

Collective Agreement

Between

Centra Gas Whistler Inc.

and

Local 213 of the

International Brotherhood of Electrical Workers

(Whistler)

Expiry Date: December 31, 2003

9/19/02

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1.00 SPIRIT OF AGREEMENT

1.01 Whereas the Company is an organization where the money of investors is combined with the judgement, abilities, experience and energy of its management and employees to provide efficient public utility service;

And whereas it is agreed that the service rendered by the Company, its management and the employees directly or indirectly to propane customers from time to time served by the Company, is essential to the welfare of those customers;

And whereas it is essential to the livelihood and in the best interest of the Company, its management and employees to direct their respective efforts toward the efficient and economical operation of the Company's business;

Therefore this agreement recognizes and accept the principles and spirit of good teamwork, based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness;

And this agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favourable to one than to the other and of the same spirit of cooperation and friendliness in which this Agreement is reached;

In consideration of the mutual value of joint discussions and negotiations on matters pertaining to employer/employee relationships, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work, and other working conditions affecting the employees covered by this Agreement, and to provide for a means of settling disputes and grievances.

1.02 The Company recognizes the Union as sole collective bargaining agent for all employees of the Centra Gas Whistler Inc. except those excluded by the Labour Relations Code, for which a Certificate dated August 8, 2001 from the British Columbia Labour Relations Board, has been obtained.

2.0 RELATIONSHIP

2.01 During the term of this agreement, the parties will continue to deal with issues through a continuing bargaining and consultative process to address matters regarding the overall effectiveness of the organization.

2.02 The Term "employee" or "employees-- when used in this Agreement shall mean regular full-time employees, temporary or casual as defined in this Agreement.

2.03 The right of the Company in the operations of its business is unlimited, except as may be expressly and specifically restricted by the provisions of this Agreement. The company shall have the right and power to manage its plant to direct the working forces, hire, discipline, promote, demote, transfer, discharge of suspend and the right to retire an employee at the age of sixty-five (65) subject to the provisions of this Agreement.

2.04 Subject to the terms of this Agreement the Company shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

2.05 The Company and the Union will neither collectively nor separately harass or discriminate against any employee covered by this Agreement because of race, creed, colour, age, marital status, sex, sexual orientation, disability, marital or family status, nationality, religious or political affiliation or because of giving evidence, presenting grievances, or engaging in any activity permitted by this Agreement.

2.06 The Union will not engage in any union activities during working hours or hold meetings at any time on the Company's premises without permission of the Company.

2.07 The Company and/or Union shall not cause a strike or lockout, walkout, suspension of work or slow down on the part of any employee or group of employees during the life of this Agreement, for the purpose of imposing pressure on the Company or the Union.

2.08 All employees within the Bargaining Unit must, as a condition of continued employment, pay Union Dues. All new employees must within 30 days join the Union and maintain their membership in good standing as a condition of continued employment. The Union will give the Company thirty (30) days notice when requesting the Company to terminate an employee because such employee is in arrears in payment of dues.

2.09 Upon receipt of a copy of a signed dues deduction card, the Company shall deduct Union initiation fees, dues and assessments as determined by the Local Union, from wages due to the employee. Such deduction shall be remitted to the Secretary-Treasurer of the Union by the fifteenth (15) day of the following month, together with a list of those employees from whom such deductions have been made.

The Union agrees to:

- a) issue to any employee that will be in the Bargaining Unit a Dues Deduction Card

The Company agrees to:

- b) advise new employees as applicable they will become members of the Bargaining Unit as covered under the provision of the Collective Agreement.

2.10 Should the parties amend, alter or vary any term of this Agreement during the contract term, such change shall be submitted in writing and be attached to the Agreement as a Letter of Understanding.

Letters of Understanding signed by the Company and the Union shall remain in effect for the duration of the contract period, and such letters may be posted on Company bulletin boards by the Union.

2.11 No employee shall be disciplined for having honoured a legal picket line.

2.12 In this Agreement, any reference to the masculine gender shall include the female gender.

3.00 PERIOD OF AGREEMENT

3.01 This Agreement shall commence on the day of ratification of this agreement and will expire December 31, 2003. Thereafter will continue subject to

the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until:

- a) The Union shall give notice to strike, or
- b) The Employer shall give notice to lockout, or
- c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

3.02 Pursuant to Section 50 (4) of the British Columbia Labour Relations Code, the operation of Section 50 (2) is specifically excluded from this contract.

4.00 SENIORITY, PROMOTIONS AND VACANCIES

4.01 All new employees shall be on probationary status for the first six (6) months of service and during that period shall not acquire seniority rights. Any time off during the probationary period will extend the probationary period by an equivalent amount of time. This period shall be utilized for the purpose of evaluating new employees in order to determine their overall suitability to do the job for which they are hired. Upon satisfactory completion of the probationary period, seniority shall date from the date of hire.

The Company may dismiss a probationary employee at any time during the probationary period for cause.

4.02 Seniority shall be calculated in the following manner:

- a) Company Seniority - from the date of regular employment with the Company and shall be based on the general principle of "first hired, last off - last hired, first off".
- b) Affiliate Seniority - from the date of regular employment with the Company and any affiliated company provided there is no break in service between service with any of the companies involved. Affiliate seniority shall be used for the purpose of computing vacation entitlement and ascertaining eligibility requirements, where such requirements exist, in enrolling in any Company benefit programs available to the employees.
- c) Classifications Seniority - from the date of regular employment in a specific job classification, upon completion of a probationary period. Any time off taken will extend the probationary period by an equivalent amount of time. During this probationary period the employee may choose to return to their previously held classification. A review of the employee's performance will be completed and they may be directed by the Company to return to their previously held classification should management consider them unsuitable for the new classification. Should they return to their previously held classification under these circumstances they will do so without loss of seniority in their previously held classification, but shall forfeit seniority in the new classification.

Notwithstanding the foregoing, if an employee leaves a position which requires the hiring of a new employee to provide the required skills, then management reserves the right to refuse to allow the employee the option

to choose to return to his previous position. When the applicable date of employment is identical, the seniority listing will be determined by lot.

4.03 Seniority shall accumulate during all periods of employment, approved leaves of absence, and lay-off, of up to twelve (12) months in duration.

4.04 Personnel placement resulting from job postings shall be decided on the basis of the ability, efficiency and qualifications of employee. Where the ability, efficiency and qualifications of employees are relatively equal the employee with the most Company seniority will receive the preference. The successful applicant will be required to successfully complete a six (6) month probationary period. The ultimate responsibility of selection shall be the Company's and it shall be sole judge in this matter.

4.05 Employees in the Centra Gas Whistler bargaining unit will have the right to bid on jobs in both Vancouver Island bargaining units and will receive preference if no qualified employees are selected from within the two units.

4.06 If, as a result of circumstances, it becomes necessary to demote or lay off employees, ability, efficiency and qualifications will be the governing factor, and if these are equal, classification seniority and then Company seniority will govern. In cases where demotions are made as a disciplinary measure, the provisions outlined above do not apply.

No employee will be laid off unless he/she is given, in writing, at least two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months.

After completion of a period of continuous active employment of three (3) years, one (1) additional weeks notice, to a maximum of 8 weeks, for each subsequent completed year of consecutive service.

The period of notice will not coincide with an employee's annual vacation and the Company may, in lieu of notice, pay the employee severance pay equal to the period of notice required.

4.07 Where there is an increase in the working force within 1 year after a layoff, employees will be rehired in the reverse order of layoff, provided they have the necessary qualifications to perform work available. If a person does not report within ten (10) days of the Company sending notification by registered mail to the employee's last known address, the Company has no further obligation to that person, and the said employee shall be considered to have terminated his employment with the Company. A copy of the notification will be sent to the Union.

4.08 All vacancies in biddable classifications shall be posted on the Company bulletin boards (and a copy to the Union) for ten (10) days exclusive of Saturday, Sunday and Company recognized holidays. Vacancies will be filled from the qualified bids received and shall include bids made in advance by employees. These advance bids shall be in writing for a specific position and accepted by the Company from employees who will be absent from the office in excess of one (1) week. Such advance bids will be effective for the period of the absence only.

4.09 If it is determined no qualified employees have bid, vacancies may be filled by the Company from any other source.

4.10 Seniority lists showing Company and classification seniority shall be prepared and posted. The Company will update such lists semi-annually and forward a copy of the revised lists to the Assistant Business Manager of the Union.

The Company will notify the appropriate Shop Steward when a new employee is hired.

5.00 WAGE RATES AND CLASSIFICATIONS

5.01 Employees shall be paid in accordance with the Schedule of Wages as outlined below for all time actually worked including approved paid absences.

	January 1, 2002	January 1, 2003
Senior Customer Service Rep.	29.09	29.49
Customer Service Representative 1	27.33	27.73
Customer Service Representative 2	25.50	26.23
Student	15.00	15.00

5.02 If a new classification is established or an existing job description is changed by the permanent addition of major duties or responsibilities, the rate for such classifications shall be opened for negotiation between the Company and the Union within thirty (30) days. The Company may place into effect a temporary rate of pay pending negotiations of the rate to be established, and once the rate is established, it shall be made retroactive.

5.03 In the event the Union and the Company are unable to agree on the appropriate rate for new or changed classifications, the dispute shall be submitted to arbitration as per Article 10.00 to what classification and rate is appropriate to the work to be performed. Failure to agree or the reference to arbitration shall in no event preclude or delay the Company from commencing operations to be covered by the new classification.

5.04 Progression – After accruing 2 years of continuous service as a Customer Service Representative 2 and upon successful completion of a work related examination as developed by the Company, the incumbent shall progress to a Customer Service Representative 1 classification.

Should a Customer Service Representative 2 have a British Columbia Class GB Gas Fitter's Licence, the progression time to a Customer Service Representative 1 should be made after one (1) year of service as a Customer Service Representative 2.

5.05 Standby premiums shall only be paid to employees during the period that they are assigned to perform standby duties. Premiums will be paid as follows:

Regular Standby:

January 1, 2002- \$30.00 per day
January 1, 2003- \$30.00 per day

Weekend or Statutory Holiday:

January 1, 2002- \$60.00 per day
January 1, 2003- \$75.00 per day

Backup Pager- \$15.00 per day

Such premium to be paid only for the actual time spent on performing the standby duties. Weekday standby period is 4:30 p.m. to 8:00 a.m. on the following day. Weekend and statutory holiday standby period is 8:00 a.m. to 8:00 a.m. on the following day.

5.06 Employees who provide standby duties and are assigned company vehicles will be subject to the following:

1. The acceptable area for an employee maintaining their primary residence is Pinecrest Estates to the South and Emerald Estates to the North.
2. These areas are those within which an employee must remain while providing standby duties.
3. Employees must have immediate access to Company vehicle at all times while providing standby duties.
4. These areas are those within which an employee may use a company vehicle that has been assigned to them regardless of standby requirements, unless permission is received from the manager to drive Company vehicles beyond these areas.

6.00 HOURS OF WORK

6.01

- a) The normal work day for field employees shall be 8 hours from 8:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch break and two relief periods of not more than 15 minutes, scheduled by the Company.
- b) The normal work week shall be Monday to Friday inclusive. It shall be 40 hours for field employees.

6.02 The Company may change hours/days of work on short notice to accommodate the off loading of propane rail cars.

6.03 Subject to Company and Union approval, the normal working day may be varied from day to day when mutual agreement can be reached between an employee or group of employees and the Company. When the hours of work are varied by mutual consent, it will be without penalty to the Company.

6.04 The Company will provide to full time employees, ten (10) floater days plus two (2) designated days off per year. The two (2) designated days off are determined by the Payroll and Benefits Department at the beginning of each year. All new full time employees will have their floater day entitlement prorated based on their start date.

For the purposes of this article, Allan Rumble may choose to "grandfather" his current entitlement of twelve (12) scheduled days (one per month) plus five (5) floater days.

7.00 OVERTIME

7.01 Premium rates of two (2) times regular rates will be paid:

- a) for all hours worked in excess of normally scheduled hours in one day.
- b) for all hours worked in excess of normally scheduled hours in one week.
- c) for all hours worked on a Company recognized holiday.

7.02 Under no circumstances shall overtime rates be paid more than once for the same hours worked.

7.03 Both parties recognize the Company retains the right and responsibility to administer overtime work in a reasonable manner, to determine the amount of overtime and the number of employees required, and to determine the necessary qualifications of the employees so engaged.

7.04 An employee who is required to work two or more hours prior to or beyond his normal workday shall be supplied with a hot meal. Additional meals will be supplied thereafter at four hour intervals.

7.05 If an employee is called out to work outside his regularly scheduled working hours he will be paid at the applicable overtime rate for all hours worked. The minimum payment for a call-out will not be less than two (2) hours at overtime rates.

7.06 While all overtime is paid at 200%, the actual compensation to employees may, at the employees' election, be partly by pay and partly by time off with pay. Payment at straight time rates shall be made for the number of overtime hours actually worked and an equal number of hours shall be placed in the employee's Vacation Overtime (V.O.) bank. Time off entitlement accumulated shall be taken off at a time mutually agreeable to the Company and the employee, subject to the following:

- a) An employee will be permitted to maintain a bank of up to eighty (80) hours.
- b) Management retains exclusive authority to schedule V.O.

8.00 VACATIONS

8.01 The anniversary date for vacation purposes shall be April 1 in any year. The vacation year shall be defined as April 1st to March 31st.

8.02 Employees shall not take a vacation in their first anniversary year until they have completed six (6) months continuous service.

8.03 Employees who have, on or before the anniversary date, completed the years of service shown under column (1) shall be entitled to the equivalent number of working days of annual vacation during the vacation year and subsequent years as provided in column (2).

8.04 During the first year of employment (unless hired on April 1st), the employee is entitled to one (1) vacation day for each full month of service, to a maximum of ten (10) working days to the end of the vacation year (March 31st). Employees will not be allowed to purchase additional vacation days with flexible benefit credits until the CHOICES enrolment prior to their first full vacation year entitlement. In addition to the number of days listed in column 2 below, eligible

employees will have the option of purchasing an additional 1 to 5 vacation days with pay at a cost of .4% of base annual pay per vacation day. A Choices flex credit of 2% base annual pay will be provided to purchase these additional vacation days or the credit can be used elsewhere within the Benefits or Pension Choices Program.

(1)	(2)	(3)
Years of Service*	CORE (number of days)	CHOICE 1
1-9	10	Add 1 to 5 Vacation days
10-19	15	
20-24	20	
25++	25	

*Reached in Vacation Year

8.05 Vacations will be scheduled by the Company according to operating requirements with full consideration being given to the preference of individual employees to the extent permitted by efficient operations. It is not permissible to waive a vacation and draw double pay, or accumulate vacation time from year to year. If due to operational requirements or unforeseen circumstances an employee is unable to take all of their vacation by the end of the vacation year, permission to carryover remaining vacation to the next vacation year may be granted.

8.06 When an employee is disabled by sickness or accident after vacation has commenced, the period of such disability, if verified by a doctor's certificate, to the satisfaction of the Company, will be considered as an absence due to sickness and excluded from vacations. Such an employee will be granted a compensatory number of days of vacation at a time determined on the basis of Clause 8.04 above.

8.07 Upon termination of service, an employee shall be compensated in money in lieu of the accrued vacation due to him. If upon termination, an employee has taken more vacation time than accrued, any overpayment of vacation will be recovered by the Company.

9.00 COMPANY RECOGNIZED HOLIDAYS

9.01 The following days are designated Company recognized holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

plus any other Federal or Provincial holiday as proclaimed.

The period of time recognized as the holiday is the 24 hour period beginning at 12:01 a.m. on the day which is recognized as the holiday.

9.02 When the Company recognized holiday occurs on a normally scheduled work day:

a) An employee not required to work will receive pay at his normal pay rate for his normally scheduled hours.

- b) An employee required to work will be paid his normal pay rate plus the premium rate for the hours worked.
- c) When a Company recognized holiday occurs during an employee's vacation, he will be entitled to an extra day's vacation with pay.

10.00 GRIEVANCE PROCEDURE AND ARBITRATION

10.01 All time periods specified in this Article are exclusive of Saturdays, Sundays and Company recognized holidays.

10.02 A grievance means any complaint concerning the interpretation, application, operation or violation of the terms of this Agreement. If any such grievance shall arise there shall be no stoppage of work because of such grievance.

10.03 An employee claiming a grievance shall proceed in the following manner:

Step 1

The employee shall present his grievance, in writing, on the form provided by the Company, to his immediate supervisor, within ten (10) days of the date of the alleged violation. This supervisor shall reply in writing within five (5) days of having received the grievance.

Step 2

In the event that the grievance is unable to be resolved at Step 1, then it may be further presented, in writing, by the Shop Steward, to the next level of management.

Presentation of the grievance at this step shall be within five (5) days of the response of the immediate supervisor at Step 1. The next level of management reviewing the grievance at this step will, at a mutually agreeable time within five (5) days, convene a meeting to review the grievance. The next level of management reviewing the grievance at this step shall render a decision, in writing, within ten (10) days.

All time periods in Steps 1 and 2 may be extended by mutual consent.

10.04 Any grievance, question or matter which has proceeded through the procedures set forth above and is not settled to the satisfaction of both parties to this Agreement, may be submitted to an Arbitration Board upon written notification by either party to the other. Such notification shall be given within thirty (30) days of the completion of the procedure taken above, otherwise the decision rendered at Step 2 shall become final and binding.

10.05 Where either party to this Agreement requests that a grievance, question or matter be submitted to arbitration, that party shall make such request in writing, addressed to the other party to this Agreement within the time limit prescribed in Clause 10.04 above and at the same time nominate an Arbitrator. The notice shall state the matter at issue and in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought.

10.06 Upon receiving such a notification referred to in Clause 10.04 the other party will nominate an Arbitrator within five (5) days. Should such party fail to appoint an Arbitrator within five (5) days, the first party may request the British Columbia Minister of Labour to appoint such an Arbitrator.

10.07 The two (2) Arbitrators so nominated shall meet within five (5) days and shall attempt to select by agreement a third member who shall act as Chairman of the Arbitration Board. If they are unable to agree upon the selection of the Chairman within a further period of five (5) days, the British Columbia Minister of Labour shall be asked to name an impartial Chairman.

10.08 The Arbitration Board should commence its hearings on the matters presented to it as soon as possible after the appointment of its Chairman.

10.09 The Arbitration Board shall have the authority to determine whether the case before it is in fact a matter for arbitration.

10.10 The Arbitration Board shall have the authority only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.

10.11 The Arbitration Board shall render a decision within fifteen (15) days of the completion of the hearing. The Arbitration Board's decision shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the decision. The decision of the majority shall be the decision of the Arbitration Board.

10.12 Each party shall bear the expense of its nominee. The fees and expenses of the Chairman shall be shared equally between the parties.

10.13 In the event an employee is discharged or suspended he may start his appeal at Step 2 of the grievance procedure, but it must be started within seven (7) days of the discipline. If the Arbitration Board rules an employee has been unjustly disciplined, discharged or suspended, the Arbitration Board may order reinstatement with back pay and restoration of all other rights including seniority.

10.14 Notwithstanding application of the principles stated in Article 10.04 through 10.12, if the Union and the Company can agree on the name of a single, impartial Chairman, the case may be so heard.

10.15 It is agreed between the parties that Section 50 (2) of the British Columbia Labour Relations Act be excluded from operation during the term of this Collective Agreement.

10.16 Grievance Procedure and Arbitration

Notwithstanding all of the provisions of this article, and by mutual agreement of both parties:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, Judy Korbin, or a substitute agreed to by the parties, shall at the mutual request of both parties:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within five (5) working days of the date of receipt of the request; and, for those five (5) working days from that date, time does not run in respect of the grievance procedure.

11.00 UNION STEWARDS AND COMMITTEES

11.01

- a) The Company agrees to recognize a Union Bargaining Committee of one (1) employee. This Committee member may be accompanied by a duly authorized representative of the International Brotherhood of Electrical Workers' Union.
- b) The Union will notify the Company, in writing, as changes are made, of the names of Union Committee members.
- c) The Union agrees to accept responsibility for the payment of wages for all hours spent by members of this Committee while fulfilling the Committee's obligations.

11.02 The Company will recognize one (1) union steward at any given time. To provide a minimum of interference to production the parties agree to the following rules of conduct for the duly elected steward:

- a) A Steward will be allowed reasonable time during working hours for the investigation of a grievance and a dispute, subject to operational requirements of the Company.
- b) If a Steward wishes to be released to investigate a grievance, he will inform his supervisor of the nature and the place of the grievance.
- c) A Steward who is investigating a grievance will note this fact on his timesheet. Upon returning to his own department, he will notify his supervisor who will verify the timesheet and authorize payment to ensure no loss of pay for regular scheduled hours.

11.03 Leave of absence without pay for periods of up to two (2) weeks shall, subject to reasonable advance notice and the operational requirements of the Company, be granted to an Officer of the Union to attend Union sponsored conferences, workshops or conventions.

Applications for leaves of absence under this Article shall be given precedence over any other application for leave during the same period. Normally no more than one (1) employee will be granted leave on this basis at any one time.

12.00 WORK CLOTHING, TOOLS AND EQUIPMENT

12.01 The Company shall supply each regular field employee with the tools and equipment required to perform their duties. The Company will also provide an adequate amount of work clothing, footwear, winter gear and snow/ice footwear as required. It is a condition of employment that those employees who have been issued a uniform must wear the uniform.

12.02 The Company will provide all other personal protective equipment not provided for in Article 12, when required as per Industrial Health and Safety Regulations. Such equipment is to remain the property of the Company and shall be returned upon termination of employment.

12.03 The Company shall reimburse regular employees for safety prescription glasses which meet the B.C.O.A. standards, on a once per year basis when such glasses are required and a receipt is provided. Safety goggles will be provided for all others, as required, for safety reasons.

13.00 BENEFIT AND SECURITY PLANS

13.01 The "Benefit Plans" and "Security Plans" listed below shall be available to employees covered in this Agreement.

- a) Benefit Choices (as outlined in the on-line Choices Program, 2001 Edition for Centra Gas BC Inc. employees)
- b) Pension Choices (as outlined in the on-line Pension Choices Program for Centra Gas BC Inc. employees)
- c) Provincial Health Care (as outlined in the on-line Choices Program, 2001 Edition for Centra Gas BC Inc. employees)
- d) Short Term Disability (as outlined in the on-line Choices Program, 2001 Edition for Centra Gas BC Inc. employees)
- e) Long Term Disability (as outlined in the on-line Choices Program, 2001 Edition for Centra Gas BC Inc. employees)
- f) Employee Savings Plan (as outlined in the on-line Choices Program, 2001 Edition for Centra Gas BC Inc. employees)

13.02 Leaves of Absence

The Company will provide unpaid leaves of absence as set out in the Employment Standards Act.

Jury Duty: The employee will receive his normal salary during jury duty leave less the jury duty fee.

Medical/Dental Appointments: Employees shall be granted reasonable time off for medical and dental appointments. Whenever possible employees should schedule medical and dental appointments outside of working hours. Employees shall not lose any pay as a result of such leave and it shall not be deducted from their Short Term Disability entitlements.

Bereavement: When a death occurs in an employee's immediate family which necessitates his missing regularly scheduled work for attendance at the funeral, and other purposes related to the death, the employee will be granted a leave of absence with pay of up to five days. Extension of this leave may be granted in exceptional circumstances.

Immediate family shall normally be defined as legal spouse, common-law spouse, child, parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece and nephew.

13.03 The Company will indemnify and hold harmless Company employees from legal liabilities imposed upon them arising from their normal course of employment. The Company does not and cannot be expected to assume risk from mistakes by employees which are made by going beyond the scope of their employment or which arise from grossly negligent conduct.

13.04 The Company shall pay the costs associated with the renewal of a Gas Fitter's Ticket.

13.05 Employees required by the Company to attend courses, seminars, or work away from their home base, shall have related costs including course

fees, wages at straight time, travel, meals and accommodation in an approved hotel/motel paid by the Company.

- 13.06 Upon successful completion of a course of study taken by a regular full-time employee, the employee shall be reimbursed by the Company for the tuition fees of such course, to a maximum of \$6,000. per year and a life cap of \$12,000. Note: for multi-year courses leading to a diploma, certification or degree, the employee, upon submitting their application for tuition reimbursement agrees to remain in the employ of the Company for two years from date of graduation. Should the employee leave of their own accord, the total tuition paid to them is immediately reimbursable in full to the Company. Approval must be obtained from the Company as to the eligibility of each course and the amount of reimbursement to be made, prior to the employee's taking the course.
- 13.06 Contracting out:
- a) Employees will not be adversely affected by the use of contractors.
 - b) The use of contractors will be by mutual agreement unless the project(s) are beyond the normal scope or capacity of the employee's duties.
- 13.07 The Company will provide employees with a Short Term Incentive Plan (STIP), as developed by the Company.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed:

CENTRA GAS BRITISH COLUMBIA INC.

**LOCAL #213
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

President & CEO

Business Manager

Director, Operations

Dated this _____ day of _____, 2002.

JOB DESCRIPTION

SENIOR CUSTOMER SERVICE REPRESENTATIVE

Duties & Responsibilities

1. The Senior Customer Service Representative will report to the Manager, Customer Service and be responsible to carry out operational, service and maintenance activities within the framework of Company objectives, policies and programs; and shall ensure the public is protected from any unsafe act or condition pertaining to the transportation, storage, manufacturing and distribution of gas.
2. Perform all the duties required of a Customer Service Representative 1 and be responsible for gas service to all customers on the distribution system.
3. Cooperate with other employees working in the area, direct crews and contractors to carry out required work.
4. Be responsible to schedule the workload and assign work to crews to ensure proper priorities are met.
5. Be responsible for the day to day sales activities and planning functions of Company installations.
6. Keep up to date with all policies and procedures and have a good working knowledge of all standard practice instruction and job breakdown manuals.
7. Carry a pager and be on call when scheduled.

Qualifications:

- a) All qualifications required of a Customer Service Representative 1.
- b) A proven ability to work independently and to provide supervision and direction to other departments or contractors working in the area.

JOB DESCRIPTION

CUSTOMER SERVICE REPRESENTATIVE 1

Duties & Responsibilities:

1. Be able to perform all the duties of a Customer Service Representative 2.
2. Monitor and assist in the installation and maintenance of gas pressure regulation equipment at Company stations. Operate and maintain a standby station for emergency or peak shaving.
3. Direct the work of employees engaged in the construction and maintenance, operations of the gas distribution system and intermediate pressure systems.
4. Maintain and operate all forms of tapping, drilling and stop-off equipment used in gas distribution operations.
5. Prepare all required documents and paperwork on work completed.
6. Direct and control safety on the job, in the shop and in field locations.
7. Monitor and maintain emergency equipment for immediate use.
8. Train subordinate employees in the installation and repair of gas distribution systems and in the use of equipment, tools and instruments.
9. Keep up-to-date and have a good working knowledge of all Standard Practice Instructions and Job Breakdown Manuals.
10. Stock supplies of minor equipment and related components in the warehouse.

Qualifications:

- a) All the qualifications of a Customer Service Representative 2.
- b) Hold a valid Class GB British Columbia Gas Fitter's Licence plus have at least four years in the gas industry and be able to pass a related Company examination.
- c) Have at least two years experience installing mains and services.
- d) A thorough understanding of the operating principles of a gas distribution system. Capable of reading and interpreting engineering drawings, technical reports and operating manuals.
- e) Ability to evaluate conditions quickly and accurately and make decisions to achieve optimum results, particularly under emergent and stressful circumstances.
- f) Be competent in the technical aspects related to public safety, consumer relations and the welfare of the Company's property.
- g) Effective in both oral and written skills.

CUSTOMER SERVICE REPRESENTATIVE 2

Duties & Responsibilities:

1. Repair and make adjustments to residential and commercial equipment on customer premises, install and maintain gas measurement and pressure regulation equipment at customer location.
2. Read meters, change charts, investigate reports of gas leaks, perform routine safety inspections on customer premises and take action to protect the public from any unsafe act or condition pertaining to the distribution of gas.
3. Respond to emergencies on the system and follow direction to carry out appropriate actions involving damage to the system and the escape of gas.
4. Survey and check for leaks on the gas distribution system.
5. Relite station heater pilots and operate stations manually.
6. Be able to interpret construction drawings and prepare as-built drawings. Mark, stake, and otherwise identify the location of gas lines and foreign utilities.
7. Carry out heat fusion and electrofusion operations on the plastic pipe systems and maintain a good working knowledge of the maintenance and operation of all PE fusion equipment.
8. Direct and carry out maintenance programs, abandon, alter and maintain mains, services and related ancillary facilities including valves and cathodic protection systems.
9. Participate in day to day sales related activities and planning functions of Company installations as directed.
10. Assist other Company personnel as directed and prepare all required documents and paperwork.
11. Carry a pager and be on call when scheduled.

Qualifications:

- a) Grade 12 or equivalent
- b) Hold a valid Class GB British Columbia Gas Fitter's Licence and be able to pass a related Company examination.
- c) Must possess a valid BC Class 5 driver's licence.
- d) Must be in good physical condition
- e) Demonstrate a good mechanical aptitude for operations and construction work.
- f) Have a minimum 3 years utility and/or service related experience.
- g) Effective in both oral and written skills.