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**Qualifications (Must Have):**

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.
  - b. 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.

**Qualifications (Must Have):**

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 his or her 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.

**Qualifications (Must Have):**

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 his 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 his/her log book; registered with the Boiler and Pressure Vessels Branch of B.C.

**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 as-builts 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:

1. 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.

**Qualifications (Must have):**

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 4<sup>th</sup> 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 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<sup>st</sup> & 2<sup>nd</sup> 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.

### **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 him and shall work with tools. He shall carry out minor maintenance and modification to buildings and their utilities of a general nature other than where prohibited by codes.

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

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

**Qualifications (Must Have):**

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 his direction.

**SHOP ASSISTANT**

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

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

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

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

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

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

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

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

**SHOP MECHANIC 1 (BUILDINGS & UTILITIES)**

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

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

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

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

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

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

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

**SHOP MECHANIC 2 (BUILDINGS & UTILITIES)**

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

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

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

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

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

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

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

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

**Qualifications (Must Have):**

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

**Other Considerations:**

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

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

### **SHOP MECHANIC 3 (BUILDINGS & UTILITIES)**

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

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

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

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

Drives company vehicles as required.

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

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

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

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

### **SHOP MECHANIC 1 (MACHINE SHOP)**

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

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

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

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

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

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

Shall act as Lead Hand when authorized.

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

Management will determine where Lead Hands are required.

No seniority will accrue.

### **SHOP MECHANIC 2 (MACHINE SHOP)**

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

Shall direct the work of Shop Assistants when assisting him.

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

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

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

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

### **SHOP MECHANIC 1 (PREFAB SHOP)**

A Shop Mechanic 1 shall be required to construct, fabricate, assemble, disassemble, alter, test and repair all types of Industrial/Commercial/ Residential meter sets, manifolds, and piping assemblies and shall bench test and adjust regulators and confirm function. Shall use manual and power operated tools, equipment and machinery. Shall use oxyacetylene equipment to heat pipe and fittings for alignment during the assembly of meter sets. 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 Licence 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 his 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 his previously held classification.

**Qualifications (Must Have):**

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

**SHOP MECHANIC 1 (WELDING SHOP)**

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

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

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

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

**SHOP MECHANIC 2 (WELDING SHOP)**

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

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

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

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

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

**Qualifications (Must Have):**

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

3. Ability to acquire a thorough knowledge of theory and operation of tools and equipment relating to the distribution system.
4. Ability to become proficient in the use of hand and power operated tools required in maintaining and overhauling mechanical equipment.
5. Ability to become proficient in carrying out complete overhaul of gasoline motors, pumps, pneumatic tools, line stopper equipment, and other tools used on the gas system.
6. Ability to become proficient in interpreting work orders, mechanical drawings, sketches and written instruction and record work done.
7. Initiative and sense of responsibility.
8. Ability to work independently and maintain a high level and quality of performance.

**Other Considerations:**

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

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

**STORES LEADER**

(Replaces Stores Foreman and Material & Equipment Man)

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

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

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

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

**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 pick up and delivery of tools, equipment, materials and debris or spoil to and from the various worksites, muster points, and operations centres.

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

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

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

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

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

#### **WAREHOUSE & DELIVERY LEADER**

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

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

**WELDER 1 (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 his/her log book; registered with the Boiler and Pressure Vessels Branch of B. C.; and must be able to obtain Company oxy-acetylene welding ticket. Will be responsible for running a crew for the installation and maintenance of transmission and distribution mains and services, regulator and meter sets. Will be responsible for making as-built drawings and completing the routine reports called for in his day-to-day work.

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

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

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

**YARD FOREMAN - (METRO)**

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

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

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

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

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

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

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

**Qualifications (Must Have):**

1. Demonstrated safe work habits and adherence to safety regulations and practices on a sustained basis.
2. Must have safe driving record and be able to pass the Company driving tests.
3. Mechanical aptitude.
4. Practical experience in the use of wheeled material handling equipment, mobile cranes, front end loaders, forklifts, dump trucks, etc. Must have experience in basic preventive maintenance of these units.
5. Demonstrated work leadership ability.
6. Demonstrated good written and oral communication.
7. Initiative and sense of responsibility.
8. The ability to work independently under general direction and maintain a high level of quality of performance.

## **APPENDIX A**

### **DEPENDENT BACKHOE CONTRACTORS (“DBC’s”) (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 his 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 month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for a dependent backhoe contractor.

### **4.02**

In the event there is a dispute relating to this Article, the matter may be submitted as a grievance at the immediate Manager's level of the grievance procedure for resolution.

## **5. Seniority**

### **5.01**

Seniority shall accrue on a 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**

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

#### **5.04.2**

DBC's 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, he shall be paid no less than four (4) hours at straight-time rate for the day.

#### **5.05.2**

Layoffs of up to five (5) working days shall be in inverse order of 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 he has 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**

DBC's 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 his 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	2012	2013	2014
Hourly Rate (including Hoepack)	\$78.75	\$80.00	\$81.75
Hourly Rate Truck & Trailer	\$7.50	\$7.50	\$7.50
Total (both) Hourly Rate	\$86.25	\$87.50	\$89.25
Overtime Rate	\$105.00	\$105.00	\$109.00
Hourly Rate* (Including Dump truck & Equipment)	\$90.22	\$91.12	\$93.12
Overtime Rate (Including Dump truck & Equipment)	\$105.00	\$105.00	\$109.00

**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. 4.4%) on their hourly rate schedule.

**7.03**

DBC's 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**

DBC's 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**

DBC's 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.

AND:

Dependent Backhoe Contractor/Operator \_\_\_\_\_

Address \_\_\_\_\_

1. The Company agrees to retain the services of the backhoe contractor/operator, named above, with backhoe hereafter described:

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

LICENCE NUMBER: \_\_\_\_\_

Hoe Mount Side/Center \_\_\_\_\_

Aux. Transport Truck/Trailer \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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) month's notice in writing to the Union of its intention to introduce any technological change which will result in a termination of the contract for services for a 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, ie. Metro and Fraser Valley.

**5.02** Seniority is established for the incumbent contractors, as follows, with the most senior contractor appearing first and the least senior appearing last:

Metro	Fraser Valley
1. Roger Gladwell	1. Cheryll Wakely
2. Tim MacLeod	

**5.02.1** Roger Gladwell and Tim MacLeod 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, he shall be paid no less than four (4) hours at straight-time rate for the day.

**5.04.3** Layoffs of up to five working days shall be in inverse order of 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 his 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, 2010
Hourly Rate (2006 rate re-based to \$45.00)	\$51.84
Overtime Rate	\$77.76

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 320 Garbally Road, Victoria, during the time of this agreement for a period of continuous work in excess of six (6) months in any twelve (12) month period will become a dependent inspector or router contractor (hereinafter called "dependent contractor") subject to this Appendix.

The Company may engage the services of a dependent contractor provided that the dependent contractor signs a copy of Appendix "G" attached hereto and forming part of this agreement prior to the dependent contractor performing any services for the Company. A signed copy of Appendix "G" shall be forwarded to the Union.

##### **1.02 MANAGEMENT RIGHTS**

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Appendix, all the rights, powers and authority which the Company had prior to the signing of this Appendix are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

#### **ARTICLE 2 UNION DUES**

**2.01** The Company recognizes the Union will not discriminate against any dependent contractor because of his connection with it. The Company agrees that all dependent contractors shall, within one month of engagement as a dependent contractor, become and remain thereafter members of the union in good standing as a condition precedent to continued engagement with the Company. Properly qualified officers of the Union shall be recognized by the Company for the purpose of discussing any grievance of any Dependent Contractor. For the purpose of Union Dues calculation, the Mains & Service Planner wage rate will be used for Dependent Contractors.

**2.02** Upon receipt of a written assignment of earnings signed by the dependent contractors, the Company will deduct from the dependent contractor's pay the amount of the required monthly dues and assessments and transmit this amount to the Union, once per month, together with a list of dependent contractors from whom such deductions have been made.

**2.03** The Union agrees to indemnify the Company for any claims made against it arising out of deductions made under this Article.

**2.04** If there are insufficient earnings owing to a dependent contractor in the period for which dues deduction should be made, the Company is not required to make a deduction or to transmit any payment to the Union in respect of that dependent contractor.

#### **ARTICLE 3 GRIEVANCES**

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, 2010
Labour (Base Rate) Portion	\$32.95
Vehicle (Rate) Portion	\$5.69
Router Rate	\$38.64

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.

## LETTER OF UNDERSTANDING NO. 4

*(Originally dated November 12, 1987, and signed by R. Dowling & L.J Seppala)*

### **12-Hour Shifts at LNG Plants**

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

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

#### **Sick Leave**

Days will be converted into their hourly equivalent. Employees will be kept on their shift schedule and paid 11.25 hours per scheduled working day absent.

#### **Long Term Disability**

Employees will continue to be paid 70% of normal earnings based on a 37.5 hour work week.

#### **WCB**

Employees will continue to be paid 85% of normal earnings based on a 37.5 hour work week.

#### **Leave of Absence for Jury Duty**

Employees will be kept on their shift schedule and paid 11.25 hours for each scheduled working day absent.

#### **Paid Leave of Absence Compassionate**

Days will be converted into their hourly equivalent to a maximum of 22.5 hours.

#### **Holidays**

Each Holiday listed in Article 21.01 results in 7.5 hours being placed in each Operator's Holiday Time Bank.

An Operator not scheduled to work a Holiday will be paid 7.5 hours of straight time from the Holiday Time Bank.

An Operator scheduled to work shall receive double time for the hours worked. In addition, Operators who work the Holiday may choose to be paid 7.5 hours straight time or take time off from the Holiday Time Bank. Time off is taken in 11.25 hour days with the year-end balance paid out in cash.

#### **Annual Vacation**

Annual Vacation entitlement pursuant to Article 22.03 will be converted into its hourly equivalent and put into a bank. Time off can then be taken in 11.25 hour days with remaining partial days paid out in cash.

Any operator who completes a full year of service on the 12-hour shift schedule shall receive 105 hours vacation with pay in the succeeding year in addition to whatever entitlement he is eligible to receive under Article 22.03.

Such operator shall receive at least 90 hours on the summer write up as described in Article 22.04.

An operator with less than a full year's service on the 12-hour shift schedule shall receive in the succeeding year that proration of 105 hours shift vacation as determined by the number of days worked during the preceding year on a 12-hour shift divided by the total number of days which would have been worked on a normal 12-hour shift.

#### **Posting of Schedules**

Pursuant to Article 30.02.1 an operator will receive overtime premium for the first 7.5 hours of the shift notwithstanding the fact that the Operator's first shift is 12 hours long.

**Penalty Pay**

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

**Remuneration for Standby**

Where needed for operational requirements, effective April 1, 2012, standby shall be compensated at 1.5 times the weekday standby rate in Article 32 for standby from 20:00 to 08:00.

**Overtime**

All references to a 7.5 hour day shall be substituted with an 11.25 hour day. The Union and the Company agree to make joint application to the Director of Employment Standards for a variance of hours application.

**True Bank, Legacy & Choices Days**

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

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

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

True Bank Days shall be taken as days off by the end of the year following the year in which they were earned.

**Twenty-Four Hour Coverage**

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

**Shift Coverage**

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

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

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

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
March 20, 2012

\_\_\_\_\_  
March 20, 2012

Date

Date

**LETTER OF UNDERSTANDING NO.18**

*(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 third quarter for the purpose of reviewing the Company's work activity and contracting out projections. 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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
June 19, 2012

\_\_\_\_\_  
June 19, 2012

Date

Date

**LETTER OF UNDERSTANDING NO. 33**

*(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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

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Gord Van Dyck

\_\_\_\_\_  
December 8, 2011

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December 8, 2011

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Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING NO. 38**

*(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 (Coastal Region)**

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 his/her 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 his own time to and from his first and last call within a 20 km radius from his residence. If his first or last job is beyond the 20 km radius, the extra distance is traveled on Company time.
- 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 his headquarters if he were not job-site mustered.
3. To ensure adequate coverage, if a job-site-mustered employee relocates his 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 his residence and a Company compound (muster) for three (3) or more consecutive days, s/he may be required to leave the vehicle at the compound.
11. A job-site mustered employee who does not comply with the foregoing will be directed by his manager to return the Company vehicle and muster from his designated compound.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

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May 24, 2012  
Date

\_\_\_\_\_  
May 24, 2012  
Date

**LETTER OF UNDERSTANDING NO. 61 (AMENDED)**

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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
June 19, 2012

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June 19, 2012

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING NO. 66

### 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	4.4%
- 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 COPE 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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

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Jeff Marwick

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Gord Van Dyck

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June 19, 2012

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June 19, 2012

Date

Date

**LETTER OF UNDERSTANDING NO. 66A**

*(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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
May 29, 2012

\_\_\_\_\_  
May 29, 2012

Date

Date

## LETTER OF UNDERSTANDING NO. 67

*(Originally signed by R. Loski and J. Marwick, December 7, 2007. Amended February 28, 2012))*

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

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

2. CST (Tie-in)'s that are hired with minimum qualifications (Utility Ticket) shall begin as a CST 2 (Tie-in) and shall advance to a 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 he/she may come in as a CST-1 (holding a B Ticket), and may not have the required training to deliver the full scope of the CST duties, some accommodation by the Company may be required while skills acquired and required training is completed.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

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Jeff Marwick

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Gord Van Dyck

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May 23, 2012

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May 23, 2012

Date

Date

## LETTER OF UNDERSTANDING NO. 68

### TGVI Adjustment Plan – Remaining Items

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

The parties hereby agree as follows:

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

Gas Distribution Planner

Mains & Service Planner

Planner

3. In the event the company transfers any of these classifications, or any or all of the work performed by these classifications to TGI or to an outside service provider, the incumbent employee(s) (except temps) shall be treated as follows:
4. Regular employees who become redundant due to the operation of the foregoing paragraph shall have the option of transferring with their classification or work (subject to sufficient seniority to hold the job at the new location/employer) as a regular employee, or to terminate with severance in the amount of two weeks per completed year of service, or to be laid off to the recall list in which case the severance payment in the amount originally accrued (i.e. two weeks per year of completed service) shall be made upon the expiry of recall rights if the employee is not recalled or otherwise re-employed prior to the expiry of recall rights.
5. Employees in a classification and location affected by paragraph #3 shall be offered the severance option of paragraph #4 in order of seniority prior to the options of paragraph #4 being made available to the redundant employees. The intent of this paragraph is to allow more senior employees to voluntarily terminate prior to redundant employees being displaced, on a one-for-one basis.
6. Employees made redundant under paragraph #3 who transfer with their classification or work pursuant to paragraph #4 may, for a period of one (1) year from their date of transfer, elect to terminate with severance in the amount of two (2) weeks per completed year of service, or to be laid off to the recall on the same terms as apply in paragraph #4.
7. Subject to agreement of the COPE, or by order of the Labour Relations Board, the IBEW Union Seniority date of employees who transfer to COPE jurisdiction pursuant to the foregoing, shall be their seniority date for purposes of Article 4.01 of the COPE collective agreement.
8. Employees being reclassified into merged job classifications per the April 24, 2004 Adjustment Plan shall carry forward their classification seniority from their classification to the merged classification.
9. There shall be no job loss among the nine Victoria Utilization Technicians as a direct result of construction crews and/or contract crews hanging residential meters:

Mike Forsyth

Wayne Nason

Richard Carmichael

Lorne Hadley

Dan Ready

Glenn Hamilton

Bob Hammond

Tom Weiss

Dean Pickup

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

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

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Jeff Marwick

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Gord Van Dyck

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July 13, 2011

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July 13, 2011

Date

Date

**LETTER OF UNDERSTANDING NO. 69**

*(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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
June 13, 2012

\_\_\_\_\_  
June 13, 2012

Date

Date

**LETTER OF UNDERSTANDING NO. 70**

*(Originally signed by J. Marwick and G. Van Dyck, December 18, 2008)*

**Distribution Mechanic Apprenticeships**

This letter is intended to establish a Distribution Mechanic Apprenticeship program which integrates the completion of a Gas Utility Certificate of Qualification, and provides for a shortened period by which Distribution Apprentices (“DAs”) may progress to the Distribution Mechanic (“DM”) classification and rate of pay.

The parties recognize that it is the prerogative of the Company to determine the appropriate level of training and support to its employees, and that it is the intent of the Company to provide adequate training and support to the DAs, in order that they may successfully complete the Distribution Mechanic Apprenticeship program.

For their part, DAs are expected to demonstrate the commitment necessary for the successful completion of their training, and Gas Utility Certificate Qualification.

Therefore, the parties hereby agree:

1. Distribution Apprentices (“DAs”) will complete their Distribution Mechanic (“DM”) apprenticeships in 36 months but not less than 24 months
2. A DA will start his/her apprenticeship at 75% of the DM rate, progress to 82% of the DM rate after 12 months, progress to 90% of the DM rate after 24 months, and progress to the DM rate and classification after successfully completing all of the required DA courses and acquiring all the required DA skills and a Gas Utility Certificate of Qualification.
3. After 36 months of apprenticeship, a DA will not be denied progression to the DM rate and classification due to lack of internal training opportunities and/or experience which are not attributable to the employee.
4. Between the 18<sup>th</sup> and 30<sup>th</sup> months of apprenticeship, the Company will provide each DA with unpaid after hours classroom instruction of up to 72 hours, over three (3) consecutive months to help the DA pass the Gas Utility Certificate of Qualification examination. DAs will be granted a ½ hour at their regular rate of pay for travel time per class as above, to attend up to two three-hour classes per week of classroom instruction. The Company may also provide an additional one-half day of paid pre-examination instruction. For DAs outside of the Lower Mainland, alternative instruction or support to help each DA pass the Gas Utility Certificate of Qualification examination will be provided based on regional availability and considerations.
5. The Company will provide required study material and textbooks. Upon obtaining the Gas Utility certification of qualification, the Company will reimburse the cost of one examination fee. The Company will give consideration to reimbursing beyond one examination fee, where extenuating circumstances (e.g. learning disability) exist.
6. DAs are not required to take the training described in paragraph 4 if they have previously completed a recognized gasfitter course/program and will challenge the Gas Utility Certificate of Qualification after 24 months of DM apprenticeship or if they already possess a valid Gas Utility or higher certificate of qualification.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
May 23, 2012

\_\_\_\_\_  
May 23, 2012

Date

Date

## LETTER OF UNDERSTANDING NO. 70A

*(Originally signed by G. Van Dyck and J. Marwick on May 14, 2010. Amended February 28, 2012.)*

### **Distribution Mechanic Apprentices - Classification Seniority**

The Parties hereby agree that effective as of the signing of this Letter of Understanding\*:

1. All employees hired as Distribution Apprentices (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.
2. All employees hired as DAs into the Metro Unit on January 3, 2007, and who subsequently became classified as a DMs, shall be credited with a DM Classification Seniority date of January 3, 2007, in the Metro Unit. In addition, the following DMs who transferred to another Unit as DAs shall be credited with a DM Classification Seniority Date of February 19, 2008, in the Fraser Valley Unit, or as otherwise indicated below, based on the date of transfer to such Unit:
  - Connor Bailey - Interior Unit – Nov 12, 2008
  - Nathan Bradford
  - David Brubacher
  - Curtis Cahoon
  - Michael Clifford
  - Stephen Doucette
  - John Kenny
  - Scott Krowiak
  - Louis Leung
  - Scott Lowes
  - Allen Madsen
  - Rick Parker
  - Dustin Rhinas – Interior Unit – June 22, 2009
  - Greg Steinmann
  - Mike Steinmann
3. The following employees hired as a DA into the Metro Unit on May 20, 1997, and who subsequently became classified as a DM, shall be credited with a DM Classification Seniority date of May 20, 1997, in the Metro Unit:
  - Douglas Avigdor
  - Guido Borrelli
  - Cyrus Emmanuel
  - Brent Gombar
  - Harjinder Samra

4. The following employees hired as a DA who subsequently became classified as a DM, shall be credited with their DA Classification Seniority date as their DM Classification Seniority date, in the Interior Unit, or as otherwise indicated:

- Kimbal Becker – February 22, 1999
- Brent Foot - August 22, 2005
- Leo Kinshella - March 10, 1995
- Neil MacKay – May 20, 1997
- Mike MacDonald – North Island Unit – December 19, 2006

\*Note: The adjustment to employees DM Classification Seniority Dates shall not trigger any retroactive rights or entitlements under the collective agreement.

**On behalf of FortisBC Inc.:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
March 1, 2012

Date

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
March 1, 2012

Date

**LETTER OF UNDERSTANDING NO. 71**

*(Originally signed by J. Marwick and G. Van Dyck, March 3, 2010)*

**Lower Mainland Dependent Backhoe Contractors**

Whereas the Company has announced its intention to replace the Lower Mainland Dependent Backhoe Contractors (“LMDBC’s”) currently included in the Union bargaining unit with Equipment Operator Distribution Mechanics (“EODM’s”);

Whereas the Company and Union have been engaged negotiating an adjustment plan; and

Whereas, the Company is interested in maintaining the services of the incumbent LMDBC’s as EODM’s and the Union is interested in maintaining the employment of the LMDBC’s by the Company;

The Parties hereby agree the following terms and conditions shall apply to this transition.

1. LMDBC’s who wish to become EODM’s in the Lower Mainland shall confirm their desire to become “employees” within two (2) weeks of signing this Letter of Understanding.
2. The Company shall offer all interested incumbent LMDBC’s EODM positions in the Lower Mainland (in the Metro & Fraser Valley Unit to which they are currently assigned). These offers shall be subject to the Company’s standard Distribution Apprenticeship pre-employment testing, as verification that the LMDBC meets the bona fide occupational requirements (“BFOR’s”) of an EODM, thereupon formal confirmations of employment will be made to the successful LMDBC’s.
3. Subject to the above, the Company shall offer to purchase the backhoe, hoe-pack, standard digging bucket, and standard clearing bucket, as owned by the LMDBC and which he now uses in the course of his employment with the Company, at “Fair Market Value”. The Fair Market Value of such equipment shall be the average of three separate fair market value estimates provided by Finning (Canada), Brandt Tractor Ltd., and Parker Pacific Equipment Sales. The LMDBC shall have the option of either selling such equipment to the Company or its delegate at the Fair Market Value or retaining ownership for his own purposes without prejudice to the Company’s offer of employment as an EODM.
4. LMDBC’s who accept the offer of EODM employment shall upon the formal confirmation of employment in paragraph 2, above, be classified as an Equipment Operator 1 (EO1), paid the EO1 rate of pay; subject to a one-year probationary period as per clause 4.01 of the Collective Agreement. Upon completion of the mandatory minimum 24-month Distribution Apprenticeship (“DA”) training (e.g. complete the required DA training and logbook) they shall progress to the EODM classification and be paid the EODM rate of pay. They shall not be required to attain the Gas Utility Certificate Qualification as a condition of their progression to EODM or of their continued employment. Upon completion of the mandatory minimum 24-month DA training, these EO1s will not be denied progression to the EODM rate and classification due to lack of internal training opportunities and/or experience which are not attributable to the employee.
5. LMDBC’s who accept the offer of EODM employment, having received formal confirmation of employment in paragraph 2, shall initially have EO1 Classification Seniority retroactive to the date of the signing of this Letter of Understanding, which upon becoming an EODM shall be replaced by EODM Classification Seniority as of this same date. They shall be considered “new” employees for all purposes, including for establishing service entitlements, and will be placed on the new “Standard Model” and the TGI Pension plan; except that they will be credited with Union Seniority and accredited service for the purposes of establishing annual vacation entitlement only from their last date of hire as LMDBC’s. The last date of hire for the nineteen (19) existing LMDBC’s are:

<b><u>Metro</u></b>		<b><u>Fraser Valley</u></b>	
<b><u>Operator</u></b>	<b><u>Last Date of Hire</u></b>	<b><u>Operator</u></b>	<b><u>Last Date of Hire</u></b>
Eugene Bouthot	Apr 01/84	R. McKeating	Apr 01/84
Bill Ralston	Apr 01/84	Dave Crawford	Apr 01/84
Thomas Berrow	Apr 01/84	Reg Sinnett	Apr 01/84

Joe Cozzi	Feb 17/86	Dan Patrick	Apr 29/86
Randy Bell	Oct 01/88	Dan Enns	Jan 25/88
Roland Charriere	Jan 27/92	Michael Enns	May 15/89
Reg Jalava	Jan 31/05	Willie Giesbrecht	May 15/89
Randy Pattenden	Feb 01/05	Roy A. Gidluck	Nov 05/90
Frank Coletta	Feb 14/05	Mark Phillips	Apr 01/92
		Trevor Larmour	Jan 04/93

6. When the Company decides any LMDBC's who have declined offers of EODM employment or who have been found unfit for EODM employment may be terminated, the Company will provide 30 days notice of termination or pay in lieu of notice under Clause 5.04 of Appendix A (2004-2006 Collective Agreement).
7. Following termination and until such re-engagement rights are surrendered or expire, the Company will offer any available hourly or "as-and-when-required" contract backhoe work in the Lower Mainland to the terminated LMDBC's in order of seniority before it engages any independent or hourly backhoe contractors to perform such work. Subject to Paragraph 8, below, this obligation shall cease 12 months following a former LMDBC's termination.
8. Unless and until a former LMDBC has been re-engaged for hourly or "as-and-when-required" contract backhoe work for more than six months, the Company is not obligated to provide the former LMDBC with 30 days notice of a subsequent termination under Clause 5.04 of Appendix A and a new period of first consideration for re-engagement under Clause 5.07 of Appendix A is not established.
9. During the transition, should the Company require the use of an available backhoe supplied by a former LMDBC who has become an employee and agrees to supply and operate such backhoe for the Company's benefit, the employee will be paid their regular EO1 rate of pay, plus the difference between the current effective LMDBC Hourly Rate and their EO1 rate of pay.
10. The Company will allow up to eight (8) LMDBC's, and may consider allowing more than eight (8) LMDBC's, to continue working as LMDBC's under Appendix A provided such LMDBC's provide irrevocable retirement/termination dates occurring no later than March 31, 2011. The Company will provide these opportunities to the LMDBC's in order of seniority until eight such retiring/terminating LMDBC's have self-selected or all LMDBC's have had an opportunity to self-select and confirm their irrevocable retirement/termination dates in writing. LMDBC's who wish to exercise this irrevocable option shall confirm their desire within two (2) weeks of signing this Letter of Understanding.
11. For the purposes of administering Article 28, where two or more former LMDBC's have common classification seniority, Union seniority will be used to determine which former LMDBC has more classification seniority.
12. All terms of this Letter of Understanding are intended to be, and should be interpreted in a manner, that complies with all applicable legislation including the *Human Rights Code of British Columbia*. The Parties specifically recognize that the individual circumstances of some LMDBC's may give rise to a duty to seek a reasonable accommodation to facilitate their employment pursuant to this Letter of Understanding.

**On behalf of FortisBC Inc.:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
July 13, 2011

Date

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
July 13, 2011

Date

**LETTER OF UNDERSTANDING NO. 71A**

*(Originally signed by J. Marwick and G. Van Dyck, April 28, 2010)*

**RE: Addendum to Letter of Understanding No. 71**

The Parties hereby agree that:

1. The Company will accept the irrevocable retirement/termination dates of all twelve (12) of the LMDBC's who self-selected, as per paragraph 10 of the Letter of Understanding signed on March 3, 2010.
2. For the seven (7) LMDBC's that have indicated their desire to become "employees", who have subsequently undergone the Company's standard Distribution Apprenticeship pre-employment testing, and who will receive confirmation of employment, the following shall apply:
  - a) Any former LMDBC who failed the General Aptitude Battery Test (part of the Company's standard Distribution Apprentice pre-employment testing) and who proves incapable of completing the mandatory DA training shall remain an Equipment Operator 1 (EO1).
  - b) Any former LMDBC who failed the General Aptitude Battery Test (part of the Company's standard Distribution Apprentice pre-employment testing) and who completes the DA training shall have to obtain his Gas Utility Certificate of Qualification if he wants to leave his Equipment Operator Distribution Mechanic (EODM) classification for another classification.
  - c) This arrangement is without prejudice and without precedent to the Company's current or future pre-employment testing practices, requirements and standards.

**On behalf of FortisBC Inc.:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
July 13, 2011

Date

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
July 13, 2011

Date

**LETTER OF UNDERSTANDING NO. 71B**

**RE: Lower Mainland Dependent Backhoe Contractors – Additional Addendum to Letter of Understanding signed March 3, 2010**

The parties hereby agree on an interim basis, pending the renewal of the IBEW Collective Agreement, but no later than March 31, 2012 that:

1. The Union agrees to waive paragraph 8 of the Letter of Understanding signed on March 3, 2010.
2. The company agrees to call former Metro LMDBC's for hourly or "as-and-when-required" contract backhoe work in the Fraser Valley in order of seniority from the Metro list if no more former Fraser Valley LMDBC's are available, and to call former Fraser Valley LMDBC's for hourly or "as-and-when-required" contract backhoe work in Metro in order of seniority from the Fraser Valley list if no more former Metro LMDBC's are available.

**On behalf of FortisBC Inc.:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
December 2, 2011

Date

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
December 2, 2011

Date

**LETTER OF UNDERSTANDING NO. 72**

**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 18.75 hours per week) employees who are on 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

**LETTER OF UNDERSTANDING NO. 73**

*(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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
June 13, 2012

\_\_\_\_\_  
June 13, 2012

Date

Date

## LETTER OF UNDERSTANDING NO. 74

*(Originally signed by J. Marwick and G. Van Dyck, May 25, 2009)*

### **Victoria Dependent Backhoe Contractors**

Whereas the Company has announced its intention to replace the Victoria Dependent Backhoe Contractors (“VDBC’s”) currently included in the Local 213 of the International Brotherhood of Electrical Workers (“IBEW 213”) bargaining unit with Equipment Operator Distribution Mechanics (“EODMs”);

Whereas the Company and IBEW 213 have been engaged negotiating an adjustment plan; and

Whereas, the Company is interested in maintaining the services of the incumbent VDBC’s as EODMs and the Union is interested in maintaining the employment of the VDBC’s by the Company;

The Parties hereby agree the following terms and conditions shall apply to this transition.

1. VDBC’s who wish to become EODM in Victoria shall confirm their desire to become employees within two (2) weeks of signing this Agreement.
2. The Company shall offer all of the incumbent VDBC’s EODM positions in the Victoria (Capital Regional District) Unit. These offers shall be subject to the Company’s standard Distribution Apprenticeship pre-employment testing, as verification that the VDBC meets the bona fide occupational requirements (“BFORS”) of an EODM, thereupon a formal confirmation of employment will be made to the successful VDBC’s.
3. The Union agrees to reopen the selection period with respect to the position of EODM - Employment Bulletin No. IVI-01/2009 for 30 days, the day after formal confirmations of employment have been made to all the successful VDBC’s.
4. Prior to having any VDBC accept the offer of EODM employment, the Company shall offer to purchase the backhoe, hoe-pack, standard digging bucket, and standard clearing bucket, as owned by the VDBC, and for which he now uses in the course of his employment with the Company, at “Fair Market Value”. The Fair Market Value of such equipment shall be the average of three separate fair market value estimates provided by Finning (Canada), Brandt Tractor Ltd., and Parker Pacific Equipment Sales. The VDBC shall have the option of either selling such equipment to the Company or its delegate at the Fair Market Value or retaining ownership for his own purposes without prejudice to the Company’s offer of employment as an EODM.
5. VDBC’s who accept the offer of EODM employment shall upon the formal confirmation of employment in paragraph 2, above, be classified as an Equipment Operator 1 (EO1), paid the EO1 rate of pay; and shall be subject to a one-year probationary period as per clause 4.01 of the Collective Agreement. Upon completion of the mandatory minimum 24 month Distribution Apprenticeship (“DA”) training (e.g. complete the required DA training and logbook) they shall progress to the EODM classification and be paid the EODM rate of pay. They shall not be required to attain the Gas Utility Certificate Qualification as a condition of their progression to EODM or of their continued employment. Upon completion of the mandatory minimum 24 month DA training, these EO1s will not be denied progression to the EODM rate and classification due to lack of internal training opportunities and/or experience which are not attributable to the employee.
6. VDBC’s who accept the offer of EODM employment shall initially have EO1 Classification Seniority as of the date of formal confirmation of employment in paragraph 2, above, which upon becoming an EODM shall be replaced by EODM Classification Seniority as of this same date. They shall be considered “new” employees for all purposes, including for establishing service entitlements, and will be placed on the new “Standard Model” and the TGVI Pension plan; except that they will be credited with Union Seniority and accredited service for the purposes of establishing annual vacation entitlement only from their last date of hire as VDBC’s. The last date of hire for the four (4) existing VDBC are: Keith Davies (October 1, 1993); Rick Hannah (June 1, 1991); Steve Lodge (February 4, 2002); and, Gord Webb (January 15, 1992).
7. When the Company decides any VDBC’s who have declined offers of EODM employment or who have been found unfit for EODM employment may be terminated, the Company will provide 30 days notice of termination or pay in lieu of notice under Clause 5.04 of Appendix F (2004-2006 Collective Agreement).

8. Following termination, the Company will offer any available hourly or “as and when required” contract backhoe work in the Victoria Unit to the former VDBC’s by seniority before it engages any independent backhoe contractors to perform such work. Subject to Paragraph 9, below, this obligation shall cease 12 months following a former VDBC’s termination as a dependent backhoe contractor.
9. Unless and until a former VDBC has been recalled for hourly or “as and when required” contract backhoe work in the Victoria Unit for more than six months, the Company is not obligated to provide the former VDBC with 30 days notice of a subsequent termination under Clause 5.04 of Appendix F (2004-2006 Collective Agreement) and a new period of first consideration for re-engagement under Clause 5.06 of Appendix F (2004-2006 Collective Agreement) is not established.
10. During the transition, should the Company require the use of an available backhoe supplied by a former VDBC who has become an employee and agrees to supply and operate such backhoe for the Company’s benefit, the employee will be paid their regular EO1 rate of pay, plus the difference between the current effective VDBC Hourly Rate (including Dumptruck & Equipment) and their EO1 rate of pay.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

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Jeff Marwick

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Gord Van Dyck

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July 13, 2011

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July 13, 2011

Date

Date

**LETTER OF UNDERSTANDING 74A**

*(Originally signed by J. Marwick and G. Van Dyck, July 2, 2009)*

**Victoria DBCs -- Addendum to Letter of Understanding No. 74**

The Parties hereby agree that:

1. Any former VDBC who failed the General Aptitude Battery Test (part of the Company's standard Distribution Apprentice pre-employment testing), who proves incapable of completing the mandatory DA training will remain an Equipment Operator 1 (EO1).
2. Any former VDBC who failed the General Aptitude Battery Test (part of the Company's standard Distribution Apprentice pre-employment testing) and who completes the DA training will have to obtain his Gas Utility Certification of Qualification if he wants to leave his Equipment Operator Distribution Mechanic (EODM) classification for another classification.
3. This arrangement is without prejudice and without precedent to the Company's current or future pre-employment testing practices, requirements and standards.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
July 13, 2011

\_\_\_\_\_  
July 13, 2011

Date

Date

**LETTER OF UNDERSTANDING NO. 75**

*(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, Bob Rhinas and Ed Whitely (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

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
July 13, 2011

\_\_\_\_\_  
July 13, 2011

Date

Date

**LETTER OF UNDERSTANDING NO. 75A**

*(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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
July 13, 2011

\_\_\_\_\_  
July 13, 2011

Date

Date

**LETTER OF UNDERSTANDING NO. 76**

*(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 (1) 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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
May 23, 2012

\_\_\_\_\_  
May 23, 2012

Date

Date

**LETTER OF UNDERSTANDING NO. 77**

*(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.)

<b>Current Job Classification</b>	<b>Amended/New Job Classification</b>	<b>Hourly Rate</b>
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:

<b><u>Category</u></b>
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 Friedrich	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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
March 1, 2012

\_\_\_\_\_  
March 1, 2012

Date

Date

## LETTER OF UNDERSTANDING NO. 78

### **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 his classification seniority in his current SOT classification. An incumbent's classification seniority as PMA shall be the date of his classification seniority in his 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.
- 2.4 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 focus, and vi) business understanding & alignment.
- 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 two-year 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 his classification seniority in his 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 his classification seniority in his 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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Jeff Marwick

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
March 1, 2012

\_\_\_\_\_  
March 1, 2012

Date

Date

**LETTER OF UNDERSTANDING 78A**

**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.

<b>NAME</b>	<b>CLASSIFICATION</b>	<b>SOT 18 DATE</b>	<b>CCST DATE</b>
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.

**On behalf of FortisBC Inc.:**

**On behalf of IBEW, Local 213:**

\_\_\_\_\_  
Sylvie Gelin

\_\_\_\_\_  
Gord Van Dyck

\_\_\_\_\_  
August 24, 2012

\_\_\_\_\_  
August 24, 2012

Date

Date

AS WITNESS the hands of the parties hereto:

FORTISBC ENERGY INC.

LOCAL 213 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

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Jody Drope  
Chief Human Resources Officer

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Mike Flynn  
Business Manager and Financial Secretary

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Rita Ludwig  
Employee Relations Manager

---

Gord Van Dyck  
Assistant Business Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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