondary training and decide not to invoke 3.4, above.
- 3.6 A PMA or PMCA 1, 2 or 3 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.

#### 4. Commercial Customer Service Technician

- 4.1 The Parties agree that there is value in retaining Gasfitter "A" license skills and therefore shall replace the current classification of Commercial Sales and Service Technician (CSST) as a CCST.
- 4.2 The Parties agree to the CCST job description incorporated in Schedule B Job Descriptions of the renewed collective agreement.
- 4.3 Based on the wage rates in effect in the 2006 2011 collective agreement for April 1, 2010, the hourly wage rate for the CCST shall be \$37.53.
- 4.4 Incumbent SOTs with Provincial Class A Gasfitters licenses or Natural Gas and Petroleum Technology Diplomas shall be reclassified as CCSTs and their SOT Classification Seniority shall be replaced with equivalent CCST Classification Seniority.
- 4.5 Future vacancy opportunities for the CCST shall be bulletined in accordance with the Collective Agreement.

### 5. Pressure, Measurement & Controls Group Leader

- 5.1 The Parties agree to replace the current Measurement Group Leader (MGL) classification with the Pressure Measurement & Controls Group Leader (PMCGL) classification. This classification only exists on Vancouver Island.
- 5.2 The Parties agree to the PMCGL job description to be incorporated in Schedule B Job Descriptions of the renewed collective agreement.
- 5.3 Based on the wage rates in effect in the 2006 2011 collective agreement for April 1, 2010, the hourly rates of pay for the PMCGL shall be \$41.81.
- 5.4 An incumbent's classification seniority as PMCGL shall be the date of their classification seniority in their current MGL classification.

### 6. Miscellaneous

6.1 It is agreed that no incumbent SOA/SOT or MCT shall be laid off as the result of the introduction of the changes outlined in this Letter of Understanding.

# Reclassification of System Operations Apprentices – 18 months ("SOT 18s")

The Company and the Union have negotiated Letter of Understanding No. 78 replacing the SOT and SOA classification with a new classification of PMT and PMA. Part of this Agreement outlines the conditions for reclassification. The Company and the Union have agreed to eliminate the SOT 18 month rate progression.

The Incumbent SOT's 18s who do not currently meet all the qualifications of a PMT are held at the SOT 18 rate until such time as they obtain those qualifications.

The Incumbent SOTs with Provincial Class A Gasfitters licenses or Natural Gas and Petroleum Technology Diplomas shall be reclassified as CCSTs and their SOT Classification Seniority shall be replaced with equivalent CCST Classification Seniority.

The Company and the Union agreed that the Provincial Class A Gasfitters license is not an end-rate requirement for progression from PMA to PMT.

The Company and the Union recognizes that this reclassification had unintended consequences for incumbent SOT 18s who currently have their A tickets which was a requirement to progress to SOT.

The Parties hereby agree that the following incumbent SOT 18s who currently have their A tickets will be reclassified to CCST's after they complete a total of 24 months of satisfactory performance and subject to demonstrated ability and competency as an SOT.

NAME	CLASSIFICATION	SOT 18 DATE	CCST DATE
Jim Jensen	SOT - 18	December 7, 2011	June 7, 2012
Frank Perozzo	SOT - 18	March 12, 2012	September 12, 2012
Bimal Singh	SOT - 18	February 3, 2012	August 3, 2012
Kelly Simmons	SOT -18	December 21, 2011	June 21, 2012

The CCST classification for the employees listed above will be the date they have achieved their 24 months i.e. the CCST date listed above.

# **Overtime Meals and Beverages**

The Parties have agreed to simplify the existing overtime meals and beverage break language by placing the language from Article 33.03 into the following tables.

# **Overtime Meals**

Name	Description	Meal Break			
		Eligibility Critera	Interval	Duration	Paid Meal
Prior to and continuation of the regular work day	This would cover the extension of the regular work day where an employee was not given 48 hours' notice (1)	Overtime must extend 2 hours beyond regular work day	Meals to then be provided at 4 hour intervals (i.e. at 2 hrs, 6 hrs, etc) <sup>(2)</sup>	30 mins at OT rate (2)	Company provided or max of \$15, 25 or 40 all inclusive (2, 3)
Call-Out	This would cover all call-outs where an employee is called upon outside of their regular work day without 48 hours' notice. (1)	Overtime must extend beyond 4 hours.	Meals to then be provided at 4 hour intervals (i.e. at 4 hrs, 8 hrs, etc) <sup>(4)</sup>	30 mins at OT rate <sup>(2)</sup>	Company provided or max of \$15, 25 or 40 all inclusive (2, 3)
Scheduled Overtime	This would cover all overtime scheduled where the employee was provided 48 hours' notice.	Employees to provide their own meals except Company will provide a meal at \$40 all inclusive where an employee works a double shift.	One time only	30 mins at OT rate <sup>(2)</sup>	Employees to provide their own meals except Company will provide a meal at \$40 all inclusive where an employee works a double shift.

# **Overtime Beverages and Beverage Breaks**

Name	Description	Beverages and Beverage Break			
		Eligibility Critera	Interval	Duration	Paid Beverage
Prior to and continuation of the regular work day	This would cover the extension of the regular work day where an employee was not given 48 hours' notice (1)	Job must be reasonably expected to extend 2 hours beyond regular work day.	The beverage break is to be taken at a reasonable interval between start of OT and OT meal break. Additional breaks to be taken at 2 hour intervals. (4)	15 mins on the job site	Company provided or max of \$5 all inclusive per beverage break. (5)
Call-Out	This would cover all call-outs where an employee is called upon outside of their regular work day without 48 hours' notice. (1)	Job must be reasonably expected to extend beyond 2 hours	The beverage break is to be taken after 2 hours of OT. Additional breaks to be taken at 2 hour intervals. (4)	15 mins on the job site	Company provided or max of \$5 all inclusive per beverage break. (5)
Scheduled Overtime	This would cover all overtime scheduled where the employee was provided 48 hours' notice.	Employees to provide their own meals except Company will provide a meal at \$35 all inclusive where an employee works a double shift.	There is no entitlement to paid beverages or beverage breaks.  Employees are entitled to rest breaks for the extra shift as per Article 23.01		

#### Notes

- Call-outs hours are not connected to the regular work day. Eligibility for meals, breaks and beverages for hours
  worked before the shift is no different than if the additional hours were worked after the shift. The 48 hour
  notice requirement is applicable to overtime meals and beverages and does not replace other collective
  agreement notice provisions.
- 2. Employees working overtime who work beyond their last earned meal break in order to complete a job can claim one-half hour at their overtime rate in lieu of a missed meal and meal break. Employees must turn in a meal receipt for each meal to be refunded/reimbursed.
- 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 of supervisor may authorize a meal away from the job site. Employees must turn in a meal receipt for each meal to be refunded/reimbursed.
- 4. Employees are not entitled to compensation for missed overtime beverages or beverage breaks. Employees are not entitled to take beverage and meal breaks at the same time (i.e. "no stacking"). After an employee has taken a meal break, they will be entitled to a beverage break 2 hours after the meal.
- 5. Beverage means any non-alcoholic, drinkable liquid. Beverages are to be provided for employees at the worksite at 2 hour intervals.

# **Liquefied Natural Gas**

WHEREAS, the Company is entering into the business of production and sale of LNG.

AND WHEREAS it is constructing new LNG production facility(s) for this purpose.

AND WHEREAS participation in, and contribution to, the success of the Company's new LNG production business is in the best interests of both Parties.

AND WHEREAS the viability and success of this new business is subject to unique challenges associated with the LNG business including the need to provide a continuous and uninterrupted supply of LNG fuel to its customers.

#### THEREFORE THE PARTIES AGREE AS FOLLOWS:

To ensure a continuous and uninterrupted supply of LNG, in the event of any labour dispute, including any dispute between them as well as any dispute or picketing involving other parties, the Company and the Union agree as follows:

- 1. that all operations of LNG facilities, including ancillary and supporting operations (i.e. those operations that support the continuous and uninterrupted supply of LNG to customers including, but not limited to, operations such as compression, transmission, pressure control, dispensing, etc...), are deemed to be Essential Services; and
- that there will be no picketing at LNG facilities; however, the Union may engage in informational
  activities as permitted under Section 64 of the Labour Code. The Union will ensure unimpeded access
  routes to and from the LNG facilities are maintained at all times so as not to disrupt the continuous
  supply of LNG to customers.

It is expressly agreed that this Letter of Understanding will continue in effect notwithstanding the termination of the collective agreement under Article 1.05 and will apply in addition to any other essential service levels set pursuant to any Labour Relations Board order.

This Letter of Understanding shall be suspended in the event of a labour dispute between these parties where lockout notice under Section 61 of the Labour Code is served by the Company prior to any strike activity or strike notice being served by the Union.

### Recognition of the IBEW, Local 213

The Company agrees to extend the scope of the IBEW, Local 213 collective agreement and bargaining unit to cover the new Tilbury Island LNG production facility (including any subsequent expansions of the facility provided that the expansion is owned by the Company or its parent) following completion of construction and commissioning of the facility.

# **Satellite LNG Fueling Facility Maintenance**

The Company agrees that, upon the expiry of its existing maintenance contracts, it will utilize bargaining unit employees to perform routine maintenance of satellite fueling facilities subject to the following:

- the facilities are owned by the Company;
- there are bargaining unit employees that are willing, qualified and capable (or could become capable through training provided the employee possess the requisite trade qualifications) of performing the routine maintenance; and
- the facilities are within the current distribution service territory.

# **Tilbury LNG Production Facility Operation and Maintenance**

The Parties agree that it is the intent of this Agreement to utilize bargaining unit employees to perform routine maintenance and to operate the facility. The Parties recognize the need to rely on external labour for work related to warranty repairs and maintenance, major shutdowns and specialized functions beyond the scope of the current bargaining unit.

#### **Eagle Mountain Voluntary Recognition**

The Company agrees to extend the scope of the IBEW, Local 213 collective agreement and bargaining unit to cover the Eagle Mountain V1 Compressor Station.

The 5 incumbent Compressor Technicians will be notified of the change. Each Compressor Technician will be given the opportunity to remain as an excluded employee or to join the IBEW, Local 213.

Should an employee choose to join the IBEW, Local 213, all terms and conditions of the Collective Agreement will apply.

Should an employee choose to remain excluded, the Company will pay an amount equivalent to union dues on behalf of the excluded employee.

On a go forward basis, all Compressor Technician bulletins will be within the IBEW, Local 213 bargaining unit.

(Originally signed by R. Ghuman and S. Chiu on December 11, 2015)

#### Re: LNG Electrical and Instrumentation Technician 1 and 2 Classification

The Parties hereby agree that the attached job descriptions and wage rates for the Electrical and Instrumentation 1 and 2 are added to the Collective Agreement, Schedule A (wages) and Schedule B (job descriptions).

#### LNG ELECTRICAL & INSTRUMENTATION TECHNICIAN\*

\*entry level is Level 2 and progression (as defined below) is Level 1

#### **Duties & Responsibilities:**

- Perform duties associated with electrical, instrumentation and controls related to and/or located at designated Liquefied Natural Gas (LNG) facilities, including but not limited to, the installation, programming, activation, troubleshooting, operation and maintenance of electrical, electronic, instrumentation, control, communication, and computer equipment.
- 2. Develop and maintain predictive analysis and preventative maintenance schedules. Prepare and provide comprehensive documentation of construction, inspection, commissioning, operation and maintenance work.
- Maintain knowledge, skills and abilities in changing technology as it relates to equipment installed and/or available for LNG facilities.
- 4. Provide direction to other employees and/or external contractors as it relates to work performed at or in support of the plant.
- 5. Provide input into project planning as it relates to work performed at or in support of the plant and be responsible for execution of such plans.
- 6. May be required to provide on call/standby coverage.

### **Qualifications:**

- 1. Completion of an Instrumentation and Control Technician (Industrial Instrument Mechanic) Certification of qualification, or Instrument Technologist **AND** an Industrial Electrician Certificate of qualification.
- Minimum of three (3) years of experience as an industrial Electrician in areas including, but not limited to 480V and higher; UPS systems for critical industrial infrastructure; supporting high voltage Substation equipment; supporting maintenance programs for electric drives and MCC's; and CSA Canadian Electrical Code;
- 3. Minimum of three (3) years of experience with process plant equipment including, but not limited, to supporting DCS and PLC systems; process control logic programming; maintenance of pressure, temperature, level and flow instrumentation; supporting fire and gas detection systems; and supporting industrial ESD and interlocks.
- 4. Familiarity with current technological advancements in the areas of instrumentation, electronics and computer application as it relates to these fields.
- 5. Ability to obtain and maintain a Field Safety Representative A certification.
- 6. Demonstrated safe work habits and adherence to safety regulation and practices including codes, standards, procedures, etc.
- 7. Demonstrated ability to make timely and appropriate decisions.
- 8. Demonstrated ability to establish and maintain effective working relationships.
- 9. Demonstrated ability to communicate effectively in verbal, written and electronic form.
- 10. Demonstrated organizational skills.
- 11. Demonstrated ability to work independently and without direct supervision.
- 12. Demonstrated ability to work effectively in a team environment

# **Progression to Electrical & Instrumentation Technician 1:**

An Electrical & Instrumentation Technician 2 will progress to an Electrical & Instrumentation Technician 1 upon the completion of the following:

- 1. Two (2) years of experience as an Electrical & Instrumentation Technician 2 or equivalent experience at an LNG facility.
- 2. Demonstrated competency in all of the Electrical & Instrumentation Technician 2 qualifications.

# Pay Rates:

Classification	Hourly Rate
Electrical & Instrumentation Technician 2	\$44.49
Electrical & Instrumentation Technician 1	\$45.07

(Originally signed by R. Ghuman and D. Slater on May 31, 2016. Amended June 30, 2021)

Re: EODA Job Description and Order of Selection

1. The Parties hereby agree to the following new job description:

Equipment Operator- Distribution <u>Assistant</u> Job Description:

# Duties & Responsibilities:

- An EODA will complete a Distribution Mechanic ("DM") "apprenticeship" and progress to the EODM classification.
- An EODA will function as an E01 in every respect, and will operate
  equipment associated with the E01 classification and other equipment of
  similar or lesser complexity.
- 2. The rate of pay for this position shall be 34.95 (effective April 1, 2016).

(Originally signed by R. Ghuman and D. Slater on July 6, 2016)

### Re: Co-operative Education Students

The Parties hereby agree to the following conditions with respect to hiring of students under a Co-operative Education Program.

- 1. The Co-operative Education program is a model of education involving the student, academic institution and the Company in an exchange of knowledge and practical work experience for mutual benefit.
- 2. It is the intent of the Parties to support Co-operative Educational programs by providing opportunities for students to complete the work experience requirements of their respective programs which supports our communities and our future workforce.
- 3. A Co-op Student is a student who is enrolled as an undergraduate in a Co-op program at a recognized Technical School, College or University at all times during the period of employment.
- 4. FortisBC will ensure that any co-op student will have an employment period not to exceed four (4) continuous months. The employer may request from the Union an extension with regards to an educational institution program requiring such extension. The union will not reasonably deny such request. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
- 5. Co-op positions shall not be subject to the job posting procedures in the Collective Agreement.
- 6. Co-op Education Students will not be entitled to apply for regular or temporary IBEW Local 213-affiliated bulletined positions.
- 7. All Co-op students will be required to become and remain IBEW Local 213 members for the duration of their work term
- 8. IBEW Local 213 will be advised of the student's name, position and department prior to placement.
- 9. Co-op Students shall be paid basic entry rate (student rate) for all work performed and will be entitled to pay in lieu of vacations.

(Originally signed by R. Ghuman and D. Slater on September 29, 2016)

Whereas the Company is interested in enhancing the delivery of training to employees by transitioning to a more focused and committed approach to the trades training system, and

Whereas the Parties do not wish to change the expectation that all employees may be called upon to share their knowledge and experience by instructing, advising or otherwise directing other employees in aspects of their duties, responsibilities and skills, and

Whereas the Parties agree that the distinction between the above and the duties of a Trades Trainer is that trades training is an organized and scheduled activity whereby pre-determined curriculum related to the trade is delivered by designated Trades Trainers in the field or classroom setting.

Therefore, the Parties hereby agree as follows:

1. Add the following revised job description to the Collective Agreement:

#### **Trades Trainer**

Assignments to Trades Trainer shall be on a regular or temporary basis.

# Duties & Responsibilities:

- 1. Participates in the delivery and assists management in the development of trades training programs; attends Trades Trainer development workshops to acquire, maintain and/ or enhance training techniques, related work methods, procedures, standards and practices.
- 2. Delivers assigned trades training to employees, contractors, and others in field locations.
- 3. Provides support to training program activities; distributes and watches over the completion of tests and practical examinations by participants, identifies and refers problems/ issues to managers.
- 4. Demonstrates safe work habits and adherence to safety regulations and practices in the performance of training and work related activities; identifies and reports related issues to managers.
- 5. May be required to provide established training in a classroom, lab or field setting.
- 6. Able and willing to travel out of town.
- 7. Trades Trainers shall perform other duties and responsibilities as assigned by their manager.
- 8. A full-time regular Trades Trainer shall be paid at the Trades Trainer rate of pay. A temporary Trades Trainer shall be paid the Trades Trainer rate of pay subject to the following:
  - 1. They have been selected on a bulletin as a temporary Trades Trainer, and
  - 2. They are assigned as a Trades Trainer and performing the work of a Trades Trainer

#### **Qualifications:**

- 1. Demonstrated competence and subject matter expertise in one or more field based skills and related tool and equipment use and maintenance.
- 2. Demonstrated ability to deliver training programs to a group or individuals.
- 3. Demonstrated written communication and oral presentation skills, including the ability to share knowledge and skills with others.
- 4. Computer literacy and familiarity with MS Office including Excel, PowerPoint, and Word.
- 5. Valid BC Driver's License.

#### Personal Attributes:

- 1. Demonstrates enthusiasm and interest in trades training
- 2. Displays a genuine interest in the student's learning needs and growth
- 3. Embraces change and fosters a positive learning environment
- 4. Possesses self-confidence and patience

- 2. Amend Article 8.01.1.5 (b) to include the Trades Trainer job description.
- 3. The hourly wage for the Trades Trainer shall be \$42.81 (April 1, 2016 rate), on a go forward basis is subject to general wage increase per the collective agreement.
- 4. It is understood by the Parties that this Letter of Understanding does not alter the Company's right to schedule any regular or temporary Trades Trainers to perform training at its discretion.
- 5. The Parties agree that:
  - a) Bulletins for regular and temporary Trades Trainers shall be posted pursuant to Article 8.
  - b) For temporary positions, Article 8.02.3 shall not apply.
  - c) Temporary vacancies will be awarded in accordance with article 8.02.2.2.
- 6. Relief Instructor positions shall be converted to Relief Trades Trainer positions.

(Originally signed by R. Ghuman and J. Louden on March 14, 2017)

# Re: Temporary Distribution Assistants - Interior

The Temporary Distribution <u>Assistants</u> (TDA) Program is designed to increase internal capacity in support of completing work during the shortened Interior Region construction season. The educational and training portion of the TDA program is focused on a combination of classroom, on-line and on-the-job training and mentoring.

The Parties hereby agree to the following:

- 1. The term of employment for a TDA will be no more than 8 months in duration unless mutually agreed between the Parties.
- 2. A TDA's cumulative service will count towards the progression of DA pay in accordance with LOU 70 of the Collective Agreement. Accordingly, this cumulative service for the purposes of determining their rate of pay will apply if a TDA is hired into a regular DA position.
- 3. A TDA's cumulative service will count towards their probationary period and will be pro-rated towards this period, should a TDA be hired into a regular DA position.
- 4. TDA's who have been hired for more than one construction season will be considered for bulletined positions before external hires, while they are employed with the Company.
- 5. This Letter of Understanding can be terminated by either Party with a minimum of twelve month's written notice.

(Originally signed by R. Ghuman and C. Cornell on May 25, 2017)

# Re: Pregnancy & Parental Leave

The Parties hereby agree to the following conditions with respect to Pregnancy and Parental Leave.

### Pregnancy Leave

- 1. An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C. During the pregnancy leave of absence, the B.C. Medical Services Plan, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees have the option of prorating the reimbursement amounts over the period of six months.
- 2. Employees requesting both pregnancy and parental leave must apply for them both at the same time.
- 3. No less than thirty (30) days prior to the commencement of the leave, the employee must notify her manager (or designate) of the start date for the leave, the number of weeks leave they intend to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- 4. The period of leave can be shortened after commencement of the leave upon a further thirty days' notice.
- 5. Any extension of leave beyond the total leave of <u>78</u> weeks (pregnancy and parental together) will be at the sole discretion of the company. There will be no annual vacation accrual during any such extension period.

# Parental Leave

1. To request parental leave only, an employee must notify their manager in writing no less than 30 days prior to the commencement of the leave. The notice must include the start and end dates of the leave. During the parental leave of absence, the B.C. Medical Services Plan, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying their share, if any, of the costs. Employees have the option of prorating the reimbursement amounts over the period of six months.

- 2. If this leave is in conjunction with the pregnancy leave, notice must have been received at the same time the pregnancy leave was requested.
- 3. An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B.C as follows:
  - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to <u>61</u> consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise;
  - ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event; and,
  - iii) for an adopting parent, up to <u>62</u> consecutive weeks of unpaid leave beginning within 78 weeks after the child is placed with the parent.
  - iv) Extended parental benefits are available for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 weeks and must be claimed within a 78-week period (18 months) after the week the child was born or placed for the purpose of adoption. The two parents can share these 61 weeks of extended parental benefits.

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

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

# PREGNANCY LEAVE DISABILITY

- 1. The parties agree that regular employees who are on pregnancy leave and who have given birth to a child shall receive a six-week EI top-up as follows:
- 2. Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee's last working day prior to commencing pregnancy leave.

- 3. The top-up shall be to 70% or 100% of regular earnings (per the employee's entitlements under Article 16.02) and shall commence with the date of birth.
- 4. Regular earnings for purposes of this Article are defined as the employee's base rate earnings for their regular job (not necessarily the job they are in when commencing pregnancy leave) and do not include any premium payments.
- 5. The company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances in other words, an employee is not entitled to a greater 'sick leave' benefit under this Article than they would be for any other disability.
- 6. The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- 7. The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- 8. Employees can expect a delay of several weeks in obtaining the documentation from El, and therefore should expect to receive some or all of the FortisBC top-up retroactively.
- 9. Should the employee's birth-related disability continue beyond the six-week top-up period, the company will continue the appropriate top-up amount for so long as the birth-related disability continues, or until EI entitlements are exhausted, or until 'sick-leave- equivalent' entitlements are exhausted (per Paragraph e, above), whichever first occurs.
- 10. The disability-related portion of the pregnancy leave is considered part of the term of pregnancy
- 11. Should the employee continue to be disabled as a result of complications from the childbirth at the end of the pregnancy leave period, the LTD provider's 15-week waitingperiod is deemed to run concurrently with the employee's pregnancy leave from the date of childbirth.
- 12. The FortisBC claims management process will be used to assess all medically-related absences except for the six-week period immediately following the date of childbirth. Absences immediately following this six-week period will not be subject to the normal five-day waiting period for claims management
- 13. The employee is not eligible for paid sick leave allowances for a disability not related to childbirth unless the disability was pre-existing to the period of pregnancy leave.

For the purposes of this LOU, a temporary position is defined as a position within the duration of one partial day and a maximum duration of 18 months unless otherwise specifically agreed by the parties.

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.

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

The parties recognize that the LOU would be subject to change in the event of provincial or federal regulations or statute changes.

Bargaining Representatives of: Bargaining Representatives of:	
The Company	The Union
DocuSigned by:	R. 05B
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Craig Cornell, FortisBC	Ryan Osborne, IBEW 213
E-SIGNED by Arlette La Freniere on 2021-06-23 13:07:35 PDT	E-SIGNED by David Craig on 2021-06-23 14:40:02 PDT
Arlette La Freniere, FortisBC	David Craig, IBEW 213
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Dated this 23 day of June, 2021

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