

AGREEMENT

between:

BC GAS UTILITY LTD.

and

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL UNION LOCAL 378**

Relating to

WAGES AND WORKING CONDITIONS

Effective Date: April 1, 2002

Expiry Date: March 31, 2007

TABLE OF CONTENTS

ARTICLE

PAGE

	Letters of Understanding Index.....	ii
	Subject Index	iii
	Preamble.....	1
1	Recognition of Union.....	2
2	Job Evaluation.....	6
3	Grievance Procedure and Arbitration.....	12
4	Seniority.....	17
5	Employment, Transfer and Termination.....	19
6	Posting of Job Vacancies.....	21
7	Layoff and Recall.....	25
8	(Merged with Article 7 in 1998).....	29
9	Leaves of Absence.....	30
10	Paid Sick Leave Allowances.....	34
11	Uniforms and Protective Clothing.....	37
12	Shift Work.....	38
13	Statutory Holidays.....	41
14	Annual Vacations.....	42
15	Hours of Work and ADO's.....	46
16	Overtime.....	50
17	Headquarters, Travelling Allowances, Moving Expenses and Living Expenses.....	55
18	Salaries.....	58
19	Employee Definitions.....	73
20	Training.....	75
21	Benefit Plans.....	78
	Signature page.....	82
	Letters of Understanding.....	83
	Schedule A.....	125

LETTERS OF UNDERSTANDING

	Page
#1 Exemptions	83
#2 Mailing Service.....	84
#3 Customer Service Representative Leader	85
#4 Gas Controller Trainees	86
#4A Relief Gas Controllers	87
#7 Gas Controllers	88
#7A Transportation Coordinators	91
#9 Harassment in the Workplace	93
#10 Monthly Employee Information.....	95
#11 Compassionate Leave -- Columbia	96
#13 Hours of Work - Service Centre.....	97
#13A Designated Relief Service Centre Reps.	98
#13B Non-rotating Shifts - Service Centre..	99
#14 Job Sharing	100
#15 Safety of Employees Working at Night ...	104
#19 Inter Bargaining Unit Transfers	105
#20 Training/Travel Guidelines.....	106
#21 Co-operative Educational Students.....	108
#22 LTD Employees Returning to Work	110
#23 BC Gas Utility Employees on Secondment to BCGI for Overseas Project	111
#25 Transportation Coordinators	113
#26 Springfield Customer Care Centre	<u>Deleted in 2002</u>
#28 <u>A Successorship between BCGU & CustomerWorks</u>	<u>117</u>
#29 Electronic Job Postings	121
#30 <u>Consolidation of Overtime, Vacation and ADO Timebanks</u>	<u>123</u>
#31 <u>Hours of Work – Emergency and Operations Representative</u>	<u>131</u>

SUBJECT INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>	
ADO's	15.08	47	
Annual Vacation	14.00	42	
Arbitration	3.10	15	
Benefit Plans	21.00	78	
Bargaining Unit Work	1.01	2	
	1.09	4	
Blue Circle Salary Treatment	18.06(f)	69	
Broken Vacations	14.05	43	
Bulletins (Job Postings)	6.02	21	
Bulletin Boards	1.06	4	
Bumping	7.02	25	
Call-Outs	16.06	51	
Certification - Labour Relations Board	1.01	2	
Clothing	11.00	37	
Coaching & Counseling	5.04(a)	19	
Cooperative Education Students	LOU#21	108	
Complaints	3.06	14	
Consolidation of Timebanks	LOU#30	122	
Contracting Out	1.10	4	
Core Hours	15.01	46	
Customer Service Rep. Leaders	LOU#3	85	
Definitions	18.06	69	
Demotions	18.06(b)	69	
	18.10	72	
Dental Plan	21.03	79	
Designated Relief Service Centre Rep	LOU#13A	98	
Discipline	5.05(b)	20	
Discrimination	1.08	4	
Districts - Definition	7.05	28	
Electronic Job Postings	LOU#29	121	
Employee Definitions	- General	19.00	73
	- FTR	19.01	73
	- PTR	19.02	73
	- Temporary	19.03	74
Employee Safety at Night	LOU#15	104	
Employment Agency	1.11	4	
Employment, Transfer & Termination	5.00	19	
Expenses	- Motor Vehicle	17.03(d)	55
Extended Health Benefits	21.01	78	
First Aid	16.11(c)	53	
Floor Rates	18.02	63	
Grandfathered FTT's	19.03	74	
Grievances	3.00	12	
Group Life Insurance	21.02	79	
Harassment	LOU#9	93	
Headquarters	- General	17.01	55
	- Working elsewhere	17.03	55

SUBJECT INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>	
Helicopter Premiums	16.11	53	
Hierarchical Promotions	6.08	24	
High Time	16.11	53	
Hours of Work	- General	15.00	46
	- Definitions	15.01	46
	- Work Week	15.02	46
	- Work Day	15.03	46
	- Working Hours	15.04	46
	- Work Breaks	15.05	47
	- Lunch Break	15.06	47
	- Non Core Premium	15.07	47
	- ADO Application	15.08	47
	- Flexible Hours	15.09	49
	- Overtime	16.00	50
	- Service Centre	LOU#13	97
	- Emergency & Operations Reps	LOU#31	123
Internet	5.02(b)	19	
Inter Bargaining Unit Transfers	LOU#19	105	
Job Classification System	2.01	6	
Job Descriptions	2.02	7	
Job Review Requests	2.04	8	
Job Classification Appeals Committee	2.05	9	
Job Selection	6.03	22	
Job Selection Grievances	3.05	13	
Job Sharing	LOU#14	100	
Job Titles by Salary Group	Schedule "A"	125	
Lateral Transfers	18.09	72	
Lay-off	7.01	25	
Lay-off Bumping	7.02(a)	25	
Lay-off Recall	7.02(d)	27	
Leaves of Absence	- Funeral	9.01/02	30
	- General	9.05	30
	- Jury Duty	9.03	30
	- Maternity Leave	9.06	31
	- Medical/Dental	9.04	30
	- Union Business	1.05	3
Length-of-Service-Increases	18.03	65	
Life Insurance	21.02	79	
Living Expenses	17.05	56	
Living Allowance	17.07	56	
Long Term Disability	21.04	80	
Mailing Service	LOU#2	84	
Management Rights	1.07	4	
Maternity Leave	9.06	31	
Mileage Expense	17.03(d)	55	
Minimum Paid Periods	16.02	50	

SUBJECT INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>	
Medical and Dental Appointments	9.04	30	
Medical Certificates	10.13(a)	36	
Medical Services Plan	21.01	78	
and Extended Health Benefits	21.01	78	
Moving Expenses	17.09/10/11/12/13	56/57	
Notice of Termination	5.03	19	
Occupational Health & Safety	16.11(c)	53	
Overtime	- General	16.00	50
	- Minimum Paid Periods	16.02	50
	- Rest Periods	16.05	50
	- Call-Outs	16.06	51
	- Travel Time Payments	16.08	51
	- Meal Provisions	16.09	52
	- Alternative Transportation	16.10	52
	- Banking	16.07	51
Parental Leave	9.07	32	
Part-Time Regular to Full-Time Regular	6.09	24	
Past Service Credits	14.12	45	
Permanent Promotions	18.07	70	
Personnel Files	5.05	20	
Policy Grievances	3.03	12	
Posting of Job Vacancies	6.00	21	
Premium Payments	- General	16.12	54
Probationary Period	5.01	19	
Project Protocol	5.07	20	
Promotions, Demotions, Transfers	18.06	69	
Recall	7.03	27	
Recognition of the Union	1.01	2	
Red Circle Salary Treatment	18.06(e)	69	
Relief Gas Controllers	LOU#4A	87	
Relieving on Higher Grouped Job	14.08	44	
Rest Periods	16.05	50	
Safety Footwear	11.03	37	
Salary Schedule	- General	18.01	58
	- Increases	18.04	67
	- Hiring Rates	18.05	68
Scheduling Vacations	14.06	44	
Section 103	3.13	16	
Seniority	4.00	17	
Service	14.12	45	
	4.06	18	
Service Centre	LOU#13	97	

SUBJECT INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE NO.</u>
Severance Pay/Notice	5.03	19
	7.06	28
	7.01(e)	25
Sexual Harassment	LOU#9	93
Shift Work	- General	38
	- Gas Controllers	88
	- Transportation Coordinators	91
Union Stewards	1.04	2
Sick Leave	10.00	34
Standard Hours	15.01	46
Standby	16.13	54
Statutory Holidays	- General	41
	- During Vacations	44
Subsidiaries	-BCGI	111
Successorship between BCGU & CustomerWorks	LOU#28	117
Supervisory Relief	18.08(a)2	71
Telephone Consultation	16.14	54
Temporary Jobs	6.06	23
Temporary Promotions	18.06(d)	69
	18.08	71
Term of Agreement	Preamble	1
Termination Notice	5.03	19
Trade Differential & Floor Rates	18.02	63
Trainee Scales - Gas Controllers	LOU#4	86
Training	20.00	75
Transfers	18.06(c)	69
Transfer Date to New Job	6.07	24
Transportation Coordinators	LOU#7A/LOU25	91/113
Travelling Allowances	17.03	55
Travel/Training Guidelines	LOU#20	106
Travel Accident Policy	21.06	81
Union Dues	1.03	2
Uniforms and Protective Clothing	11.00	37
Vacations	- General	42
	- Inland/Columbia	45
Workers' Compensation Board	10.16	37
Work Leadership Responsibilities	2.08	110
Work Week	15.02	46
Work Day	15.03	46
Working Hours	15.04	46

NOTE: Underlining in the text of an Article indicates new language.

THIS AGREEMENT made

Between:

BC GAS UTILITY LTD.

(hereinafter called the "Company")

and

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL UNION LOCAL 378**

representing the employees of **BC GAS UTILITY LTD.**

affected by this Agreement

(hereinafter called the "Union")

PREAMBLE

WITNESSETH that the Parties agree to exclude the operation of Section 50(2) of the Labour Code of British Columbia and that the following provisions shall take effect and be binding upon the Company and the Union for the period commencing 2002-04-01 and ending on 2007-03-31 and thereafter until terminated as follows:

Either party may at any time within 4 months immediately preceding the expiry date of this Agreement, give written notice of its intention to reopen or amend the Agreement on its expiry date. After the expiry date and until a revised Agreement is signed, this Agreement and all its provisions shall remain in full force and effect until such revised Agreement is signed without prejudicing the position of the revised Agreement in making any matter retroactive to any date detailed in such revised Agreement.

Notwithstanding the paragraph above, the employees may strike, and the Company may lock out after this Agreement expiry date, within the provisions of the legislation existing at the time as a part of the negotiating process in arriving at a new Agreement.

ARTICLE 1

RECOGNITION OF THE UNION

- 1.01 This Agreement shall apply to and be binding upon all employees of the Company described in a certificate issued to the Union by the Industrial Relations Council of British Columbia dated 3 April 1991 and which are all employees of the Company in its establishments in British Columbia, in any phase of office, clerical, technical, administrative or related work and including gas controllers, field workers employed by the employer (such as representatives, salespersons, engineering survey persons, safety inspectors, construction inspectors, who are mentioned by way of example only and not to limit the generality of the term "field workers") but excluding those field workers who are represented by the International Brotherhood of Electrical Workers, Local 213, employed by the employer in transmission, distribution, liquefaction and storage, construction and maintenance, customer service, fabrication and repair shops.
- 1.02 The Company agrees that all employees covered by this Agreement shall, within 15 days of the date hereof, or within 15 days of their employment by the Company, whichever event shall later occur, as a condition of employment, become and remain members of the Union. The Company shall deduct from each affected employee's pay the amount of any union dues and assessments, and remit same to the Union monthly, together with the information as to the persons from whose pay such deductions have been made.
- 1.03 The Union will provide the Company with official forms, covering Application for Membership, Initiation and Authorization for Dues Deduction.
- 1.04 The officers, representatives and members of the Union shall not engage in any activity of the Union on Company time or on Company premises, except by prior authority of the Company. The Union shall advise management as to who represents the Union as Union Officers, Union Stewards and Union Representatives. Union Stewards may carry out their Union duties relative to the Agreement on Company time in the town in which the Steward is located, subject to his/her Supervisor's approval.

ARTICLE 1

RECOGNITION OF THE UNION (continued)

- 1.05 The Company will grant leave of absence without pay to employees who are:
- a) Acting as full-time officers or representatives of the Union (but excluding the Union clerical staff). Such employees will be placed on leave of absence, with the time involved considered as service with the Company. On conclusion of such leave of absence employees will return to the position they previously held with the Company.
 - b) Elected as representatives to attend Union meetings, conventions, or to Union business.
Reasonable notice for such leaves of absence must be given to the Company.
 - c) The Company will not charge the Union for salaries of employees absent from work to attend Executive Board or Executive Council meetings, where the leave of absence is 1 day or less. Time away will be by arrangement between the employee and their Supervisor, and such time off will not be unreasonably withheld.
 - d) The amount of leave granted for the purpose of attending Executive Board meetings shall not exceed 40 working days per year in total for the bargaining unit. The maximum leave granted for Executive Council meetings shall not exceed 130 working days per year in total for the bargaining unit.
 - e) Where a leave of absence specified in (c) above exceeds 1 day and for all other leaves of absence for Union business not specified in (c) above, the Union is responsible for the costs of the leaves, including salary and a loading factor of 17.3%.
 - f) The Parties agree that Article 1.05 (c) of the Collective Agreement is interpreted to mean that the Union will reimburse the Company for all time lost whenever an employee is continuously involved in Union business for more than 1 day, even if it is an Executive Board meeting, an Executive Council meeting, or a combination of the two.

ARTICLE 1

RECOGNITION OF THE UNION (continued)

- 1.06 Bulletin boards shall be made available to the Union for the purpose of posting Union notices relating to meetings and general Union activities. With the exception of routine notices of OPEIU meetings, OPEIU elections, job bulletins to fill vacancies in the OPEIU office and notices of appointment, all notices shall be submitted to the Company for approval before being posted.
- 1.07 The Company retains the right to manage its business and direct the working forces, provided it does not conflict with the provisions of this Agreement.
- 1.08 Neither the Union nor the Company, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, or any other grounds under the BC Human Rights Act.
- 1.09 Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term operational or personnel difficulties when bargaining unit employees capable of performing the work are not available.
- 1.10 The Company will not contract out work normally performed by bargaining unit employees if such contracting out will result in any termination or downgrading of an existing employee.
- 1.11 Persons referred by an employment agency will become temporary employees of the Company after accumulating 25 working days in a calendar year.
- 1.12 When employees covered by this Agreement are assigned away from their regular headquarters overnight to work on a construction project being done by Company employees who are members of another bargaining unit, their supervisors will assign them overtime on the same basis as those employee members of the other bargaining unit, provided the work is available.

ARTICLE 1

RECOGNITION OF THE UNION (continued)

- 1.13 The Company shall provide each employee with a copy of the Collective Agreement within 90 calendar days of a revised agreement being ratified and signed by both parties. New employees shall be provided with a copy of the Collective Agreement at the time of their hire. In addition, the Company will allow up to one-half hour of paid time at the Company's employee orientation sessions for a Union Representative to meet with new employees for the purpose of informing them of their rights and obligations as Union members.
- 1.14 a) A consultation committee shall be established in accordance with Section 53 of the Labour Relations Code.
- b) At the request of either party, the parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- c) The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- 1.15 The Company will indemnify and hold harmless Company employees from legal liabilities imposed upon them arising from their normal course of employment save in the case of gross negligence or willful misconduct by an employee.

2.01 THE JOB CLASSIFICATION SYSTEM

- a) The BC GAS/OPEIU Point-Factor Plan shall be the sole determinant of job groupings for the Classification Levels used in the Job Classification System.
- b) The Company shall be responsible for maintaining the Job Family and Level definitions and evaluations to meet ongoing operational requirements.
- c) The job levels for employees shall be determined by application of the Job Classification System, except as outlined in Article 2.07.
- d) The parties acknowledge the practicality of determining the evaluation of a position by the use of Job Family and level definitions, particularly where a specific job is clearly defined by the Family, Sub-Family, Level Definition or Summary of a Representative Job and where there is an appropriate benchmark (or benchmarks) as a comparison. However it is also acknowledged that the evaluation of specific positions may not be so readily determined because the job is not clearly defined in the Job Family and Level definitions and/or there are no comparable benchmarks; in these cases, the position(s) will be evaluated under the Point Factor Plan. It is understood that all benchmarks will be point-factored.
- e) Should there be a dispute as to whether the evaluation of a position has been properly determined pursuant to application of either the Job Family and Level definitions or the Point-Factor Plan, the matter will be referred to the appeal process set out in the remainder of this Article. If the appeal proceeds to the Standing Arbitrator, the level must be confirmed by the Point Factor Plan pursuant to Article 2.05(b).
- f) The Human Resources Department (HRD) is responsible for ensuring that all Job Descriptions and Evaluations are current and that every job is reviewed at least once every three (3) years. In order to discharge this responsibility, the HRD shall plan and carry out an annual review schedule that encompasses approximately one-third (1/3) of all active, evaluated OPEIU jobs.

ARTICLE 2

JOB EVALUATION (continued)

2.02

JOB DESCRIPTIONS

- a) The Company agrees that it will provide the Union with copies of all current job descriptions covering employees for whom the Union is certified as the bargaining agent.
- b) The Company shall provide the Union with descriptions of new jobs as soon as operational requirements permit. The Union will be provided with a copy of the new, evaluated job description at least 3 working days prior to the new job being bulletined.
- c) A new job is defined for the purpose of this Article as:
 - 1. A newly created job which has not previously existed, or;
 - 2. Any job within a section, the duties of which have not been performed by an employee within that section during the previous 6 month period. Seasonal jobs, agreed training jobs and jobs which are part of a hierarchy within a section, will not be considered as new jobs under this definition.
- d) When jobs are to be downgrouped the Union will be notified and given reasons in writing 30 calendar days prior to the effective date.

2.03

SALARY TREATMENT

- a) Changes in job groupings will be treated as follows:
 - 1. upgroupings - Article 18.07 (a)
 - 2. downgroupings - Article 18.06 (e).
- b) Those employees who were downgrouped prior to May 1, 1989 and were red circled, shall receive blue circle salary treatment.

Those employees who were downgrouped prior to May 1, 1989 and were blue circled, shall continue to receive blue circle salary treatment.

ARTICLE 2

JOB EVALUATION (continued)

2.04

JOB DESCRIPTION AND EVALUATION PROCEDURES

a) Job Review Requests

1. The incumbent(s) or the Union may request that a job be reviewed.
2. The Supervisor shall, within 7 calendar days of receipt of the request, either accept or reject the request. If the request is rejected, the incumbent(s) or the Union may initiate an appeal pursuant to Article 2.04(b) within 7calendar days of notification of the rejection.
3. If the request is accepted, the Company will have 14 calendar days to prepare and issue a draft job description to the incumbent(s) and the Union. The Company will then have an additional 14 calendar days in which to issue a final evaluated job description.
4. Upon receipt of the agreed job description, the incumbent(s) or the Union may appeal the evaluation on the grounds outlined in Article 2.05(b) (1) within 28 calendar days. Such appeal shall be in writing and specify the grounds of the appeal.

b) Job Evaluation Appeal Procedure

1. Step 1

The appeal will be jointly investigated by an OPEIU Job Evaluation Officer and the appropriate HRD Officer in an effort to resolve the appeal with the supervisor and the employee. Following completion of the investigation, the supervisor will consider the appeal and provide a written response to the OPEIU Job Evaluation Officer and the HRD Officer within 10 working days.

2. Step 2

An appeal not settled at Step 1 may be referred in writing by the Union to the appropriate Vice President within 10 working days of the Step 1 reply. The Parties shall meet to discuss and attempt to resolve the appeal. The Company shall reply within 15 working days of the date of the written referral to Step 2. If the appeal is not settled at this step, it may be referred to Step 3 by the Union within 40 working days of receipt of the Company's reply.

3. Step 3

If the appeal is not resolved in (2) above, then the appeal shall be referred to the Job Evaluation Appeals Committee for a final and binding decision.

ARTICLE 2

JOB EVALUATION (continued)

2.05

JOB EVALUATION APPEALS COMMITTEE

- a) The Job Evaluation Appeals Committee (JEAC) shall consist of 4 nominees from the Company and 4 from the OPEIU. In the event of the resignation of either Party's nominee(s), the nominee(s) shall be replaced within 30 calendar days. There shall also be a Standing Arbitrator appointed from time to time as required upon nomination and approval of the Parties. At any time, by 30 days written notice of 1 party upon the other, the services of the Standing Arbitrator may be terminated.
- b) Authority
 1. To receive and to rule on appeals from employees, or the Union regarding the interpretation and application of the Job Classification System in terms of:
 - a) whether all assigned duties and responsibilities have been considered in making the job classification decision;
 - b) whether the job has been assigned to the appropriate Job Family based on its assigned duties and responsibilities;
 - c) whether the job has been assigned to the appropriate Classification level based on its assigned duties and responsibilities; and
 - d) whether the level is confirmed by the Point Factor Plan.
 2. To recommend to the Parties administrative procedures required for JEAC to effectively carry out its responsibilities.
- c) Procedures
 1. JEAC decisions shall be by majority vote of the voting members. Voting members, 2 from the Company and 2 from the Union shall be selected by the Parties in advance of each meeting.
 2. All voting members of the committee shall cast a vote on all questions. Tied votes shall be resolved by the casting of a vote by the JEAC Standing Arbitrator.

ARTICLE 2

JOB CLASSIFICATION APPEALS COMMITTEE (continued)

2.06

COST APPORTIONMENT

a) **JEAC STANDING ARBITRATOR**

1. The costs of the Standing Arbitrator shall be shared equally by the Parties. Such costs shall include the following: Arbitrator's salary and benefits, secretary, travel and incidental expenses.
2. The shared portion shall be billed to the Union.
3. A per diem rate will be determined by the Parties and reviewed and approved by the Parties annually. Where the parties cannot agree upon the per diem rate, such matter shall be referred to arbitration under Article 3.10 of the Collective Agreement. Such per diem rate will be shared equally by the Parties.

b) **JEAC Members**

The salaries of the JEAC members appointed by the OPEIU shall be paid by the Company. Expenses of these members shall be the responsibility of the OPEIU.

2.07

JOB EVALUATION EXCLUSIONS

- a) If either of the Parties is of the opinion that the circumstances of a job are such that its value cannot be determined solely by application of the Job Classification System, the job shall be discussed by the HRD Officer and Union Job Evaluation Officer (or delegates) to resolve the question. If they agree, they will document the reason(s) for the Job Evaluation Exclusion.
- b) If they cannot agree on the exclusion, or an agreement has not been reached within 5 working days, the question shall be referred to the JEAC Standing Arbitrator who will act as a single arbitrator in determining the applicability of the Plan to the job in question. The JEAC Standing Arbitrator will provide a ruling final and binding on both Parties, except as provided for in 2.07(d), within 5 working days of receiving the question and will provide the Parties with documented reason(s) for the ruling.
- c) In the event that the Parties are unable to agree on an appropriate salary for a Job Evaluation Exclusion within 10 working days of a decision under (a) or (b) above, the Company shall implement the salary they proposed for the job, subject to the Union's right to refer the matter to arbitration pursuant to Article 3.10.

ARTICLE 2

JOB EVALUATION EXCLUSIONS (continued)

- 2.07 d) Excluded jobs will be reviewed bi-annually by the HRD Officer and the Union Job Evaluation Officer (or delegates) to determine whether or not the reasons for exclusion still exist and whether or not the Job Evaluation Exclusion status should continue to apply. If they cannot agree, then (b) above shall apply.
- e) Once a question of exclusion has been resolved under the provisions of (a), (b) and/or (d) above, the question may not again be raised for the same job(s) within the term of the Collective Agreement.
- f) Salary treatment resulting from the application of the provisions of Article 2.07 shall be as per Article 2.03 (a).

2.08 **WORK LEADERSHIP RESPONSIBILITIES**

Work leadership responsibilities shall be as follows:

- a) may perform duties largely similar to those whose work s/he directs;
- b) may perform duties related to, but at a higher level than the work of the subordinates whom s/he directs;
- c) relieves the supervisor of detailed supervision of routine aspects of the work by:
1. ensuring even work flow and consistency of effort;
 2. allocating various phases of work to different individuals within a general framework laid down by the supervisor;
 3. transmitting the supervisor's instructions to other employees;
 4. performing a quality control function in respect to subordinates;
 5. warning subordinates of unacceptable performance (quality or quantity of work) or conduct (observance of hours, appearance, etc.). Should a subordinate's performance or conduct fail to improve as a result of such warning then the work leader will bring the matter to the attention of the supervisor who will then take suitable disciplinary action;
 6. assists the supervisor in his/her responsibilities by providing on-the-job detailed training to employees with respect to the performance of their job duties.
- d. if the classification of a job which has Work Leadership responsibilities does not result in a group which is at least one higher than that of any subordinate OPEIU position, then a group one higher than that of the highest OPEIU subordinate shall be assigned.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

3.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Company who is a member of the bargaining unit. The grievor shall be allowed the necessary time off with pay to attend grievance meetings with the Company, including his/her arbitration hearing to a maximum of 7.5 hours per day at straight time, excluding travel time, cost of transportation and cost of board and lodging.

3.02(a) In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the parties to this Agreement concerning the discipline, dismissal or suspension of an employee bound by the Agreement or any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances or disputes arising during the life of this Agreement shall be settled without stoppage of work and without strike or lockout.

3.02(b) Throughout the grievance procedure, Supervisor could mean Manager, and Department Head could mean Manager or Business Leader, and Vice-President could mean Director, as applicable to the specific line organization.

3.03 **UNION OR COMPANY (POLICY) GRIEVANCES**

- a) Should either the Union or the Company consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; or any questions as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:
- b) Deleted in 1999.
- c) Should a policy grievance raised by the Union remain unresolved, the Union may refer the grievance to the Vice-President of Human Resources who shall, within 15 working days of the referral, arrange for no less than two Vice-Presidents to hear the Union's grievance and render a written decision within ten working days of the meeting.

ARTICLE 3 **GRIEVANCE PROCEDURE AND ARBITRATION (continued)**

- 3.03 d) If the grievance remains unresolved it may be submitted to a third party pursuant to Articles 3.10 or 3.13.

3.04 **TERMINATION, SUSPENSION GRIEVANCES**

Grievances concerning termination or suspension of an employee may be submitted directly to Step 2, Article 3.08 at the option of the grieving party, within 10 working days of the termination or suspension.

3.05 **JOB SELECTION GRIEVANCES**

- a) Should any applicant feel that preference has not been given under the terms of Article 6.03, or should a more senior applicant feel aggrieved as a result of a job selection under Article 6.03, the applicant or a Union Representative on his/her behalf, will raise the matter with the selecting supervisor or nominee within 10 working days of the date the unsuccessful applicant was notified in writing.

STEP 1

- b) The selecting supervisor or nominee will meet with the Union Representative and the unsuccessful applicant within 10 working days of being notified that a grievance has been filed to review the selection.
- c) The selecting Supervisor, or nominee, will reply to the Union in writing within 5 working days with his/her decision to support or reverse the selection, and the reasons for the decision. A copy of this letter will be sent to the grievor.

STEP 2

- d) Should the employee not be satisfied with the reply from the Supervisor, the Union may raise the matter with the Department Head in writing (with a copy to the Labour Relations Officer) within 5 working days of the reply from the selecting Supervisor.
- e) The parties will meet within 10 working days of the referral in (d) above, and the Department Head will render his/her decision in writing within 5 working days of the meeting.

STEP 3

- f) The Union may refer the matter to arbitration under Article 3.10 at any time within 15 working days of the reply in (e) above.

ARTICLE 3 **GRIEVANCE PROCEDURE AND ARBITRATION (continued)**

3.06 **EMPLOYEE COMPLAINT**

Should an employee have a complaint, the employee along with the Union Steward whenever possible, will normally discuss such complaint with his/her immediate Supervisor in an effort to resolve same. Such discussion will take place not later than 10 working days after the event causing the complaint or within ten 10 working days from the time the employee became aware of the event causing the complaint.

GENERAL GRIEVANCES

3.07 **STEP 1**

- a) Should a complaint be unresolved, the complaint may be submitted by the Union Steward to the Department Head in writing, with a copy to the immediate Supervisor, the Union, and to the Labour Relations Officer, not later than 7 working days from the date the complaint was first discussed under the complaint procedure, and will be considered a Step 1 grievance.
- b) The Department Head (or nominee) will discuss the grievance as required with the Union Steward and/or Union Representative and render a written decision to the Union Representative with copies to the Union Steward, the Vice President and Labour Relations within 7 working days of the date of the referral at Step 1.

3.08 **STEP 2**

- a) Should a grievance be unresolved at Step 1, the Union may refer the matter to Step 2 by writing to the applicable Vice-President, with a copy to the Department Head and Labour Relations, within 10 working days of receipt of the decision at Step 1.
- b) Within 10 working days of receipt of the Union's referral to Step 2, the Vice-President will discuss the grievance with representatives of the Union and render a decision in writing within 10 working days of the discussion.

3.09 **STEP 3**

- a) If the parties are unable to resolve the dispute the Union may refer the matter to Step 3 within 10 working days of the Step 2 response, by writing the Vice-President Human Resources and the applicable Senior/Executive Vice-President.
- b) Within 15 working days of receipt of the Union's referral to Step 3, the Vice-President Human Resources and the Senior/Executive Vice-President will discuss the grievance with representatives of the Union.

ARTICLE 3 **GRIEVANCE PROCEDURE AND ARBITRATION (continued)**

GENERAL GRIEVANCES (continued)

- c) Within 10 working days of the discussion of the grievance between the Vice-President, Human Resources, the Senior/Executive Vice-President and representatives of the Union, the Vice-President Human Resources and the Senior/Executive Vice-President will submit their decision to the Union in writing.
- d) Within 20 working days of receipt of the written reply at Step 3, the Union may refer the grievance to arbitration as set out in Article 3.10.

3.10 **ARBITRATION PROCEDURE**

- a) Any grievance which has been properly processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of potential arbitrators. The other party shall not be obligated to agree to 1 of the names put forward. Nevertheless, the Union and the Company shall, within 5 working days of notification being received by the other party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party to the Minister of Labour to appoint an arbitrator.

- b) The arbitrator shall be requested to render a decision within a period of 1 month following his/her appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.
- c) The arbitrator shall not be vested with the power to change, modify, or alter any part of this Collective Agreement except under the provisions of Section 98 of the Industrial Relations Act of British Columbia.
- d) Each party shall pay one-half of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

ARTICLE 3 **GRIEVANCE PROCEDURE AND ARBITRATION (continued)**

- 3.11 Time limits specified in Article 3 may be extended by written agreement between the two parties.
- 3.12 The processing of any grievance may begin with Step 2 by mutual agreement of the parties.

SECTIONS 103 AND 87

- 3.13 Notwithstanding all of the foregoing provisions of this Article, at any time after the commencement of Step 1, the procedure set out in Section 103 of the Labour Relations Code of British Columbia (Bill 84 - 1992) may be implemented as follows:
- "Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this collective agreement, Mr. V. Ready or a substitute agreed to by the parties, shall at the request of either party:
- a) investigate the difference;
 - b) define the issue in the difference; and
 - c) make written recommendations to resolve the difference within 5 days of the date of receipt of the request; and, for those 5 days from that date, time does not run in respect of the grievance procedure."
- 3.14 Section 87 of the Labour Relations Code of British Columbia shall be excluded by the operation of Article 3 of this Collective Agreement unless otherwise agreed by the parties on an ad hoc basis.

ARTICLE 4

SENIORITY

- 4.01 a) Seniority for the purpose of this Agreement shall be established on the basis of length of service with the Company as an employee within the terms of Article 1.01, and shall date from the commencement of such service. Seniority shall accrue on a Company-wide basis with BC Gas or its predecessor companies.
- b) A regular employee shall be deemed to have seniority after 3 months' service. After completion of 3 months' service, seniority shall accrue from the date of employment.
- c) Part-time regular employees shall accumulate seniority on the basis of time worked.
- d) A temporary employee shall be deemed to have seniority after a total of 6 months accrued service accumulated on the basis of time worked, provided at least 1 day is worked in each calendar month, except that an employee on maternity leave or absent due to a disability caused by an off-the-job sickness or accident shall retain his or her seniority.
- 4.02 The Company shall keep a record showing the date upon which each employee's service commenced and terminated. A revised seniority list shall be prepared by the Company quarterly, and an electronic copy of the revised list will be forwarded to the Union the following month. The most current seniority list shall also be published on the Intranet.
- 4.03 An employee cannot count for seniority purposes, time lost from the Company's service as a result of being disciplined or while on lay-off.
- 4.04 An employee who is granted a leave of absence from the Company's service shall not lose seniority thereby.

ARTICLE 4

SENIORITY

- 4.05 a) If an employee with five or more years of seniority in the OPEIU bargaining unit resigns or otherwise leaves the bargaining unit and subsequently is rehired into the bargaining unit after January 1, 1998, s/he may reinstate this prior seniority to be effective five years after the employee's return to the bargaining unit if:
1. the employee serves notice to the union of intent to reinstate within two years of his or her return to the bargaining unit; and
 2. the employee satisfies all other terms and conditions of reinstatement as determined by the union.
- b) This article does not in any way diminish the company's rights with respect to the employee's probationary period.
- 4.06 "Service", for the purpose of this Agreement shall be established on the basis of employment with the Company, whether or not under the terms of Article 1.01, and shall commence from the date last employed.

ARTICLE 5

EMPLOYMENT, TRANSFER AND TERMINATION

- 5.01 a) Any employee entering the Company in jobs covered by the Union's certification will be considered as probationary for a period of 90 days at work and the Company may terminate their employment for any reason, except as provided in Article 1.08.
- b) The Company may elect to extend the probationary period by a further period of up to 3 months by notifying the employee and the Union in writing any time prior to the expiration of the first 3 month probationary period set out in Article 5.01(a) above. Such extended probation will be only to allow further performance assessment, and therefore the Company may terminate the employee during this extended probationary period for reasons of inadequate performance and the provisions of Article 5.04 will not apply. All other provisions of the Agreement, including the accrual of seniority, will apply.
- c) The letter extending the probationary period under Article 5.01(b) above will outline reasons for such extended probationary period.
- d) A temporary employee entering a full-time or part-time regular position in a different classification from a temporary position previously held, shall be subject to a three-month performance probation. The employee may be terminated during this period solely as a result of inadequate performance. The probationary period may be extended for an additional one month by mutual agreement of the parties.
- e) FTR probationary employees, pursuant to Articles 5.01(a) and (b) are not eligible to bid on temporary positions.
- 5.02 a) Employees may be dismissed for cause without notice. The Company shall immediately notify the Union in writing stating the reasons for the dismissal. In the event the Union is not in receipt of a copy of such written notification and the same is not a willful act on the part of the Company, then such an event shall not be a breach of the terms and conditions of this Agreement.
- b) BC Gas electronic media (including Internet access and e-mail) must not be used to access deliberately, download, store, copy or transmit pornographic, racist or sexist material. The parties further agree that any such activity is considered just cause for termination without compensation. This agreement does not prejudice either party with respect to discipline for any other types of offences.
- 5.03 Temporary employees shall give or receive the lesser of 10 working days notice of termination of employment or one working day notice for each month worked.
- 5.04 a) The Company recognizes the distinction between culpability and non-culpability as they relate to employee behaviour and performance. The company emphasizes coaching and counseling to correct non-culpable behaviour and performance. Coaching is an informal process that occurs on a day-to-day basis. When the employee's manager implements the counseling stage, s/he will meet with the employee and the Union steward to develop a written action plan for improvement.

ARTICLE 5

EMPLOYMENT, TRANSFER AND TERMINATION

- b) Where the employee, despite appropriate coaching and counseling, is unable to achieve a reasonable standard of performance or behaviour, and where the employee is not culpable, the manager will place the employee on a performance probation of not less than 3 months. During this period the manager will continue to work with the employee and the Union steward with the view to improving the employee's performance to a satisfactory level to avoid termination. The parties will also cooperate with the view to placing the employee into a more suitable position within the Company.
 - c) If at the end of the probationary period no suitable alternative has been agreed to, the company may discharge the employee.
- 5.05
- a) Employees may review their own personnel files. This may be done by making a written request to a Human Resources Management Officer, with a copy to the employee's Supervisor. Arrangements will be made for the employee to sit at a desk or in an office to review the file in the presence of the Human Resources Management Officer or his/her designate. It is understood that the file or any of its contents may not be removed from the designated area.
 - b) A disciplinary notation or adverse performance notation which will form part of the employee's general record with the Company must be shown to the employee prior to being placed on the employee's file. The employee may initial the notation, but this will acknowledge only awareness of its existence, and the employee may write a rebuttal which must also become part of the employee's file.
 - c) Adverse disciplinary and/or performance notations must be removed from an employee's file 2 years after having been written. It is understood that repeated offenses will continue to remain on record until a clear 2 year period has been established.
- 5.06 deleted in 2002
- 5.07 When specific projects or new or revised processes are to be planned and/or implemented, and the company seeks OPEIU members to be part of the planning and/or implementation process, the parties will meet to determine:
- a) the extent to which OPEIU members will participate in the process, if at all;
 - b) the manner in which recruitment for the process is conducted;
 - c) whether compensation is warranted for that participation;
 - d) if the parties are unable to agree regarding compensation, the matter will be referred to the process established under Article 2.07(b).

This Article covers only employees whose regular job duties do not involve planning or implementing change to the company's operating procedures or processes.

ARTICLE 6

POSTING OF JOB VACANCIES

- 6.01 For the purpose of this Article, a job vacancy occurs when the Company requests a replacement for an existing job which has become vacant because of termination, promotion, etc., or when the Company creates a new job and seeks applicants for same, except temporary summer employment jobs which have been mutually agreed upon.
- 6.02
- a) Except as otherwise provided in this Agreement, job vacancies shall be posted on the appropriate bulletin board and shall close 5 working days from date of posting, but may be filled on a temporary basis until applications have been processed and a regular appointment is made. The posting will not be removed from the bulletin board until a successful candidate has been notified. Late applicants who have been on annual vacation or sick leave during the posting period of five 5 working days will be considered provided their application is received prior to the successful candidate being notified.
 - b) The Company agrees that the Supervisor (or his/her designate) responsible for making the selection to a job vacancy will conduct placement interviews with at least the 3 most senior qualified applicants for the job.
 - c) Applicants shall receive notification of the receipt of their application and, when a regular appointment has been made, of the name of the successful applicant. Applicants have 10 working days after being advised by the Company that they were unsuccessful in a job competition to raise a job selection grievance under Article 3. A copy of the job vacancy bulletin will be sent to the Union at the same time it is posted on bulletin boards.
 - d) Applications for posted vacancies received from Temporary employees prior to the Bulletin closure date on or before their termination date shall be considered as internal applications for the purposes of Article 6.03(a).
 - e) If a selection has not been made for a posted position within 6 months of the closing date on the job bulletin, the position will be re-bulletined unless otherwise agreed.
 - f) When an employee is on leave for more than five working days, s/he may chose to register a standing application with Human Resources.

ARTICLE 6 POSTING OF JOB VACANCIES (continued)

- 6.03 a) Preference in selection for vacant jobs within the bargaining unit shall be given to applicants in the bargaining unit who have the ability and qualifications to perform the vacant job and shall include consideration of an employee's performance on his/her current job.
- b) Should more than 1 employee within the unit meet the above requirements, then preference shall be given to the senior employee as defined under Article 4.
- c) If there are no applicants within the unit who meet the qualifications then the Company may fill the vacancy by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job.
- d) If there are no applicants within the bargaining unit who meet the required education and experience qualifications, the company may, at its sole discretion, offer the vacancy to any regular member(s) of the bargaining unit, whether an applicant or not. In this event, the company shall designate an appropriate rate of pay and a schedule of progression for each such employee, during which time the employee must become fully functioning in the job.
- e) The progression schedule designated in 6.03(d) above shall allow the employee to achieve no less than the minimum step of the job in five years or less. In the event the employee is unsuccessful in meeting the requirements of the job within the time limit of the designated progression schedule, the company may lay off the employee to the recall list, in which case the terms of article 7.06 apply (the employee is not entitled to exercise bumping rights under article 7.02(a)).
- 6.04 Where an employee has attained a lateral transfer as a result of a job posting, the Company will not be required to accept an application by that employee for another lateral transfer until s/he has completed 1 year's service in that position. Employees in this category should contact Human Resources if they are uncertain as to whether their application will be accepted.
- 6.05 An applicant who has been selected to fill a posted job vacancy and whose selection is being grieved, may assume the new position, but will be advised by the Company that a selection grievance has been initiated. In the event the grievance is sustained, the selected applicant will return to the position which s/he previously held.

ARTICLE 6

POSTING OF JOB VACANCIES (continued)

6.06

- a) For the purposes of this Article, a temporary position is defined as a position with a minimum duration of one partial day and a maximum duration of 18 months unless otherwise specifically agreed by the parties.
- b) Temporary jobs shall be bulletined, excluding those involving summer relief (April 15th to August 31st), those where the temporary job lasts less than 6 months (except for maternity leave in which case a 3 month period applies), or others specifically agreed by the parties.
- c) For positions under 6 months that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03 (a). For vacancies under 6 weeks, the Company will give preference to the most senior employee within the workgroup who has the ability to perform the job with no further orientation or training. If none of these employee volunteer, the least senior employee may be appointed.
- d) An extension to a unbulletined temporary position beyond 6 months shall only be by consent of the Union; otherwise the position, if extended, shall be immediately posted.
- e) An extension to a bulletined temporary position beyond 18 months shall only be by consent of the Union; otherwise the position will be bulletined as a regular position. In this event, if the temporary position is occupied by a temporary employee who is not the successful applicant, then s/he will be terminated in accordance with Article 5.03. If s/he is the successful applicant, s/he will become regular as of the date s/he commenced employment in the position.
- f) A regular employee who is a successful applicant for a temporary job will return to his/her regular position when the temporary job is concluded.
- g) Any vacancy created by an employee moving to fill a temporary vacancy may be filled by the Company without posting. For positions that are not bulletined, preference will be given to the senior available qualified employee within the same work group where the vacancy exists, pursuant to Article 6.03(a).
- h) Temporary jobs shall be re-bulletined if they become permanent in nature, unless otherwise specifically agreed by the parties.
- i) Any employees bidding into temporary positions must complete the term of the temporary position as specified on the bulletin before bidding out into another temporary position, except by agreement of their regular Supervisor and their current temporary Supervisor.
- j) Employees hired as Summer Students for Summer Vacation Relief or additional summer help will not accrue seniority and will not be entitled to apply on bulletined positions.
- k) Salary levels for summer students will be the minimum of the Job Group within which their classification falls, except for specific Project Work as agreed by the parties, which will be paid at the Minimum of Group 3 or as otherwise agreed by the parties.

ARTICLE 6

POSTING OF JOB VACANCIES (continued)

6.07 a) Where an employee has been selected to fill another position, the supervisor concerned shall release the employee as expeditiously as possible after being notified of the transfer by the Human Resources Dept. Successful applicants shall normally assume their new duties within 4 weeks from the date they receive written notification of their successful application. Where operational requirements do not permit successful applicants to assume their new duties within this period, the employee will be paid as if s/he were in the new position. The Company will also reimburse the employee for reasonable out-of-pocket expenses incurred as a direct result of the Company delaying the transfer. In no event will a transfer be delayed for longer than 3 months under this Article.

b) Eligibility for length-of-service progression on the new job shall be determined from the starting date in the new job or 4 weeks from the date of selection, whichever date shall first occur.

6.08 a) A FTR or PTR employee in a hierarchical* classification may be promoted to a higher level in that classification, at the same location, within the same work group, without that job being bulletined, provided; there is no vacancy, the promotion goes to the senior qualified employee and the number of employees in the work group does not increase. The Union shall be notified in writing of all instances where promotions are made under this clause.

*Hierarchical classification is defined as:

Business Analyst		
Customer Service Representative (other than Coastal)		
Engineering Drafter	[formerly:	Drafter]
Measurement Accounting Chart Analyst		
Technician - Corrosion Control	[formerly:	Corrosion Specialist]
Technologists - Instrumentation		
Technologists - Planner	[formerly:	Gas System Planner]
Desktop Publisher	[formerly:	Word Processing
Operator]		

b) For purposes of the above hierarchical classifications, "work group" is defined as that group of employees who participate on the same shift schedule or, where no shift schedule exists, on the same vacation schedule. The position of Work Leader, if it exists, is not included in the hierarchy and any vacancy must be bulletined.

6.09 The Company and the Union shall meet periodically to jointly review all Company requests to alter the status of Part-time Regular positions to Full-time Regular positions. Where the Company can demonstrate that a position that was previously posted as a PTR has existed for at least 24 months and has evolved into a FTR position, the Union shall give consideration to waiving the posting provisions of this Article, allowing the present incumbent to evolve to FTR status.

ARTICLE 7

LAYOFF AND RECALL

- 7.01(a) The Company will provide the Union with no less than 60 calendar days written notice of intention to introduce automation or new equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.
- (b) If it is necessary to lay off regular employees, the Company shall meet with the Union in a timely manner and advise the Union of the proposed reduction and the positions and employees affected.
- (c) Prior to laying off any regular employee to the recall list, the Company shall terminate temporary employees in the department or location affected, provided the laid off employee has the present ability to perform the temporary employee's job.
- (d) Regular employees shall be laid off in inverse order of their seniority, provided that the retained employees have the present ability to perform the job.
- (e) Written notice or pay in lieu of notice will be given to regular employees for layoffs in excess of 13 weeks. Notice will be one week per year of service with a minimum notice of four weeks and a maximum notice of eight weeks. A copy of such written notice will be sent to the Union.
- 7.02(a) A regular employee who is subject to layoff may elect any same-status (FTR or PTR) option in 7.02(a) 1 and 2: except that if there are no opportunities or options under 7.02(a) 1, 2, or 3, a FTR or PTR employee may cross-status bump (FTR to PTR or PTR to FTR) the least senior PTR or FTR employee in his/her current headquarters in order to retain his/her current headquarters:
1. To be placed into other FTR or PTR vacant positions which the employee has the present ability to satisfactorily perform; or
 2. To bump the least senior FTR or PTR employee in the following categories:
 - a) in the same job classification at the employee's current headquarters; or
 - b) in the same job classification in the same District; or
 - c) in the same job classification Company-wide; or
 - d) in a job classification which the redundant employee previously permanently held¹ at the employee's current headquarters; or
 - e) in a job classification which the redundant employee previously permanently held¹ in the same District; or
 - f) in a job classification which the redundant employee previously permanently held¹ Company-wide.

¹In order to qualify as a job classification "previously permanently held" the employee must have held regular status in that classification and concurrently performed work in that classification for a period not less than 100 days at work.

ARTICLE 7

LAYOFF AND RECALL

- 7.02(a) 3. If there are:
- a) no placement opportunities under 7.02(a)1 and
 - b) no bumping options under 7.02(a)2 the employee;
 - c) may elect to bump to the position held by the least senior employee, first in an equal group job and secondly in the highest lower group job that the redundant employee has not previously held but which, in the opinion of the Company, the employee has the present ability to satisfactorily perform.
 - d) bumping under 7.02(a)3 is limited to the location in which the employee is currently regularly employed unless there is no employee to be bumped at that location, in which case this bumping option will be expanded to the District as defined in article 7.05, and, failing this, to Company-wide.
4. a) In the event there is no opportunity for lateral vacancy placement or bumping under 7.02(a) 1, 2, or 3, the provisions of article 18.10(b)2 will apply.
- b) If, however, the employee bumps or chooses placement to a lower group job, other than the highest group available below their current level, the provisions of article 18.10(a) will apply, except that, if eligibility for re-location expenses is avoided, the employee will receive article 18.10(b)2 protection provided s/he accepts placement or bumps to the highest lower level position available, either currently or in a subsequent placement opportunity pursuant to articles 7.02(a)6 or 8, below.
5. In cases of vacancy placement, the Union shall waive job postings, except in the event the union intends to pursue a grievance that the layoff is not founded in good faith.
6. An employee under protection of article 18.10(b)2 will be considered an automatic applicant to all vacancies posted pursuant to article 6 on the following basis:
- a) an initial screening indicates the employee may be qualified;
 - b) the job is in a pay group above the job the employee currently occupies;
 - c) the job is in a pay group not higher than the job from which the employee was displaced or at which the employee is salary protected;
 - d) the job is a reasonable commuting distance from the employee's residence.
 - e) Article 18.10(a) will apply to employees who decline a position under this provision.
7. PTR employees re-locating pursuant to article 7.02 will receive reimbursement for moving expenses in direct proportion to the number of hours worked in the previous 12 months in relation to the annual 1826 hours worked by FTR employees.

ARTICLE 7 **LAYOFF AND RECALL**

- 7.02(a) 8.(a) Upon displacement an employee already under salary protection pursuant to article 18.10(b) will be offered placement and bumping options under article 7 that reflect the salary level at which the employee is protected.
- (b) Any election an employee makes under this article shall be given in writing to the Company no later than five working days after the Company has given the required written notice of layoff to the employee, identifying the employee's options.
 - (c) Where an employee has exercised the right to bump under article 7, or where an employee is placed into a vacant job or position in another town or district, the employee will be eligible for all travelling allowances, moving expenses and living expenses in accordance with Article 17.11.
 - (d) Regular employees with less than 12 months of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of six months. Regular employees with twelve months or more of service who are laid off shall be placed on the recall list pursuant to article 7.03 for a period of twelve months. These periods shall be extended by the equivalent time of any temporary employment while on the recall list.
 - (e) The Company shall maintain an up-to-date recall list and provide a copy to the Union upon request.
- 7.03(a) No new employee will be hired until employees on the recall list who have specified in writing to the Human Resources Department the locations and the types of vacancies they wish to be notified of, and who have the present ability to perform the vacant job, have been offered the position in order of seniority.
- (b) A vacancy at the same or lower salary group as the position which an employee on the recall list was displaced from or is salary protected at, shall not be posted until such employees on the recall list who have the present ability to perform the vacant job have been offered the position, in order of seniority.
- 7.04(a) When it is necessary to increase personnel in the job classification from which employees have been laid off, laid off employees will be recalled in order of seniority. The following conditions shall apply:
- (b) Employees on the recall list are responsible for notifying the Human Resources Department of any change in their postal address or telephone number. Employees who have complied with the foregoing procedure shall be notified by the Company either personally by telephone, or failing that, by registered mail at their last known address of the date on which they are to report for work.
 - (c) Should an employee fail to report for work within seven days of being notified personally by telephone or within 10 days of the postal registration date of the written notice, the employee shall lose the right of recall and seniority.
 - (d) An employee who has been laid off in accordance with the provisions of article 7 will be removed from the recall list if s/he has not been recalled at the conclusion of the recall period as defined in Article 7.02(d), unless the employee is unable to work due to sickness or injury at the time of recall. At the Company's request, the employee will be required to produce a medical certificate to substantiate that the sickness or injury prevented the employee from working.

ARTICLE 7

LAYOFF AND RECALL

7.05 DEFINITION OF DISTRICTS

For the purposes of this agreement, Districts shall be defined as follows:

- a) Lower Mainland District covers employees employed in the Lower Mainland (Greater Vancouver to Hope);
- b) Northern District covers employees employed at the company's Interior operations north of the Trans Canada Highway;
- c) Southern District covers employees employed at the company's Interior operations in communities on the Trans Canada Highway or south of it.

7.06 Where an employee does not exercise bumping rights or vacancy placement pursuant to article 7, the employee may elect to terminate with severance of two weeks pay for each completed year of service, or elect layoff and placement on the recall list pursuant to this article, in which case severance pay of the amount originally accrued shall be paid at the end of the recall period, if the employee has not been permanently recalled by that time.

7.07 **Return to Former Position:** The active regular employee with the highest seniority who was previously displaced from a classification shall have preference to return to that classification if a position at the headquarters the employee was displaced from becomes vacant within 12 months of the effective date of displacement from that classification and the union will waive the requirement to bulletin the job. If the employee is under salary protection and chooses not to return to the classification, s/he shall lose that salary protection unless s/he has moved since the layoff due to a change of headquarters and is now living more than a reasonable commuting distance from the location of the vacancy.

7.08 ELIGIBILITY POOL

Where the collective agreement simultaneously entitles more than one employee to be offered, placed, or recalled to a specific vacant position, the most senior eligible employee will have precedence. For each vacancy, all eligible employees will be placed in a common "eligibility pool" and the company will place/offer/recall from that pool, in order of seniority. Each employee's options and consequences of accepting or declining the option will be determined by the specific article which makes that employee eligible for placement/offer/recall.

ARTICLE 8

TECHNOLOGICAL OR PROCEDURAL CHANGES

Merged with Article 7 in 1998.

ARTICLE 9

LEAVES OF ABSENCE

- 9.01 Compassionate leave of absence of up to 5 days, 3 days with pay and 2 days without pay, shall be granted an employee upon application in the event of a death of a spouse, son, daughter, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, or grandparents and for legitimate personal reasons acceptable to the Company.
- 9.02 One-half day shall be granted without loss of pay to attend a funeral as pallbearer or mourner, provided such absence does not interfere with the efficiency of the department.
- 9.03 An employee who is subpoenaed as a witness and appears, or who attends for, or serves on jury duty shall continue to receive his/her salary, provided such court action is not occasioned by the employee's private affairs.
- 9.04 a) Reasonable time off from work will be allowed by the Company for medical and dental appointments. Regular employees who go for medical and dental appointments will not have any such time deducted from their sick leave or their pay where the period of absence from work is two hours or less. Medical and dental appointments requiring an absence from work beyond two hours will result in the excess over two hours being deducted from sick leave or from pay (if paid sick leave is exhausted). Supervisors at their discretion may grant extra time without deduction in locations where medical and dental facilities are remote.
- b) The Union agrees that employees should cooperate with their Supervisor by providing as much notice as they can of pending medical and dental appointments; this is to facilitate replacement staff and scheduling of work. Furthermore, the Union will encourage its members to make every effort to schedule their appointments on ADO days, near the end of a working day or lunch time to help minimize the impact of medical or dental appointments.
- 9.05 a) Regular employees may be granted leave of absence without pay upon application to their Supervisor where such leave of absence does not exceed 14 calendar days, insofar as the proper operation of the service will permit. All leaves of absence must be approved by the Company.
- b) Employees who have completed 5 or more years of service shall, on request, receive 10 scheduled working days leave of absence per year without pay. All days taken in any calendar year must be consecutive, (exclusive of other scheduled days off), i.e. 1 occurrence per year only. The leave of absence shall be scheduled at a time mutually agreeable between the employee and the Company and such agreement will not be unreasonably withheld.

ARTICLE 9

LEAVES OF ABSENCE (continued)

- 9.05 c) It is agreed that an employee cannot request or be granted a leave of absence, for reasons other than maternity/parental leave, until all of his/her outstanding vacation entitlement has either been taken, or is scheduled to be taken.
- d) After 10 calendar years of service an employee will be entitled to a one-time unpaid long service leave of up to 12 months. No alternative paid employment may be undertaken by an employee during this leave. This leave is subject to the terms and conditions set out in Article 20.02.

MATERNITY LEAVE

- 9.06 a) An employee who qualifies for maternity leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B. C. During the maternity leave of absence, the B. C. Medical Services Plan, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension Plan (as applicable) will continue in force subject to the employee paying her share, if any, of the costs.
- b) Employees requesting both maternity and parental leave must apply for them both at the same time.
- c) No less than thirty (30) days prior to the commencement of the leave, the employee must notify her supervisor (or designate) of the start date for the leave, the number of weeks leave she intends to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- d) The period of leave can be shortened after commencement of the leave upon a further thirty days notice.
- e) Any extension of leave beyond the total leave of 52 weeks (maternity and parental together) will be at the sole discretion of the company. There will be no annual vacation accrual during any such extension period.

9.07

PARENTAL LEAVE

- a) To request parental leave only, an employee must notify their supervisor in writing no less than 30 days prior to the commencement of the leave. The notice must include the start and end dates. During parental leave, the B. C. Medical Services, Extended Health Benefit Plan, Life Insurance, Dental Plan and Pension (as applicable) will continue in force subject to the employee paying his/her share, if any, of the costs.
- b) If this leave is in conjunction with the maternity leave, notice must have been received at the same time the maternity leave was requested.
- c) An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B. C. as follows:
 - 1. birth mother – up to a maximum of 35 consecutive weeks which must be taken immediately and continuously following the maternity leave;
 - 2. birth father – up to a maximum of 37 consecutive weeks beginning after the child’s birth and within 52 weeks after that event;
 - 3. adoptive parent – up to a maximum of 37 consecutive weeks beginning within 52 weeks after the child is placed and must not commence prior to the birth or placement of the child.

Any requests for this leave must be accompanied by legal documentation of the birth or adoption.

- d) To change to an earlier return date, employees must notify their immediate supervisor (or designate) in writing no less than 30 days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.

9.08 MATERNITY LEAVE DISABILITY

- a) The parties agree that regular employees who are on maternity leave and who have given birth to a child shall receive a six-week EI top-up as follows:
- b) Eligibility for the top-up is identical to the eligibility criteria for paid sick leave allowances on the employee’s last working day prior to commencing maternity leave.
- c) The top-up shall be to 70% or 100% of regular earnings (per the employee’s entitlements under Article 10.02) and shall commence with the date of birth.
- d) Regular earnings for purposes of this Article are defined as the employee’s base rate earnings for her regular job (not necessarily the job she is in when commencing maternity leave) and do not include any premium payments.

ARTICLE 9

MATERNITY LEAVE (continued)

- e) The company's contributions pursuant to the foregoing shall not reduce the employee's paid sick leave allowances or any other of the employee's time-off entitlements. However, the company's contributions are limited to the equivalent of the employee's balance of paid sick leave allowances – in other words, an employee is not entitled to a greater 'sick leave' benefit under this Article than she would be for any other disability.
- f) The first stage of top-up (currently the two-week EI waiting period) is subject to proof that the employee has filed an EI Maternity Claim and is serving the EI waiting period.
- g) The second stage of the top-up (following the two-week EI waiting period) is subject to the employee submitting proof of receipt of EI benefits during the applicable period.
- h) Employees can expect a delay of several weeks in obtaining the documentation from EI, and therefore should expect to receive some or all of the BC Gas top-up retroactively.
- i) Should the employee's birth-related disability continue beyond the six-week top-up period, the company will continue the appropriate top-up amount for so long as the birth-related disability continues, or until EI entitlements are exhausted, or until 'sick-leave-equivalent' entitlements are exhausted (per Paragraph 5), whichever first occurs.
- j) The disability-related portion of the maternity leave is considered part of the term of maternity leave specified by Article 9.06.
- k) Should the employee continue to be disabled as a result of complications from the childbirth at the end of the maternity leave period, the LTD provider's 15-week waiting period is deemed to run concurrently with the employee's maternity leave from the date of childbirth.
- l) The BC Gas claims management process will be used to assess all medically-related absences except for the six-week period immediately following the date of childbirth. Absences immediately following this six-week period will **not** be subject to the normal five-day waiting period for claims management.
- m) The employee is not eligible for paid sick leave allowances for a disability not related to childbirth unless the disability was pre-existing to the period of maternity leave.

ARTICLE 10

PAID SICK LEAVE ALLOWANCES

10.01 A regular employee becomes eligible for paid sick leave benefits after accumulating 3 months of service with the Company.

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

a) **Paid Sick Leave Allowance Per Plan Year**

Period of Service with the Company at Previous July 1	Full Regular Earnings For	Followed By 70% of Regular Earnings For
3 mos - 1 yr less 1 day	1 week	14 weeks
1 yr - 2 yrs less 1 day	2 weeks	13 weeks
2 yrs - 3 yrs less 1 day	3 weeks	12 weeks
3 yrs - 4 yrs less 1 day	4 weeks	11 weeks
4 yrs - 5 yrs less 1 day	5 weeks	10 weeks
5 yrs - 6 yrs less 1 day	6 weeks	9 weeks
6 yrs - 7 yrs less 1 day	7 weeks	8 weeks
7 yrs - 8 yrs less 1 day	8 weeks	7 weeks
8 yrs - 9 yrs less 1 day	9 weeks	6 weeks
9 yrs - 10 yrs less 1 day	10 weeks	5 weeks
10 yrs - 11 yrs less 1 day	11 weeks	4 weeks
11 yrs - 12 yrs less 1 day	12 weeks	3 weeks
12 yrs - 13 yrs less 1 day	13 weeks	2 weeks
13 yrs - 14 yrs less 1 day	14 weeks	1 week
14 yrs or more	15 weeks	0

b) Employees who had less than 3 months service as at the previous July 1st, or who were not employed by the Company at the previous July 1st, will have their period of service determined as the period of time from the date their employment with the Company commenced until the date of their disability.

10.03 A plan year is defined as a 12 month period beginning on July 1st, and ending on June 30th.

ARTICLE 10

PAID SICK LEAVE ALLOWANCES (continued)

- 10.04 a) For purposes of the Article "regular earnings" means the daily rate in effect at the date of disability, for the employee's normal job classification, as determined by dividing the employee's normal bi-weekly salary by ten.
- b) Where an employee is in receipt of a temporary promotional increase pursuant to Article 18.08 and that promotional increase is for a specific period of time exceeding 2 weeks in length, then, the employee's "temporary earnings" will be utilized to calculate the daily rate outlined in the first paragraph above. The daily calculation will not utilize the "temporary earnings" for a longer period of time than originally specified.
- 10.05 When the entitlement at full regular earnings has been exhausted, employees will be eligible to receive further paid sick leave benefits of seventy percent (70%) of regular earnings for the balance of a 15 week period. Note: See Article 21.04(e) for supplementary entitlement.
- 10.06 Any unused days of paid sick leave allowance at full regular earnings cannot be carried over from one plan year to the next. If a disability continues into a new plan year, the amount of benefits at full regular earnings for that disability in the new plan year will be the balance of what is left from the previous plan year's full regular earnings entitlement.
- 10.07 Employees may utilize part of the paid sick leave allowance accruing to them under Article 10.02 in the event of injury or illness to a dependent child on the following conditions:
- a) a maximum of one-half of annual full regular earnings allowance may be used for this purpose; but
- b) no more than a total of 5 days may be used for this purpose in any plan year; and
- c) use of this provision is limited to a maximum of 4 separate occurrences per plan year; and
- d) no more than 2 days may be taken for each occurrence.
- 10.08 a) If an employee has received 15 weeks of paid sick leave benefits and returns to active duty, the employee will have his/her entitlement as at the previous July 1st, reinstated after 1 month's service in the case of a new disability, and after 3 months' service in the case of the same or a related disability.

ARTICLE 10

PAID SICK LEAVE ALLOWANCES (continued)

- 10.08 b) If a disabled employee has exhausted his/her paid sick leave benefits prior to the expiry of the 15 week elimination period for Long Term Disability, s/he shall be paid 70% of regular earnings for the balance of the elimination period.
- 10.09 Benefits under this plan will be reduced by any benefits an employee receives under any government sponsored plans, other than Unemployment Insurance. Income benefits from any individual disability policy which has been purchased by an employee will not be considered in determining benefit entitlement under this plan.
- 10.10 Employees absent from work for any of the following reasons will not be eligible for paid sick leave benefits:
- a) disabilities which occur while the employee is on maternity leave,
 - b) disabilities covered by any Workers' Compensation Act,
 - c) disabilities caused by intentionally self-inflicted injuries or disease; while serving in the Armed Forces; while participating in a riot, war or civil disobedience; or while committing a criminal offence or serving a prison sentence.
- 10.11 When an employee is given notice of layoff and the employee subsequently becomes disabled within 2 months of the effective date of the layoff, the paid sick leave benefits will terminate on the effective date of the layoff.
- 10.12 Employees with health problems will be considered for severance pay providing the employee is not receiving long-term disability benefits.
- 10.13 (a) At the request of the Company, employees will provide a medical certificate by a licensed physician substantiating any disability extending beyond 5 working days, or to substantiate absences in excess of 4 occurrences in any calendar year. All such medical certificates are expected to meet the standards for Medical Certificates in the CPSBC Policy Manual, and the cost of such medical certificate, if any, will be borne by the company.
- (b) The Company recognizes its duty to accommodate to the point of undue hardship, employees with medical disabilities. Where it is clear that an employee's absences are related to a recognized disability, the company will endeavour to work with the employee, the employee's doctor and the union, in order to accommodate the employee in preference to continually requesting medical certificates pursuant to clause 'a' above. This process does not prejudice the employee, the company or the union from implementing other process that are legally available to them.

ARTICLE 10

PAID SICK LEAVE ALLOWANCES (continued)

- (c) An employee may be required to submit to an examination by a licensed physician who is mutually agreeable to the employee and the Company. Should this examination result in a cost that is not borne by the Company's medical plan, the cost of such examination will be paid by the Company. In the event the parties cannot mutually agree upon a licensed physician, the B.C. College of Physicians will be requested to appoint a licensed member.

- 10.14 Employees who leave the Company subsequent to April 1, 1975 and are rehired will receive credit for past service in establishing paid sick leave entitlement provided the employee is rehired by the Company within 3 years.

- 10.15 It is understood that the plan may be altered or amended from time to time in order that the plan will continue to meet the standards of the Unemployment Insurance regulations and thereby qualify the Company for a full premium reduction.

- 10.16 In cases where employees are on compensation and receiving Workers' Compensation Board payments, the Company will pay the difference between such payments up to a maximum of 85% of the employee's normal 35 hour weekly straight time wages for the period the employee is paid by the Workers' Compensation Board, but in any event, the percentage of contribution by the Company shall not be greater than that which would give the employee an income, including the Workers' Compensation Board payments that s/he would have received for a normal 35 hours straight time wage after the deduction of income tax. This paragraph shall only apply to those employees who have served their probationary period and/or hold a bulletined job. Neither the time off nor the payments shall be charged to sick leave credits.

ARTICLE 11

UNIFORMS AND PROTECTIVE CLOTHING

- 11.01 When an employee is required to wear a uniform, the uniform will be provided by the Company at no cost to the employee. The Company will also pay the cost of reasonable periodic cleaning of such uniforms.

- 11.02 Where required, protective clothing such as smocks, safety hats, and, with the approval of the Supervisor, raingear will be provided by the Company at no cost to the employee.

- 11.03 When safety footwear is advisable in the performance of some or all job duties and approved by the Supervisor, the employee shall be reimbursed for fifty percent (50%) of the cost (to a maximum of \$100.00) of one pair of protective safety footwear per calendar year. Purchase shall be limited to C.S.A. approved footwear.

ARTICLE 12

SHIFT WORK

- 12.01 The Company's various operations have required and will continue to require shift work.
- 12.02 The Company will provide the Union and affected employees with 3 months' notice prior to introducing shift requirements in a work area for the first time. Thereafter the shift schedule may be varied upon 30 calendar days notice to the affected employees.
- 12.03 Should an employee's position become a shift position, the employee will have the option to either:
- a) accept the shift position, or
 - b) decline the shift position. In the latter event, the shift vacancy will be filled in accordance with the provisions of Article 6.02; the employee who has declined the shift position will continue to work regular days and hours, or will be treated in accordance with the provisions of Article 7. In the event of layoff, the declined shift position is not considered a placement option or a bumping option for purposes of Article 7.02(a)3.
- 12.04 With the exception of employees who are covered by LOU #7 and those employees who are covered under Article 15.09, full-time regular employees working shifts shall be governed by the following conditions:
- a) **WORKING HOURS**
 1. The hours of work shall be the equivalent of 35 hours per week. This will be done by allowing 17 days a year Accumulated Days Off (ADOs) in lieu of the 35 hour week.
 2. An ADO will be earned in each of the 17 biweekly pay periods which do not contain a statutory holiday. Notwithstanding the standard defined in Article 15.08(a) or the provisions of Article 15.08(c), it is intended that ADOs will normally be scheduled to allow shift employees one full day off in each 3 week period excluding the last week of the calendar year.
 - b) **WORK DAY**

Any consecutive 7-1/2 hours of work, exclusive of lunch period, in a 24 hour period, except that a shift may not start between 1201 and 1459.
 - c) **WORK WEEK**

Any consecutive 5 days of work out of 7 consecutive calendar days. The remaining 2 days will be scheduled as days off in lieu of Saturdays and Sundays

12.04 d) **STATUTORY HOLIDAYS**

In recognition that statutory holidays may be scheduled work days for shift workers, employees will be scheduled off for 11 days in lieu of statutory holidays. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

e) **SHIFT PREMIUMS**

Notwithstanding any other language in the collective agreement, a 12% shift premium shall be paid for all hours worked between 1500 and 0800 Monday to Friday, and all hours worked on a Saturday, Sunday or Statutory Holiday.

f) **LUNCH BREAKS**

The lunch break will be taken as close as possible to mid-shift but may be varied or staggered for different employees from one hour before to one hour after the middle of the shift according to the needs of the work in progress.

g) **WORK BREAKS**

Each employee shall receive 2 work breaks of 15 minutes in each day's work schedule. The first such break shall occur during the tour of duty prior to the lunch period and the second break shall occur during the tour of duty prior to quitting time.

h) **OVERTIME PAYMENTS**

All time worked in excess of the hours specified in Article 12.04 shall be paid for at the rate of double time. All overtime worked on scheduled days off in lieu of Saturdays, Sundays and statutory holidays shall be paid at the rate of double time. All time worked on annual vacation shall be paid for at double time plus regular salary.

i) **OVERTIME BANKING**

Any election to bank under this provision will be done in accordance with Article 16.07.

12.04 j) **SIGN-UPS**

1. A majority of any group of shift workers may elect to sign-up on a seniority basis to establish the choice of shifts, location and days off. Periods of the sign-up shall be 51 weeks or 24 weeks or more frequently by mutual agreement, provided that the period shall be a multiple of 3 weeks.
2. Shift sign-up shall be by seniority as defined in Article 4 or by criteria determined by a simple majority of the group concerned, subject to approval by the Company and the Union. Once established, the sign-up criteria may not be changed except by a two-thirds majority vote of the group concerned. The seniority list will be posted in conjunction with the sign-up.

k) **NOTICE OF RELIEF**

1. To provide relief coverage for unscheduled leaves of absence due to sickness, accidents, etc., the Company may request an employee to temporarily change his/her shift. When shift employees' scheduled shifts are changed, 2 calendar days notice will be provided. If less notice is given, up to the first two of the changed shifts, occurring consecutively, shall be at double time rates as follows:
 - a) 48 hours notice - no penalty;
 - b) 24 hours notice - 1 shift at double time;
 - c) Less than 24 hours notice - 2 shifts at double time.
2.
 - a) Shift changes requested by the employee will not be subject to overtime penalties.
 - b) Designated relief employees incurring shift changes with less than a 16 hour break between the end of one shift and the beginning of their next shift will be paid one shift at double time.

ARTICLE 13

STATUTORY HOLIDAYS

13.01 The following statutory holidays shall be recognized by the Company:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day declared a holiday by Federal, Provincial and Civic Governments. Civic holidays shall be observed only in the area affected.

13.02 Any of the above holidays falling on a Saturday or Sunday will be observed on Friday or Monday at the Company's option.

13.03 Statutory holiday pay for part-time regular employees shall be paid in accordance with Article 19.02(g) of this Agreement.

13.04 Shift workers shall receive an equivalent number of days off. These days off in lieu of statutory holidays shall normally be scheduled in the pay period in which the statutory holiday falls.

ARTICLE 14

VACATIONS

14.01 Moved to Article 14.06 – in 2001

14.02 **YEAR-OF-HIRE VACATION ENTITLEMENT**

Vacation entitlements will be advanced in January of the calendar year it is earned, and it will be prorated for new hires based on the year of hire service.

14.03 **ANNUAL VACATION ENTITLEMENTS**

A regular employee shall EARN his/her annual vacation entitlement for any calendar year only when s/he reaches his/her anniversary, although s/he may TAKE his/her annual vacation anytime during that calendar year. Annual vacation entitlements with pay shall be as follows:

- a) Employees who terminate prior to their first anniversary date will receive vacation pay at the rate of 6% of gross earnings less any pay actually received for vacation taken.

- b) **Vacation Entitlements**

In the calendar year of:

*1st - 9th anniversary	-	3 weeks
10th - 17th anniversary	-	4 weeks
18th - 29th anniversary	-	5 weeks
30th and later anniversary	-	6 weeks

ARTICLE 14

VACATIONS (continued)

14.04 **PAYMENT OF VACATIONS**

- a) Payment for vacations will be made at an employee's rate of pay at the time the vacation is taken, or depending upon his/her vacation entitlements, at the rate of 6%, 8%, 10% or 12% of his/her current year's earnings, whichever is the greater. Adjustments arising out of the percentage application will be made in the first quarter of the following year. Notwithstanding the foregoing, banked vacations will be paid at the employee's rate of pay at the time the vacation is taken.
- b) deleted in 2001
- c) deleted in 2001
- d) deleted in 2001
- e) Effective 1 January 2002 upon termination of service all employees will receive final vacation pay prorated on the basis of an anniversary date of 1 January.

14.05 **BROKEN VACATIONS**

Vacations may be taken in broken periods but normally at least 2 weeks of the year's entitlement must be taken as a continuous period. Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one vacation period shall be selected by seniority until all employees in the signing group have selected one period. Subsequently, all employees in the signing group who have chosen to take their vacation in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

ARTICLE 14

VACATIONS (continued)

14.06 SCHEDULING VACATIONS

Vacation periods shall not conflict with essential departmental requirements. However, agreement to schedule time off shall not be unreasonably withheld by the Manager. Employees are encouraged to take all of his/her earned annual vacation before the end of the calendar year. Employees are required to take a minimum of 25 days off each year, this includes time earned for both Annual Vacation and ADOs.

If the employee is unable to take the balance of time off in excess of 25 days, then the balance at year end will be transferred to the Cash/Time Bank.

Time off will be taken from the following banks in succession until they are depleted.

Time Banks:	Description:
1. Current AV/ADO	Current AV advanced; current ADO's earned
2. Time Bank	Non-renewable time bank. Balance of hours in the EB Time and Permanent bank as of December 31, 2001
3. Cash/Time Bank	Banked overtime and year end rollover of current AV and ADOs. Withdrawals from this bank can be either time off or cash. This bank can exceed 18 weeks only with managerial approval.

14.07 STATUTORY HOLIDAYS DURING VACATIONS AND LEAVE OF ABSENCE

An employee will be granted a day in lieu with pay for each statutory or Company-observed holiday falling in his/her paid vacation period, or falling within any leave of absence period not exceeding 10 working days.

14.08 RELIEVING ON HIGHER-GROUPED JOB

- a) If an employee is relieving on a higher-grouped job at the time s/he goes on vacation, and his/her promotion involves salary adjustment, his/her annual vacation will be paid at the higher rate if it is both preceded and followed by working time on the higher job and if there is a minimum of 20 working days at the relief level.
- b) However, if an employee is required to postpone his/her period of annual vacation in order to carry out the duties of a higher-paid position for an uninterrupted period of a temporary transfer, and must therefore take his/her annual vacation at some other less convenient time, s/he shall nevertheless qualify for the higher rate for vacations as set out in the paragraph immediately preceding.

ARTICLE 14

VACATIONS (continued)

14.09 **PRORATION OF ANNUAL VACATION ENTITLEMENT**

- a) **ABSENCES DUE TO SICK LEAVE, LONG-TERM DISABILITY OR WORKERS' COMPENSATION INJURY.**

In any case where an accumulation of such absences exceed 6 calendar months in a calendar year, vacation entitlement for that year will be reduced by 1/6 for each full month of absence in excess of 6 months.

- b) **ABSENCES OTHER THAN SICK LEAVE, LONG TERM DISABILITY, WCB AND ANNUAL VACATION.**

Where an accumulation of such absences exceed 3 calendar months in any calendar year, annual vacation will be reduced by 1/9 for each full month of absence in excess of 3 months.

- c) It is understood that Article 14.09 will not apply to the period of maternity leave described in Article 9.06(a) of the Collective Agreement. This understanding is without prejudice to the position of the Parties in the relationship of maternity leave to other provisions of the Collective Agreement.

14.10 **INLAND/COLUMBIA VACATION ENTITLEMENT**

Former Inland/Columbia employees as at September 14, 1989 shall retain their annual vacation and supplementary vacation entitlements and horizons in accordance with Article 7.03 and 7.10 of the 1988/89 Inland/Columbia Collective Agreement.

CANCELLATION OF VACATION

- 14.11 An employee shall be reimbursed for any financial loss actually incurred as a result of the cancellation by the Company of a scheduled annual vacation.

PAST SERVICE CREDITS

- 14.12 Employees who leave the Company subsequent to April 1, 1977 will receive credit for past service in establishing vacation entitlement provided any such employee is rehired by the Company prior to the expiry of a period of not more than 3 years. Such additional vacation entitlement shall not accrue until 1 January of the year following the re-hire date.

ARTICLE 15

HOURS OF WORK AND ADO'S

15.00 The hours of work will incorporate the concept of extending the normal work day for certain employees. This will allow these employees to work a longer day and accumulate days off (ADOs). To enable the time off concept to be workable, flexibility within job assignments will have to be recognized. This will have to be done in such a manner as to provide an uninterrupted, ongoing work flow in all departments participating in the ADOs and in such a manner that will not adversely affect productivity, efficiency and service or result in an increased cost to the Company.

15.01 The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- (a) Standard hours of work are 0630 to 2000, Monday through Saturday;
- (b) Core hours are 0630 to 1730, Monday through Friday.
- (c) The standard start time will be a specific time between 0630 and 1200 hours inclusive.
- (d) The company may vary an employee's start time and work week upon 2 weeks notice. An employee's schedule cannot be varied more often than once every 90 calendar days.
- (e) The start time parameters of article 15.01(c) may be extended by mutual agreement between the manager and an employee.

15.02 **WORK WEEK**

The standard work week shall be any 5 consecutive days Monday through Saturday.

15.03 **WORK DAY**

The work day shall be any 7 consecutive hours of work, exclusive of lunch period, subject to the provisions of Articles 15.01 and 15.04.

15.04 **WORKING HOURS**

The hours of work shall be the equivalent of 35 hours of work per week. This will be done by each full-time regular employee working a normal week of 5 days of 7 1/2 hours accruing 17 days a year Accumulated Days Off (ADO) in lieu of the 35 hour week.

15.05 WORK BREAKS

Each employee shall receive 2 work breaks of 15 minutes in each day's work schedule. The first such break shall occur during the morning tour of duty prior to the lunch period and the second break shall occur in the afternoon tour of duty prior to quitting time.

15.06 LUNCH BREAK

The standard lunch break shall be at or near the midpoint of the working day and shall be either one hour or 1/2 hour as determined by mutual agreement between the supervisor and an employee or group of employees. Failing agreement, the practice in place at that time will continue.

15.07 NON-CORE PREMIUM

All time worked before 0630 and after 1730, and all standard hours worked on Saturday, shall be subject to a 12% non-core-hour premium. This premium is not paid if the time worked during these hours is at the employee's request, or if it attracts a higher premium rate pursuant to Articles 13 and 16.

15.08 ADO APPLICATION

- a) The standard is that ADOs will be taken in the pay period in which they are earned, but shall not conflict with essential departmental requirements.
- b) The authorized variation is that earned ADOs may be taken at a future date by mutual agreement between the employee and the manager
- c) Prescheduling of ADOs shall be for 12 week periods, or multiples thereof, with sign-up at least 2 weeks in advance. Sign up shall be by the method agreed to by the majority decision of a work group reporting to an individual supervisor. Conflicts in sign up shall be resolved by seniority.
- d) ADOs will only apply to full-time regular employees. Except for newly hired employees and terminating employees, a person's ADO allowance will be earned by full-time regular employees in service during that period.
- e) Employees who are hired or who terminate during a period will earn or be paid out the period's ADO allowance on the basis of 1/9 of that period's ADO allowance for each day worked during that period.

ARTICLE 15

HOURS OF WORK AND ADO'S (continued)

N.B. For the purpose of Clauses d and e of this Article, "period" means one of the 17 bi-weekly pay periods in a calendar year that does not contain a statutory holiday.

- f) Full-time regular employees on leave of absence without pay for a pay period will not earn their ADO for that pay period.
- g) Current year's earned ADOs will be combined with current entitlement for annual Vacation and reported on each employee's pay statement.
- h) Deleted 30 April 1995.
- i) Deleted 30 April 1995.
- j) Deleted in 2001
- k) Deleted 30 April 1995.
- l) Employees are encouraged to take all of his/her earned ADO's before the end of the calendar year. Employees are required to take a minimum of 25 days off each year, this includes time earned for both Annual Vacation and ADOs. If the employee is not able to take the balance of time off in excess of 25 days the balance at year end will be transferred to the Cash/Time Bank.

Time Banks:	Description:
1. Current AV/ADO	Current AV advanced; current ADO's earned
2. Time Bank	Non-renewable time bank. Balance of hours in the EB Time and Permanent banks as of Dec 31, 2001
3. Cash/Time Bank	Banked overtime and year end rollover of current AV and ADOs. Withdrawals from this bank can be either time off or cash. This bank can exceed 18 weeks only with managerial approval.

ARTICLE 15 HOURS OF WORK AND ADO'S (continued)

15.09 **FLEXIBLE HOURS OF WORK**

For: Promotions and Display Designers (formerly Gas Sales Promotion Officer)
Sales Assistant
Sales Representatives (formerly New Residential Markets Representative and Commercial Sales Representative)
Technologist 4 - Energy Utilization (formerly Energy Utilization Specialist)
Trade Relations Representatives

- a) For the purposes of this Article, the flexible work period shall be 37 1/2 hours consisting of a maximum of 5 consecutive days Monday through Sunday. Time worked on scheduled days off will be compensated at double time rates.
- b) A work day of any consecutive 7 1/2 hours, exclusive of lunch period, may be scheduled between 06:00 and 22:00 at straight time rates. Time worked in excess of 7 1/2 hours per day or 37 1/2 hours in a week will be compensated at double time rates (200%).
- c) The Company will provide as much advance notice as possible of a requirement to work flexible hours. Work scheduled under this clause will not interfere with scheduled annual vacation.
- d) Where an employee subject to flexible hours works more than 7 1/2 hours per day, meal entitlements will be in accordance with Article 16.09 of this Agreement.
- e) Where an employee subject to flexible hours is required to work Sundays, the employee shall be reimbursed at 1-1/2 times the regular hourly rate for each hour worked.
- f) Where the majority of working hours fall outside the hours of 08:00 - 16:30, a premium will be paid as follows:

Shift	Weekdays	Saturday	Sunday	Statutory Holidays
Day	0 hrs	2 hrs	0 hrs	4 hrs
Aft.	1 hr	2 hrs	0 hrs	4 hrs
Night	2 hrs	2 hrs	0 hrs	4 hrs

- g) All time worked on annual vacation shall be paid at overtime rates plus regular salary. All time worked on statutory holidays or on scheduled days off in lieu of statutory holidays will be paid at double time rates plus regular salary.

ARTICLE 16

OVERTIME

16.00 This clause applies to all employees unless they are specifically exempted from its provisions by express terms elsewhere in this Agreement.

16.01 All time worked in excess of 7 1/2 hours in a day or 37 1/2 hours in a week shall be paid at the rate of double time (200%). For temporary employee and PTR employees, all time worked between seven and seven and one-half hours in a day shall be deposited to their time off bank on a straight-time basis.

16.02 **MINIMUM PAID PERIODS**

If an employee is required to remain at his/her work place to work overtime, s/he will be paid for a minimum of 1/2 hour. Time worked beyond the first 1/2 hour of overtime will be recorded to the next higher 1/4 hour. The applicable clause may be invoked with respect to meal intermissions. If s/he is required to return to his/her normal work location, aside from a normal meal intermission, or if s/he is required to perform overtime work at another location, a 2 hour minimum will apply, plus whatever travelling time is applicable. An employee scheduled to work on his/her scheduled day off will be paid for a minimum of 4 hours at overtime rates, but will not be paid for time spent in travelling to and from his/her normal work location.

16.03 Work performed on a regularly scheduled day off will be paid for at double time.

16.04 Work performed on holidays will be paid for at double time plus pay for the holiday.

16.05 **REST PERIODS**

An employee who has worked overtime shall return to work, after 8 hours rest, but only if s/he can do so by the mid-point of his/her regular shift, unless s/he will report earlier by mutual agreement. Whether or not s/he does report to work s/he shall nevertheless be paid for the regular shift following the overtime at his/her normal straight-time rate. However, if his/her overtime finished at or before 8 hours prior to the mid-point of his/her regular shift on the day in question, s/he must return to work by the mid-point of his/her regular shift in order to qualify for full pay for his/her regular shift. An employee who is called in and reports to work before the expiration of his/her 8 hours absence shall receive double time payment for those hours which coincide with the working hours of his/her normal shift, plus his/her regular salary for the day.

ARTICLE 16

OVERTIME (continued)

16.06

CALL-OUTS

- a) Notwithstanding the provisions of Clause 16.05, a call-out occurring within a period of 4 hours prior to the commencement of his/her regular working day or shift will nevertheless require an employee to report at his/her regular hour and be paid at straight-time rates for his/her full regular shift.
- b) An employee called to work during off-scheduled hours or on a normal day off shall be paid at overtime rates for a minimum of 2 hours beginning at the time s/he leaves his/her residence. 1/2 hour at double time shall be allowed an employee to reach his/her living quarters on completion of a call-out irrespective of the amount of time actually worked. When call-outs run into a normal shift, minimum call-out shall not apply.

16.07

OVERTIME BANKING

- a) Employees may elect to bank the hours of overtime worked at the straight-time equivalent (i.e. one hour at double time equals two hours in the overtime bank).
- b) deleted in 2001
- c) deleted in 2001
- d) Time off at the employee's request must be taken at a time mutually agreed upon between the employee and the supervisor. Agreement to schedule time off shall not be unreasonably withheld.
- e) Cash withdrawals may be made from the Cash/Time Bank by the employee at any time on 10 working days written notice to the Pay Department.

16.08

TRAVEL TIME PAYMENTS

- a) If an employee is scheduled to work prior to his/her normal working hours and at his/her normal work location, travel time will not apply.
- b) If an employee is required to work overtime beyond his/her normal working day at his/her normal headquarters, no travel time will be paid.
- c) When an employee is assigned to work away from his/her normal headquarters, travelling time shall be paid in accordance with Article 17.03.

ARTICLE 16

OVERTIME (continued)

16.09

MEAL PROVISIONS

- a) Where an employee is required to work less than 2 hours beyond his/her regular shift, a 1/2 hour unpaid meal period will be allowed.
- b) An employee will be paid for a 1/2 hour meal period at double time and the Company will provide a meal or reimburse the employee for reasonable meal expenses incurred:
 - 1. where the actual overtime worked, exclusive of any meal period is 2 hours or longer before or after the regular day or shift;
 - 2. where an employee is called in and works 4 hours overtime;
 - 3. where an employee is required to work 4 hours overtime beyond an overtime meal period already taken. Where this overtime follows a regular shift the first meal period regardless of when it is actually taken, will be considered to have been taken immediately after the regular shift;
 - 4. where an employee misses a paid meal period to which s/he is entitled s/he shall nevertheless be paid at the prevailing rate for such missed meal period in addition to all time worked.
- c). Where work is prescheduled for normal days off and employees have been notified on the previous working day and work is to commence within 2 hours of the normal starting time, the employer will not be required to provide lunch or pay for a meal time if taken.

16.10

ALTERNATIVE TRANSPORTATION

Where an employee is required to work unscheduled overtime, the Company will, on request of the employee, pay reasonable costs for alternative transportation home under the following conditions:

- a) Provided that normal means of transportation is not available.
- b) Where employees are parties in car pool arrangements, "normal means of transportation" shall be deemed to include car pools.
- c) For purposes of this Clause, "unscheduled overtime" is defined as that overtime occurring where an employee is notified by his/her supervisor during his/her scheduled shift that s/he will be required to continue working beyond his/her scheduled quitting time.

16.11 **PREMIUM PAYMENTS**

a) **Helicopter Premiums**

1. Life insurance of not less than \$150,000.00 shall be provided for employees working in or under or travelling in helicopters.
2. Employees who are actually engaged in working in or under helicopters shall be paid a premium of 25% over and above their base or floor rate, whichever is greater.
3. A helicopter premium of 25% of regular pay will be paid when an employee is travelling with another Company employee in receipt of a helicopter premium.

b) **High Time**

A high time premium of 10% of regular pay will be paid when an employee is actually working on staging and scaffolding, or where the employee is supported by a safety belt or rope, at heights of 9 meters (30 feet) or more above a fixed platform, safety net, or natural ground surface. This clause is applicable to work under bridges when the above conditions apply. The minimum premium payable will be that for one hour.

c) **Occupational Health and Safety**

The parties agree to maintain an Occupational Health and Safety Committee.

Employees who possess an Industrial First Aid Certificate and who are designated to act as a First Aid Attendant in addition to their normal job responsibilities, shall receive a monthly rate allowance of not less than the rates currently in effect in accordance with Company Policy ADM 550-2, which are:

<u>(\$/month)</u>	<u>Level</u>	<u>Designated Allowance (\$/month)</u>	<u>Non-designated Allowance</u>
	2	\$ 90	\$ 27
	3	\$180	\$ 54

ARTICLE 16

OVERTIME (continued)

16.12 **GENERAL**

Where an employee is required to work under conditions not specified in this Agreement which the Union considers merits premium pay, an appropriate premium will be determined by agreement between the Parties, and if no agreement is reached, the matter can be handled under the grievance procedure.

16.13 **STANDBY ARRANGEMENTS**

- a) An employee scheduled on standby, whether or not s/he carries a pocket pager, will be paid for two (2) hours at straight time for the 24 hour period commencing daily at 08:00 Monday to Thursday inclusive, 3 hours at straight time for the 24 hour period commencing at 08:00 Friday, and 4 hours at straight time for the 24 hour period commencing at 08:00 on a Saturday, Sunday or Statutory Holiday.
- b) Where possible standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours notice of standby duty, s/he will be under no compulsion to accept such duty.
- c) No employee will be compelled to accept standby on 2 consecutive weekends or on 2 consecutive holiday weekends.

16.14 **TELEPHONE CONSULTATION**

Where an employee is consulted by a supervisor or delegate by telephone outside his/her normal hours of work concerning a problem of work, a telephone consultation premium will be paid as follows:

- a) Pay per telephone consultation equivalent to 1/2 hour or the length of the call, whichever is greater, at overtime rates for calls prior to 23:00, and one hour's pay at overtime rates for calls between 23:00 and 07:00, except as indicated in (b) below.
- b) If a second or successive telephone consultation takes place within 1/2 hour of the end of a preceding call, it will be construed as being part of the preceding call and therefore not be paid unless the combined time exceeds the minimum paid period in (a) above.
- c) The telephone consultation premium will not be paid if an employee is on standby duty.

16.15 Employees who are assigned a paging device for the purpose of providing telephone consultation (as opposed to being on standby; ready and able to report to work) shall be compensated at the rate of one hour at straight time for each calendar day of such assignment and shall in addition receive the pay for telephone consultation specified by article 16.14.

ARTICLE 17

HEADQUARTERS -- TRAVELLING ALLOWANCES, MOVING EXPENSES AND LIVING EXPENSES

- 17.01 a) All employees will have an established headquarters. This established headquarters will be the location where the employee normally works, reports for work, or the location to which s/he returns between jobs.
- b) Employees hired for temporary work will be deemed to be headquartered at the location where they are recruited.
- 17.02 The Company will pay for transportation, meals and sleeping accommodation for employees travelling to or from a job from a point of hiring or on Company business.
- 17.03 a) All time spent in travel by public carrier, or as driver or passenger in a Company vehicle or properly authorized personal vehicle, to and from a headquarters or report point other than the employee's normal headquarters, shall be paid as time worked, except that when an employee commutes to/from such temporary headquarters or report point from his/her home or from lodging provided by the Company, only time spent commuting in excess of that amount of time it normally takes the employee to commute to his/her established headquarters will be paid as time worked.
- b) Time spent in travelling at the request of the Company on any non-scheduled working day shall be paid to a maximum of 8 hours at overtime rates.
- c) Time spent in travel between headquarters and the work site or the report point and the work site at the commencement and termination of each day's work, will be paid for as time worked.
- d) A mileage allowance of not less than 36 cents per kilometer shall be paid for authorized use of a personal vehicle on Company business, and such use will include commuting to/from a headquarters or report point other than the employee's normal headquarters, in which case all mileage in excess of the employee's normal commuting distance to the established headquarters shall be entitled to the mileage allowance.
- 17.04 Should an employee be discharged for cause or resign with more than 3 months' service while in the field, s/he will be paid travelling expenses back to his/her established headquarters. An employee laid off will be paid travelling expenses back to his/her established headquarters in accordance with Article 17.03.

ARTICLE 17

**HEADQUARTERS -- TRAVELLING ALLOWANCES,
MOVING EXPENSES AND LIVING EXPENSES (continued)**

- 17.05 Where employees are working and living away from their permanent headquarters, the Company will provide free board and lodging. Employees who elect to return home on weekends or on other days upon which no work is scheduled, shall, upon request, be granted "living allowance" of \$45 for such non-working days on which they do not utilize the board and lodging provided by the Company.
- 17.06 Employees will be returned to their established headquarters at the expense of the Company prior to taking annual vacation and will be returned from established headquarters to the work site at the expense of the Company without any loss of paid holiday time.
- 17.07 At any point where the Company is responsible under this Agreement for board and lodging, a living allowance of \$70 per day in lieu thereof may be granted at the request of the employee.
- 17.08 An employee directed to work away from his/her established headquarters shall be notified whether the change is to a position of a continuing nature or to a temporary job.
- 17.09
- a) If the change is to a position of a continuing nature, the Company will bear the cost of moving expenses in accordance with Article 17.10. Should it not be possible to obtain suitable living quarters at the new location immediately, an allowance will be made for reasonable living expenses. The point to which the employee is then assigned to report for duty will become his/her established headquarters.
 - b) Moving expenses are defined as standard packing and moving charges, and transportation costs for the employee and his/her family plus incidental expenses up to \$500. Incidental expenses would include such items as cleaning, disconnecting and reconnecting of appliances, etc. and are limited to the 2 residences involved.
 - c) Where management is the initiator of the transfer, consideration will be given to further reasonable expenses.
 - d) When employees choose to change their place of residence as a result of a reassignment of headquarters, they will be allowed time off with pay for the purpose of obtaining and moving into another home. The time off will be by arrangement with the immediate Supervisor concerned. Such time off will be in addition to any entitlement otherwise provided in respect to time spent in travel to the new location.

ARTICLE 17

**HEADQUARTERS -- TRAVELLING ALLOWANCES,
MOVING EXPENSES AND LIVING EXPENSES (continued)**

- 17.10 If an employee applies for another job and is successful in getting the job, the Company will pay his/her moving expenses if moving is necessary and the employee moves a minimum of 25 kilometers closer to his/her new headquarters.
- 17.11 An employee whose position becomes redundant and as a result is required to move to a new job location to continue in Company employment, shall be moved at Company expense regardless of the length of service or the time interval between moves.
- 17.12 Where an employee is granted a transfer for compassionate reasons under the provisions of this clause, the matter will be discussed with the Union, and the Company at its discretion may pay all or part of the employee's moving expenses.
- 17.13 An employee who is directed by the Company to change his/her headquarters or who becomes redundant due to automation, new equipment or new office procedures, shall be eligible, under the following conditions, for reimbursement for realtor's commission in selling his/her present home and legal fees in purchasing a new home in order to take another Company job:
- a) the employee has been notified in writing that the change of jobs is of a continuing nature;
 - b) a change of headquarters is involved and the new headquarters is outside municipal boundaries of the present headquarters and where the parties agree that it is not practical for the employee to commute daily to his/her new headquarters;
 - c) the employee and/or the employee's spouse is the registered owner of the home being vacated.
 - d) costs are actually incurred and the employee provides receipts;
 - e) the employee has a minimum of 4 years accredited service with the Company; and
 - f) the employee continues to work for the Company for a minimum of 1 year;
- 17.14 An employee quartered in a commercial facility will be entitled to single room accommodation.

ARTICLE 18 **SALARIES**

- 18.01 a) Job groupings are established in accordance with the Company's job evaluation plan. The salary scales applicable to these groupings shall be as set out in the following schedules with effective dates as shown.
- b) Salaries of certain employees are not covered by these scales and are set out elsewhere in this Agreement.
- c) Monthly rates are computed on the basis of 217.4% of bi-weekly rates.
- d) For conversion purposes only, hourly rates of pay are determined by dividing bi-weekly salaries by 70.
- e) Depending on the circumstances of the job, job evaluation exclusion rates are set subject to negotiation with arbitration if required.
- f) Effective January 1, 1999 all new hires, re-hires, and employees changing status from temp (hourly) to regular (salary) shall be paid by direct payroll deposit.

The employees shall provide the necessary banking information on the form(s) supplied by the company.

ARTICLE 18**SALARY SCALES EFFECTIVE JUNE 8, 2002**

MONTHLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	2254	2344				2702
4	2511	2613	2711			3013
5	2741	2848	2959	3065		3283
6	2989	3107	3228	3350		3581
7	3259	3387	3515	3648	3776	3913
8	3481	3613	3757	3891	4031	4168
9	3796	3944	4091	4248	4396	4546
10	4137	4298	4461	4626	4796	4957
11	4513	4687	4863	5046	5226	5407
12	4918	5111	5305	5500	5698	5894
13	5365	5572	5783	6000	6211	6426
14	5718	5937	6165	6394	6622	6852

BI WEEKLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1037	1078				1243
4	1155	1202	1247			1386
5	1261	1310	1361	1410		1510
6	1375	1429	1485	1541		1647
7	1499	1558	1617	1678	1737	1800
8	1601	1662	1728	1790	1854	1917
9	1746	1814	1882	1954	2022	2091
10	1903	1977	2052	2128	2206	2280
11	2076	2156	2237	2321	2404	2487
12	2262	2351	2440	2530	2621	2711
13	2468	2563	2660	2760	2857	2956
14	2630	2731	2836	2941	3046	3152

SALARY SCALES EFFECTIVE OCTOBER 1, 2003

MONTHLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	2322	2413				2783
4	2587	2691	2791			3104
5	2824	2933	3048	3157		3381
6	3078	3200	3326	3450		3687
7	3357	3489	3622	3757	3889	4031
8	3585	3722	3870	4009	4152	4294
9	3909	4061	4213	4376	4528	4683
10	4261	4426	4596	4765	4939	5105
11	4648	4828	5009	5198	5383	5570
12	5065	5265	5463	5665	5870	6070
13	5526	5739	5957	6181	6398	6620
14	5889	6115	6350	6585	6820	7059

BI WEEKLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1068	1110				1280
4	1190	1238	1284			1428
5	1299	1349	1402	1452		1555
6	1416	1472	1530	1587		1696
7	1544	1605	1666	1728	1789	1854
8	1649	1712	1780	1844	1910	1975
9	1798	1868	1938	2013	2083	2154
10	1960	2036	2114	2192	2272	2348
11	2138	2221	2304	2391	2476	2562
12	2330	2422	2513	2606	2700	2792
13	2542	2640	2740	2843	2943	3045
14	2709	2813	2921	3029	3137	3247

SALARY SCALES EFFECTIVE APRIL 1, 2004

MONTHLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	2391	2485				2865
4	2665	2772	2876			3198
5	2909	3020	3139	3252		3483
6	3170	3296	3426	3554		3798
7	3457	3594	3731	3870	4007	4152
8	3691	3833	3985	4128	4276	4422
9	4026	4183	4339	4507	4663	4824
10	4389	4559	4733	4909	5087	5257
11	4787	4974	5159	5355	5544	5737
12	5218	5424	5626	5835	6046	6252
13	5692	5911	6135	6365	6589	6818
14	6065	6298	6542	6783	7024	7270

BI WEEKLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1100	1143				1318
4	1226	1275	1323			1471
5	1338	1389	1444	1496		1602
6	1458	1516	1576	1635		1747
7	1590	1653	1716	1780	1843	1910
8	1698	1763	1833	1899	1967	2034
9	1852	1924	1996	2073	2145	2219
10	2019	2097	2177	2258	2340	2418
11	2202	2288	2373	2463	2550	2639
12	2400	2495	2588	2684	2781	2876
13	2618	2719	2822	2928	3031	3136
14	2790	2897	3009	3120	3231	3344

SALARY SCALES EFFECTIVE APRIL 1, 2005

MONTHLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	2463	2559	0	0	0	2952
4	2746	2854	2963	0	0	3294
5	2996	3111	3233	3350	0	3587
6	3265	3394	3528	3661	0	3911
7	3561	3702	3841	3985	4126	4276
8	3802	3948	4105	4252	4405	4555
9	4148	4309	4470	4641	4802	4970
10	4522	4696	4874	5057	5239	5415
11	4931	5124	5313	5515	5711	5909
12	5374	5587	5796	6011	6226	6439
13	5863	6089	6320	6557	6787	7022
14	6248	6487	6737	6987	7235	7487

BI WEEKLY SALARY SCALES						
GRP	MIN	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
3	1133	1177				1358
4	1263	1313	1363			1515
5	1378	1431	1487	1541		1650
6	1502	1561	1623	1684		1799
7	1638	1703	1767	1833	1898	1967
8	1749	1816	1888	1956	2026	2095
9	1908	1982	2056	2135	2209	2286
10	2080	2160	2242	2326	2410	2491
11	2268	2357	2444	2537	2627	2718
12	2472	2570	2666	2765	2864	2962
13	2697	2801	2907	3016	3122	3230
14	2874	2984	3099	3214	3328	3444

ARTICLE 18

TRADE DIFFERENTIALS AND FLOOR RATES

18.02

a) **Definitions**

1. By definition, "base rate" shall mean the monthly amount (according to the salary scale) paid to an employee, exclusive of overtime, premiums, allowances, trade differentials, etc.
2. By definition, "floor rate" shall mean a monthly amount paid to an employee consisting of his/her base rate plus a trade differential, as defined in Article 18.02(a) 3, for the purposes of maintaining a pay relationship between a job within the OPEIU bargaining unit and a job in another union within the Company.
3. By definition, "trade differential" shall mean the adjustment amount which must be added to the base rate of an employee in a floor rated job to increase the employee's pay to the floor rate established for the job.
4. By definition, "base position" shall mean a position in another bargaining unit within the Company.

b) **Criteria**

1. The purpose of floor rates is to establish and maintain a relationship between the salary paid to employees assigned to a position that entails a direct working relationship with members of other unions within the Company and the wages of those members.
2. Entitlement to a floor rate is conditional upon this direct working relationship complying with the following:
 - a) the duties performed by the employee must be inter-related with the position in the other union over which the floor rate is based and must further relate to a major job responsibility of that base position; and
 - b) the employee must be responsible for determining the methods and procedures to be followed by the members of another Union; and
 - c) the employee must be responsible for ensuring that the work completed by the member(s) of the other Union conforms to the Company's specifications, standards and/or other relevant codes; and
 - d) the member(s) of the other Union must be assigned to the employee to either:
 - 1) assist the employee in completing work assignments; or
 - 2) complete work assignments with the assistance and/or direction of the employee; or

3) receive technical training in one or more major job responsibilities where such training is of a nature that it will qualify the member(s) of the other Union to perform an approved position in their own bargaining unit, and where the employee is responsible for assessing the capability and eligibility of the trainees to be appointed to the end position; and

e) the working relationship between the employee and the members of the other Union must be an ongoing and demonstrative part of the OPEIU job; "once-only" or hypothetical situations will not attract a floor rate.

c) **Floor Rate Type**

Parity or a 5% differential will be determined as follows:

- 1) Parity: when all criteria in 18.02(b) are met except 18.02 2 (d) 3.
- 2) 5% Differential: when all criteria are met, or when all criteria are met except 18.02 2(d)1 and/or 18.02 2(d)3.

d) **Monthly Floor Rate Calculation:**

Where the regular monthly hours total 152.19 and the regular hours are 7.0 per day, or where the regular hours are total 163.06 and the regular hours are 7.5 hours per day, or where the regular monthly hours total 173.93 and the regular hours are 8 per day, the calculation shall be:

- 1) Parity =
 $1.00 \times \text{hourly rate of base position} \times \text{regular monthly hours of base position};$
- 2) 5% Differential =
 $1.05 \times \text{hourly rate of base position} \times \text{regular monthly hours of base position}.$

ARTICLE 18

TRADE DIFFERENTIALS AND FLOOR (continued)

18.02

e) **Administration**

1. Disputes arising from the application of the Floor Rate Criteria are subject to Article 3, Grievance Procedure, of the Collective Agreement.
2. Each Floor Rated Job will be reviewed and tested against the above defined criteria at the time the Floor Rate is established, and at least once every 3 years as a part of the Job Evaluation Section cyclical audit of all OPEIU bargaining unit Jobs with a report forwarded to the Parties in the attached format as a part of that review process.
3. Each Floor Rate established under this Article will be documented on a Trade Differential Sheet, Floor Rates will be recalculated when the wage for the base position is changed and will be effective on the same date as the change in wage. The local union will be advised in writing of recalculations of Floor Rates.

18.03

LENGTH-OF-SERVICE INCREASES

- a) Progression along the salary scale will be at 12 month intervals.
- b) Salary advances in all salary ranges shall be automatic except that such increases may be withheld for cause, providing that 2 months' notice of intent to withhold is given to the employee in writing, and a copy of such notice is mailed to the Union office. When, in the opinion of the Company, the employee has restored his/her performance fully at some subsequent date, he/she may regain his/her position within the salary scale on a non-retroactive basis.
- c) Automatic salary increases for employees who are eligible shall be an amount equivalent to a full step increase of the appropriate salary range, irrespective of the employee's position in the range, provided that no employee may receive an increase beyond the maximum steps of the range.
- d) An employee whose salary falls between steps on the salary range will receive length-of-service increases which equal the dollar difference between the steps in which the employee's salary fell before the increase except that no employee will receive a length-of-service increase which would place him/her above the maximum salary for the job.

ARTICLE 18

LENGTH-OF-SERVICE INCREASES (continued)

18.03

- e) Only one length-of-service increase will be granted an employee while s/he is on sick leave. After returning to work, s/he will next be entitled to an increase on the same date s/he would have been entitled to an increase had s/he not been absent for sickness.
- f) Employees who have been on any other leave of absence in excess of 3 months during the length-of-service period will receive a prorated length-of-service increase; that is, for each completed month of service in his/her present job since his/her last length-of-service increase s/he will have 1/12 of the next length-of-service increase for that job added to his/her basic salary.
- g) Time worked continuously on different jobs having the same group shall be cumulative.
- h) When an employee is promoted s/he will receive a prorated length-of-service increase to his/her old salary based on the accrued time since the last length-of-service increase. Article 18.07 will then be used to determine the promotional increase.
- i) Employees who are promoted will have their length-of-service date established on the anniversary date of their promotion.
- j) An employee whose job is reclassified to a higher salary grade as a result of changes in duties and responsibilities or as a result of re-evaluation will receive the promotional increase as set out in Article 18.07 and will continue to receive his/her length-of-service increases on the new job on the same date as s/he would have received them had s/he been on the lower job. Employees who were at the maximum on the lower job will receive their first length-of-service increase on the higher job on the anniversary day of the job reclassification.
- k) Temporary employees shall accrue service for salary progression purposes as long as breaks in service do not exceed 90 consecutive calendar days, after which the terms of Article 18.05 (b) apply.

ARTICLE 18

GENERAL INCREASES

18.04

- a) Salaries and bi-weekly salary scales shall be increased by 1.5% on the effective date, except that active red circled employees shall receive a one-time lump sum payment of \$500.
- b) Salaries and bi-weekly salary scales shall be increased by a further 3% effective October 1, 2003.
- c) Salaries and bi-weekly salary scales shall be increased by a further 3% effective April 1, 2004.
- d) Salaries and bi-weekly salary scales shall be increased by a further 3% effective April 1, 2005.
- e) Both parties endorse the philosophy that base salaries for classifications at BC Gas Utility are intended to be at or near market median, as determined by a joint market comparator surveying conducted by the parties.
- f)
 - 1. The parties shall initiate preparation for another joint market comparator survey no later than November 1, 2005. The survey process shall be similar to the one conducted by the parties in 1999. The report will be similar to that issued in 2001.
 - 2. Effective October 1, 2006, salaries and bi-weekly salary scales shall be adjusted by an amount that will re-establish their relationship to market median as determined by the survey. If market median is below the OPEIU wage scale, no downward adjustment will be made.
 - 3. In the event that bargaining between BC Gas Utility and the IBEW, Local 213 results in a base rate increase in 2006 for the IBEW that is greater than the OPEIU base rate increase which resulted from the 2006 joint market comparator survey, then the OPEIU has the option of accepting the higher of the two base rate increases.
- g) The 3% incentive (Scorecard) pay component (subject to any Utility Scorecard gateway) introduced in the last collective agreement shall continue during the life of this agreement. Effective the 2004 payout, the formula shall be changed to the following:
 - 1. 1.5% shall continue to be based on Scorecard results.
 - 2. an additional 1.5% shall be paid to each employee whose overall performance rating, pursuant to g(3) below, is at or above the “meets expectations” level.
 - 3. all employees shall participate in a formal Performance Planning and Review process commencing in the first quarter of 2003, with payments, pursuant to g(2) above, to be made in the following year.

ARTICLE 18 GENERAL INCREASES (continued)

4. as before, the incentive pay shall be based on the employee's annual rate in their regular classification as at December 31 of the previous year, subject to attainment of results.

18.05 **HIRING RATES**

- a) Employees, including those from other Unions within the Company, are to be hired at the minimum rate of their job group. New employees who have had experience directly applicable to their jobs may be paid up to and including step one. Higher starting rates than step one may be paid in exceptional cases provided agreement is reached between the Company and the OPEIU.
- b) A person who has previously worked for the Company and is rehired into the same job classification as s/he held at the time of termination, shall start at the same step of the salary range as that person was being paid immediately prior to the termination and the full time of the step must be worked before progressing to the next step.
- c) However, if the time away from the job exceeds one year, the individual will start one step below the step held when the termination occurred and the full time of the step must be worked before progressing to the next step. If the time away from the job exceeds 2 years, the individual will be treated as a new employee pursuant to Article 18.05 (a).

ARTICLE 18 DEFINITIONS

18.06

PROMOTIONS, DEMOTIONS AND TRANSFERS

The following definitions will apply in the event of job changes occurring within or between salary scale categories:

- a) By definition, a "promotion" shall mean a move to a new job carrying a maximum step which is higher than the maximum step of the old job.
- b) By definition, a "demotion" shall mean a move to a new job carrying a maximum step which is lower than the maximum step of the old job.
- c) By definition, a "lateral transfer" shall mean a move to a new job which is neither a promotion or demotion as defined above.
- d) By definition, a "temporary promotion" shall mean a promotion, as defined above, which lasts for one full working day or more and for 6 months or less.
- e) By definition, "red-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job until such maximum is raised to a level above his/her salary.
- f) By definition, "blue-circled" shall mean that an employee's salary will be maintained above the maximum of the salary range for his/her job and that such salary will be increased by all subsequent negotiated and length-of-service salary increases.

ARTICLE 18 PROMOTIONS, DEMOTIONS AND TRANSFERS (continued)

18.07

PERMANENT PROMOTIONS

- a) An employee who is promoted from one salary group to another will receive an increase of 5% for each salary group of promotion after first determining a pro rata adjustment to their old salary based on the accrued time since the last length of service increase. No employee, subsequent to the application of this promotion formula, will receive less than the minimum or more than the maximum of the new range. Thereafter, progression along the salary scale will be at 12 month intervals.

- b) When an employee is promoted from one floor-rated job to another floor-rated job s/he will receive an increase on his/her base rate in accordance with (a) above. Further, where his/her old floor rate is lower than his/her new floor rate s/he will receive the new floor rate; but where his/her old floor rate is higher than his/her new floor rate s/he will be red-circled at his/her old floor rate.

- c) When an employee is promoted from a floor-rated job to a non-floor-rated job s/he will receive an increase on his/her base rate in accordance with (a) above. Further, where his/her old floor rate is higher than his/her new base rate s/he will be red-circled at his/her old floor rate.

- d) When an employee is promoted from a position s/he has taken under the provisions of Article 18.10 (a) and (b), the following salary policy will apply:
 1. If the employee had been on the lower grouped job more than one year s/he shall be promoted in accordance with 18.07 (a) above.
 2. If the employee has been on the lower group job less than one year and is promoted to the same group s/he held prior to demotion, s/he will receive the salary s/he would have achieved had s/he remained on that higher job group level.
 3. If the employee is promoted to a job group higher than s/he held prior to his/her demotion, his/her salary will be determined by applying firstly the provisions of (d) 2 and then the provisions of (a).

ARTICLE 18 PROMOTIONS, DEMOTIONS AND TRANSFERS (continued)

18.08 TEMPORARY PROMOTIONS

Definition:

- a) "Temporary Promotion" means a promotion which lasts for one full working day or more.
 1. An employee who is temporarily promoted from one salary group to another will receive an increase of 5% for each salary group of promotion. No employee, subsequent to the application of his/her promotion formula, will receive less than the minimum or more than the maximum of the new range.
 2. Where an employee carries out the duties of a Supervisor, or another person outside of the bargaining unit, s/he shall receive a rate of 10% above the highest rate of persons supervised, or 10% above the employee's current rate, whichever is greater, for the entire period of such relief.
- b) When an employee is in receipt of Supervisory premium pursuant to paragraph (b) 2), and works overtime the appropriate overtime premium will be applied to the employee's wage inclusive of the Supervisory premium.
- c) An employee temporarily on a higher grouped job shall receive the benefit of length-of-service increases which s/he would have received on the lower grouped job and his/her salary shall be increased accordingly. A temporarily promoted employee will also be eligible for length-of-services increases on the higher grouped job if the temporary promotion is renewed and thus exceeds 12 months in duration. However, the salary resulting from a length-of-service increase on the higher grouped job shall at no time be higher than the salary the employee would have received had s/he been permanently promoted to that job. Increases in salary awarded to temporary promotions are withdrawn when the employee returns to his/her regular job. The salary at which s/he returns to his/her regular job shall include any increases which would otherwise have come to him/her during the period of transfer.
- d) In cases where apparent salary anomalies occur, resulting from transfers to and from temporary promotions, the Parties agree to discuss such cases on their merits, subject to recourse to the grievance procedure.

ARTICLE 18 PROMOTIONS, DEMOTIONS AND TRANSFERS (continued)

18.09 **LATERAL TRANSFERS**

- a) When an employee is, by definition, laterally transferred from one floor-rated job to another floor-rated job s/he will retain his/her old base rate. Further, where his/her old floor rate is lower than his/her new floor rate s/he will receive the new floor rate; but where his/her old floor rate is higher than his/her new floor rate s/he will be red-circled at his/her old floor rate.
- b) When an employee is, by definition, laterally transferred from a floor-rated job to a non-floor-rated job s/he will retain his/her old base rate and be red-circled on his/her old floor rate.

18.10 **DEMOTIONS**

- a) In the case of a demotion directly ascribable to the employee, for example through choice or as a result of inadequate performance, the following salary policy will apply:
 - 1. If the employee has a year or more of service in the higher grouped job, upon demotion s/he will retain his/her rate if it is not beyond the maximum of the lower grouped job; if it is beyond maximum s/he will be reduced to the maximum of the lower group.
 - 2. If the employee has less than one year's service in the higher-grouped job, upon demotion his/her salary will be that which s/he would have attained had s/he moved directly to the lower-grouped job on the same date that s/he moved to the higher-grouped job.
 - 3. Under special circumstances, including health cases, the salary in the lower-grouped job will be negotiated by the Parties. Upon upward revision of the basic salary scale the employee will receive the general increases that accrue to his/her lower job grouping.
- b) In the case of a demotion not directly ascribable to the employee, the following salary treatment shall apply:
 - 1. Article 2 Re-evaluation - Red-Circle treatment.
 - 2. Article 7 Layoff and Recall - Blue-Circle treatment for a period of three years after which time Red-Circle treatment shall apply, unless the layoff is beyond the company's control; in which case 18.10(b)1 shall apply from the date of layoff..
 - 3. Deleted in 1998.

ARTICLE 19 EMPLOYEE DEFINITIONS

19.01 Full-Time Regular (FTR)

An employee hired to fill an ongoing position vacated by a regular employee or hired to fill a position which is of a continuing nature.

19.02 Part-Time Regular (PTR)

- a) An employee hired to fill a part-time ongoing position vacated by a part-time regular employee or to fill a part-time position which is of a continuing nature.
- b) Unless otherwise agreed with the Union, a part-time regular employee will work according to an assigned regular schedule but will not work more than 60 hours per bi-weekly pay period except that the employee may in addition relieve a full-time employee on leave of absence, sick leave or annual vacation without change to full-time regular status. A PTR employee will normally be scheduled a minimum of 24 hours bi-weekly. At the end of any bi-weekly sign-up period where the minimum of 24 hours is not scheduled, the employee(s) working those schedules shall have the right to choose layoff under the terms of the collective agreement.
 - 1. An assigned regular schedule will be established by the Company at the time of hire and will be for a minimum period of 2 weeks.
 - 2. Within an assigned schedule the days worked and the daily/weekly hours may differ.
- c) A supervisor may change an established schedule but must provide 2 weeks notice of any change.
- d) Notice of change is not required where a schedule is varied by mutual agreement between the employee and the supervisor.
- e) The employee will participate in Benefit Plans in accordance with Article 21, and in the Pension Plan.
- f) Sick leave and annual vacation entitlements shall be prorated on the basis of time worked according to service.

ARTICLE 19 EMPLOYEE DEFINITIONS (continued)

Part-Time Regular (PTR) (Cont'd)

- 19.02 g) Annual vacation and Statutory Holiday pay shall be paid bi-weekly as a percentage of gross bi-weekly earnings. The percentage paid shall be 10.4% if entitled to 3 weeks annual vacation and increased by 2% for each additional week of annual vacation earned. When additional statutory holidays are declared in accordance with Article 13.01 of this Agreement, then the percentage shall be increased by 0.4% for each additional holiday so declared. On each anniversary date, a part-time regular employee shall have the option of accruing annual vacation pay to be paid out at the time of taking annual vacation.
- h) A part-time regular employee shall progress through the salary scale on the basis of accumulated hours worked (inclusive of A/V, Sick Leave and absence due to Workers Compensation) at the same job group and salary step. Such progression shall be determined by a quarterly review of accumulated hours and shall occur effective the first of the month in which the employee accumulated 1,826 hours.

19.03

Temporary (Temp)

- a) An employee hired on an as-and-when required basis.
- b) Unless otherwise agreed by the parties, a temporary employee is limited to a period of 18 months working full-time in connection with a specific project, work overload or seasonal peaks.
- c) The temporary employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service with the Company in the same or related job.
- d) Annual vacation and Statutory Holiday pay shall be in accordance with Article 19.02(g).
- e) The employee will not be entitled to any benefits provided in this Agreement. However, should such an employee's period of employment exceed 60 days of accumulated service, s/he will be paid an additional 8% in lieu of sick leave and welfare benefits.

Transition:

Full-time temporary employees who are participating in Benefit Plans in accordance with Article 21 (excluding the Pension Plan) the day before the effective date of the renewed collective agreement shall continue to participate in those Benefit Plans until they no longer work full-time hours at which time they shall cease participation in the Benefit Plans and shall come under the terms and condition of paragraph 'e' above. Every employee who is covered by this transition language shall receive 2% pay in lieu of sick leave until s/he is no longer subject to this transition language.

ARTICLE 20 TRAINING

- 20.01 BC Gas and the Union are committed to enhancing the employment prospects of all employees. To assist with this goal:
- (a) At least on an annual basis each employee and her/his supervisor will conduct a performance review for the employee, and as part of this review attempt to identify known or anticipated threats to the employee's current job and career path as identified by the employee.
 - (b) A training needs profile will be developed as part of the performance review process. This profile will specify which of the following will be emphasized in the employee's training:
 - 1. training for current tasks, or
 - 2. training for anticipated requirements, which will include if necessary, career transition preparation for different job streams, both inside and outside the Company.
 - (c) The Joint Training Committee shall, as part of its mandate, explore emerging skillset requirements for employability. The Committee shall also develop a catalogue of various sources of training and education related to the emerging skillsets, and it will make this information available to all supervisors and employees.
 - (d) Regular employees will be credited with 37.5 hours of time off per calendar year to attend classes during regular working hours without loss of pay, benefits or seniority, under the following conditions:
 - 1. This time shall be available after the employee has used 37.5 hours of their own banked time;
 - 2. This time is for training identified in the employee's training needs profile, and when such training is only available during the employee's normal working hours;
 - 3. Employees shall give as much notice as possible, and adjust their training schedule so as to minimize the effect of their absence on the department.
 - 4. Disputes with respect to the use and scheduling of this time off shall be referred to the Joint Training Committee, and failing resolution shall be processed as grievances.
 - (e) The provisions of Articles 20.05 (a), (b) and (c) shall also apply.
- 20.02 Employees shall be granted leave of absence without pay upon request for the purpose of attending full-time studies at a recognized educational institution, under the following conditions:
- a) the employee must provide his/her Supervisor written notice at least 2 calendar months prior to the commencement date of the desired leave;

ARTICLE 20 TRAINING

- b) the Company may recruit for a temporary replacement pursuant to Article 6, for the period of the employee's absence but the employee's leave shall commence on the day specified by the notice above whether or not a replacement has been recruited;
- c) by notifying the Company in writing, the employee shall make him/herself available for work within one calendar month of the end of the requested time, such time not to exceed one calendar year;
- d) the above time limit may be extended by mutual agreement between the employee and the Company. If the time limit is not extended and the employee does not make him/herself available for work within the time limit, the employee shall be presumed to have terminated on the last day of the time requested;
- e) the employee shall not lose seniority as a result of the absence and shall not accrue seniority during the period of absence; and
- f) the employee may elect to remain covered by any of the welfare plans of Article 21, and in that event shall reimburse the Company for the premium costs of such coverage.

20.03 The Company shall reimburse employees for registration fees and annual membership fees in any Professional Association, if such registration and membership is a requirement under the Qualification Section of the employee's job description, or at the discretion of the appropriate Vice-President.

20.04 An employee shall be given time off with pay to write examinations on a course approved pursuant to Article 20.05. The employee will also be allowed 3 clear hours off work immediately preceding the examination should the examination or any part of this leave coincide with normal working hours.

20.05 Employees may apply on the prescribed educational assistance form for financial aid to
(Formerly 20.01) undertake a course of outside training. The degree of financial aid assumed by the Company will depend upon the circumstances involved as follows:

- a) Full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be borne by the Company where the training is at the instigation of management (eg. Industrial First Aid Training). Such training requires written approval of a Regional Manager or Department Head.
- b) The full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be reimbursed to a working employee upon successful completion of such training or course, where:

ARTICLE 20 TRAINING

1. written approval has been obtained from the Company prior to the commencement of such training or course, and
 2. the Company agrees that this additional training bears direct relevance to the employee's current job or recognized career path within the Company.
- c) One-half the cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Company) will be reimbursed to a working employee upon successful completion of such training or course, where:
1. written approval has been obtained from the Company prior to the commencement of such training or course, and
 2. the Company agrees that this additional training would be helpful in broadening the individual's abilities in a work-related way or could be of future use to the employee in working with the Company.

ARTICLE 21 BENEFIT PLANS

21.01 **MEDICAL COVERAGE AND EXTENDED HEALTH BENEFITS**

- a) Regular employees shall be eligible to receive the basic medical and surgical coverage provided by the B.C. Medical Services Act through the Medical Services Plan.
- b) In addition to the above, eligible employees as defined above shall also be covered by an Extended Health Care Plan similar to that offered by Pacific Blue Cross. The plan will pay 100% of all eligible expenses in excess of a \$25.00 deductible per person or family each calendar year. The maximum benefit payable during the lifetime of any family member is \$1,000,000.00.

Extended Health benefits to include standard vision care to a maximum of \$150 per employee and dependent every two years effective June 1, 1999.

- c) Eligible new employees (except those hired for vacation relief) are covered effective the first day of the next month following the date of employment, except when the date of employment is the first day of the month, or first normal working day in the month, then coverage is effective from the first day of that month. Vacation relief employees are covered effective the first day of the month following 4 continuous months of service except when the date of employment is the first day or first normal working day in the month, then coverage is effective from the first day of the fifth month of continuous service.
- d) Premiums for both plans will be paid by the Company. Participation in the plans is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect not to be covered by the above-noted plans of the Company.
- e) Premiums shall continue to be paid on the foregoing basis for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal governments, unless the terms of such plans dictate otherwise.
- f) Members of the Union who retire from the Company's service on pension and who have completed 10 years of service may continue to be covered under the above plans with the Company paying premiums indicated in this section.

NOTE: The word "month" as used above means "calendar month".

ARTICLE 21 BENEFIT PLANS (continued)

21.02 GROUP LIFE INSURANCE

The Company will continue to provide all regular employees with life insurance benefits under the terms of its group life insurance policy. Coverage will be effective on the first day of the month following 3 months continuous service as follows:

- a) The life insurance benefit is equal to 2 times the employee's annual salary, rounded to the next higher \$1,000, if not already a multiple of \$1,000.
- b) For purposes of determining an employee's group life insurance coverage, "annual earnings" shall be computed semi-annually and shall be based on salary scales actually in effect on January 1st and July 1st each year.
- c) The Company shall contribute 100% of the cost of the policy.
- d) An employee who retires and draws an immediate BC Gas pension will be covered for 50% of the insurance in effect immediately prior to retirement. The amount will be reduced annually by 10% of the insurance in effect immediately prior to retirement until a minimum of \$2,500.00 is reached. This minimum shall remain in effect for the remainder of the retired employee's life.
- e) An employee receiving Long Term Disability benefits under Article 21.04 shall remain covered for the Life Insurance coverage in effect immediately prior to the disability.

21.03 DENTAL PLAN

- a) Regular employees, spouses and dependent children up to 21 years, or over 21 if in full-time attendance at an educational institution, shall be eligible for coverage under the Company's Dental Plan currently in effect with the Pacific Blue Cross. The plan includes Plan A (100% payment of fees), Plan B (60%[65%] co-insurance effective April 1, 1992), Plan C (50% co-insurance to a lifetime maximum of \$3,000.00 per person enrolled in the Plan effective June 1, 1999). Any other improvements to the benefit entitlements under the provisions of the Dental Plan covering Company employees during the life of this Agreement will be implemented for all O.P.E.I.U. members covered by the Company Dental Plan. Payment of benefits under the Plan is based on the B.C. College of Dental Surgeons Schedule of Fees. Employees are eligible for enrollment in the Plan on the first day of the month immediately following 3 months continuous service.
- b) The premium for such Plans shall be paid 100% by the Company.

21.04

LONG TERM DISABILITY

- a) The Company pays the full cost of the premium for a Long Term Disability Plan. The Plan provides a benefit to eligible employees at the rate of 70% of normal regular monthly earnings (to a maximum benefit of \$4,000 per month) while sick or disabled. Benefits commence to eligible employees in the 16th week of continuous disability.
- b) Coverage for regular employees will be effective on the first day of the month immediately following 3 months of continuous service.
- c) This is a brief summary of the Plan's provisions. The Plan is subject to terms and conditions of the Contract with the Underwriter.
- d) It is understood that the Plan may be altered or amended from time to time to reflect changes made under Article 10.15.
- e) BC GAS SICK LEAVE BANK: Ex-B.C. Hydro employees as at September 30, 1989, and who have banked sick leave entitlement on that date, will establish a non-renewable BC Gas Sick Leave Bank equal to 2/3 of that entitlement. This Bank may be used, at the employee's request, as a supplement to earnings while the employee is in receipt of sick leave or of Long-Term Disability payments at 70% of regular earnings. Payout of the BC Gas Sick Leave Bank will be 30% of regular earnings and will cease when the disability is over or when the Bank is exhausted.
- f) Employees on paid sick leave on September 30, 1989 will establish their sick leave bank as at the date on which they are authorized to return to work.
- g) While the benefits of this Plan include payments by government plans, such as Canada Pension and Workers' Compensation, the initial benefit under this Plan will not be reduced even if there are subsequent increases in government plans' payments.
- h) Effective January 1, 1992, the benefits payable from the Plan will increase at the rate of increase of the Consumer Price Index to a maximum of 3% per year, pursuant to the terms and conditions of the contract with Confederation Life.

21.05 **COVERAGE AND COST FOR EMPLOYEES ON LEAVE OF ABSENCE**

- a) An employee on leave of absence without pay, for reasons other than sick leave or maternity leave for a period of 15 days or more in any calendar month is required to reimburse the whole cost of welfare plans as outlined in 21.01, 21.02, 21.03 and 21.04 above in respect of that month.

- b) Company employees who are on leave of absence in accordance with Article 1.05 as full-time paid officers and representatives of the Union shall be eligible for coverage under all Company benefit plans, on condition the Company's share of the cost of such plans is borne either by the Union or by the employee.

NOTE 1: Coverage in all Benefit Plans will be effective on the first day of the month immediately following the completion of the qualifying period, if any.

NOTE 2: Further details of these plans are available upon request to the Human Resources Department.

21.06 The Company will continue with the existing Travel Accident policy that provides insurance for all employees up to an amount of \$100,000 while travelling on Company business.

- 21.07
- a) The Company will provide the Union with a copy of each Benefit Plan contract and any amendments made to such contracts.

 - b) The Company will ensure that employees shall suffer no loss or reduction of coverage as a result of a change in carrier of a Benefit Plan.

IN WITNESS WHEREOF the Company and the Union have caused their proper Officers and Representatives to affix their hands this day of 2002.

BC GAS UTILITY LTD.

OFFICE AND PROFESSIONAL EMPLOYEES'
INTERNATIONAL UNION, LOCAL
378

Deb Brown

Chris Blaney

Elaine deRoche

Bruce Farmer

Bob Samels

Bill Farrall

Franz Scherubl

Frans Verhoef

David Zerr

LETTER OF UNDERSTANDING #1

June 14, 1994

Supersedes LOU #1's dated:

June 8, 1988,

June 21, 1985,

April 6, 1979,

August 19, 1975.

Office and Technical Employees' Union
Local 378,
4595 Canada Way,
Burnaby, BC
V5G 4L9

Attention: Scott Watson
 Senior Union Representative

Dear Sir:

Re: Letter of Understanding #1 - - Exemptions

It is agreed that any person or persons holding the job or position of Secretary to an Officer of the Company shall be exempt from the bargaining unit represented by the OTEU Local 378.

Yours truly,

BC GAS UTILITY LTD.

Fred Green
Labour Relations Officer

LETTER OF UNDERSTANDING #2

February 28, 1994

Mr. Scott Watson
Senior Business Representative
Office and Technical Employees' Union
4595 Canada Way,
Burnaby, B.C.

Dear Sir:

RE: Mailing Service

BC Gas will provide mailing service to the Union Office at 4740 Imperial Street, Burnaby. The service will be rendered at a cost to be determined by BC Gas from time to time and shall include drop off and pick-up of mail once daily on normal working days.

The cost of the service will be shared 50/50 between the Company and the Union.

Yours sincerely,

F.W. Green
Labour Relations Officer

LETTER OF UNDERSTANDING #3

Customer Service Representative Leader

It is understood and agreed between the parties hereto that where there are two regular full time Customer Service Representatives in any one office, one will be a Customer Service Representative Leader. To qualify for a Customer Service Representative Leader position, an employee must have at least three (3) years seniority as a Customer Service Representative. All present Customer Service Representative Leaders will remain so without demotion, regardless of seniority.

For BC Gas Inc.

For OPEIU, Local 378

F. W. Green
Labour Relations Officer

R. G. Donnelly
Union Representative

June 4, 1991
DATE:

Note: The above letter supersedes the original letter dated August 20, 1975, signed by D. R. MacPhail for the Company and R. N. Rennie for the Union.

LETTER OF UNDERSTANDING #4

GAS CONTROLLER TRAINEES

The parties agree to the following with respect to Gas Controllers, for which it is agreed a "trainee" category has been established:

1. The Company may choose to post a vacancy as
 - a) the "end job"
 - b) as a "trainee-job" or
 - c) as the end-job for which trainee applicants will be considered.

2. If posted pursuant to 1(a) or 1(c) the selection priority will be:
 - a) qualified internal applicant
 - b) qualified external applicant
 - c) internally selected trainee
 - d) externally selected trainee

3. If posted pursuant to 1(b) the selection priority will be:
 - a) qualified internal applicant
 - b) internally selected trainee
 - c) external hire

4. Regardless of which posting criteria is used, qualified applicants selected will be paid in accordance with the range for the end job, and trainee selections will be paid in accordance with the trainee scale which shall be the Group 9 Salary Scale.

5. The Gas Controller Trainee(s) thus selected, may, at the discretion of the Supervisor, work day shift only for the first six (6) months and will be paid the Group 9 rate until they have accumulated five (5) years experience, which shall include credit given for any previous related experience.

6. After the accumulation of five (5) years of previous and/or on the job experience, the trainee Gas Controllers will be made qualified Gas Controllers and receive a 5% permanent promotion pursuant to Article 18.07(a).

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: September 7, 1994

LETTER OF UNDERSTANDING #4A

RELIEF GAS CONTROLLERS (RGC's)

The Company and the Union agree it is imperative that trained employees be available to provide relief in Gas Control on an ongoing, permanent basis, to substitute for regular Gas Controllers who are absent from work.

In consideration of the foregoing and notwithstanding the provisions of Article 6, the Company and the Union agree it will not be a violation of our Collective Agreement for the Company to provide temporary relief in Gas Control by establishing a trial [until March 31, 1996] call list in the following manner:

1. The Company may post a bulletin for up to three (3) RGC's.
2. No application of Article 17 will apply to any relief assignments under this LOU.
3. Former Gas Controllers and other qualified internal applicants will be selected first.
4. If there are no, or not enough qualified internal applicants, the Company may, at its discretion, select any unqualified internal applicant thought suitable.
5. All RGC's will be paid the Gas Controller job rate while performing the job and all accumulated time on the job, including any previous service as a FTR or temporary Gas Controller, shall be credited toward LOS increases.
6. This Letter of Understanding shall expire on March 31, 1996 and all RGC's will return to their regular positions unless otherwise extended in writing by the parties.

For: BC Gas Utility Ltd.

O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: September 13, 1994

LETTER OF UNDERSTANDING NO. 7

GAS CONTROLLERS

Gas Controllers in the Company's Vancouver office agree to vary certain terms and conditions of the Collective Agreement, as follows:

1. HOURS OF WORK

Gas Controllers Working Eight-Day Cycle:

Gas Controllers will work four 12-hour shifts within an eight day cycle. The normal cycle will be:

D	D	N	N	O	O	O	O
A	A	I	I	F	F	F	F
Y	Y	G	G	F	F	F	F
		H	H				
		T	T				

With one week's notice, this cycle may be altered to various combinations of day and night shifts, worked consecutively in the eight day cycle, except as provided for in Article 12.04 k) 1. i) - iii) and 2. i).

Day shifts will begin at 7:15 a.m. and end at 7:30 p.m. Total shift time is 12.25 hours with a 1.0 hour unpaid lunch break, for a standard shift of 10.75 straight time hours, plus 0.5 overtime hours.

Night shifts will begin at 7:15 p.m. and end at 7:30 a.m. Total shift is 12.25 hours with a 1.0 hour unpaid lunch break for a standard shift of 10.75 straight time hours, plus 0.5 overtime hours.

When more than one Controller is on shift, lunch breaks will be staggered and will be taken at or near the midpoint of the shift, as operations permit. When only one Controller is on shift, no lunch break will be taken, and the time will be compensated at overtime rates.

Each employee will receive three fifteen minute paid relief periods in each shift.

New Hires:

New Gas Controllers will work a standard Monday to Friday, 7.5 hour day, for no longer than one month (21 working days). Working hours will be 7:15 a.m. to 3:45 p.m., with a 1.0 hour unpaid lunch break and two fifteen minute paid relief periods in each shift. One 10.75 hour ADO will be accumulated during this period and placed in the Controller's time bank.

GAS CONTROLLERS

2. **SHIFT PREMIUMS**

In recognition of the significant impact of the new shift premiums (Article 12.04(e)), to incumbent Gas Controllers on shift, those Gas Controllers on shift shall continue to be paid their current shift premiums (LOU #7(2)) until March 31, 2005. During this period these Gas Controllers shall not receive any of the negotiated general salary scale increases.

Effective April 1, 2005, or on any prior date upon 60 days written notice from the Union, these Gas Controllers, as a group, shall be subject to the shift premium entitlements of Article 12.04(e) and at the same time their base pay shall be increased to that of the maximum step of the salary group at which the Gas Controller classification is being paid at the time. Thereafter they shall receive all further general salary scale increases during the life of this agreement.

Shift premiums will be paid at the employee's straight time hourly rate of pay, according to the following table:

	Weekdays	Saturdays	Sundays	Statutory Holidays
Dayshift	0.5 hours	3.0 hours	4.5 hours	6.0 hours
Nightshift	2.5 hours	3.0 hours	4.5 hours	6.0 hours

Shift premiums for statutory holidays will be paid for the shift beginning on the day BC Gas observes as the day off for the holiday.

3. **OVERTIME**

All hours worked beyond the standard 10.75 hours per shift or 43 hours in an eight day cycle will be treated as overtime and paid out at the applicable overtime rate.

4. **TIME OFF**

Gas Controllers' time off entitlement will be calculated as follows:

a) **Annual Vacation**

Each Controller will be credited with 37.5 hours of Annual Vacation for each week of vacation entitlement earned in accordance with Article 14.

b) **Statutory Holidays**

Each Controller will be credited with 7.5 hours for each statutory holiday specified in Article 13.

c) **Accumulated Days off**

Each Controller will be credited with 127.5 hours per year as equivalent to 17 ADO's. A 10 hour standard day on this eight day cycle is equivalent to a 35 hour week. The additional 0.75 hours per day is worked to earn ADO entitlement.

LETTER OF UNDERSTANDING NO. 7 (continued)

GAS CONTROLLERS

For annual time off entitlement calculation, the total hours credited to the employees under (a), (b) and (c) above, plus any hours carried forward from the previous year, will be divided by 10.75 to calculate the number of shifts off each Controller is entitled to for the year (rounded up to the next whole shift).

5. **RECONCILIATION**

The total number of straight time hours worked by each Controller will be compared annually to the total number of straight time hours worked by other office staff during the same comparative period.

6. **GENERAL**

Scheduled time off shall not conflict with essential department requirements. Approval will not be unreasonably withheld.

Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 10.75 hours per shift.

For BC Gas Utility Ltd.

For OPEIU, Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: 18 March 1994

LETTER OF UNDERSTANDING NO. 7A

TRANSPORTATION COORDINATORS

Transportation Coordinators in the Company's Vancouver office agree to vary certain terms and conditions of the Collective Agreement, as follows:

1. **HOURS OF WORK**

Transportation Coordinators will work four 12-hour shifts within an eight day cycle. The normal cycle will be:

D	D	D	D	O	O	O	O
A	A	A	A	F	F	F	F
Y	Y	Y	Y	F	F	F	F

Shifts will begin at 7:00 a.m. and end at 7:00 p.m. Total shift time is 12.0 hours with a 1.0 hour unpaid lunch break, for a standard shift of 10.75 straight time hours, plus 0.25 overtime hours.

Lunch breaks should be taken at or near the midpoint of the working day, or as operations permit.

Each employee will receive three fifteen minute paid relief periods in each shift.

2. **SHIFT PREMIUMS**

Shift premiums will be paid at the employee's straight time hourly rate of pay, according to the following table:

	Weekdays	Saturdays	Sundays	Statutory Holidays
Dayshift	0.5 hours	3.0 hours	4.5 hours	6.0 hours

Shift premiums for statutory holidays will be paid for the shift beginning on the day BC Gas observes as the day off for the holiday.

3. **OVERTIME**

All hours worked beyond the standard 10.75 hours per shift or 43 hours in an eight day cycle will be treated as overtime and paid out at the applicable overtime rate.

LETTER OF UNDERSTANDING NO. 7A (continued)

TRANSPORTATION COORDINATORS

4. TIME OFF

Transportation Coordinators' time off entitlement will be calculated as follows:

a) Annual Vacation

Each Coordinator will be credited with 37.5 hours of annual vacation for each week of vacation entitlement earned in accordance with Article 14.

b) Statutory Holidays

Each Coordinator will be credited with 7.5 hours for each statutory holiday specified in Article 13.

c) Accumulated Days Off

Each Coordinator will be credited with 127.5 hours per year as equivalent to 17 ADO's. A 10 hour standard day on this eight day cycle is equivalent to a 35 hours week. The additional 0.75 hours per day is worked to earn ADO entitlement.

For annual time off entitlement calculation, the total hours credited to the employees under (a), (b) and (c) above, plus any hours carried forward from the previous year, will be divided by 10.75 to calculate the number of shifts off each Coordinator is entitled to for the year (rounded up the next whole shift).

5. RECONCILIATION

The total number of straight time hours worked by each Coordinator will be compared annually to the total number of straight time hours worked by other office staff during the same comparative period.

6. GENERAL

Scheduled time off shall not conflict with essential department requirements. Approval will not be unreasonably withheld.

Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 10.75 hours per shift.

For BC Gas Utility Ltd.

For O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: 18 March 1994

LETTER OF UNDERSTANDING NO. 9

Harassment in the Workplace

(Company Policy HMR 04-03)

Harassment in the Workplace is covered by the above Administrative Instruction, approved October 23, 1992, the complete text of which is available on request from Human Resources.

The Company and its Unions (OPEIU and IBEW) are committed to a work environment in which all employees are treated with respect and dignity and have appointed Human Rights Advisors to deal with cases of Harassment and Sexual Harassment.

Definitions

Harassment

Workplace harassment is defined as objectionable and unwelcome conduct or comment that:

- may have the effect of creating an intimidating, hostile, or offensive work environment, or
- would be considered discriminatory under the Canadian or B. C. Human Rights Act.

Harassment may occur during one incident, or over a series of related or unrelated incidents.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct made by a person who knows or ought reasonably to know that the conduct is unwelcome **and** when the conduct or comment:

- is accompanied by a reward, or the express or implied promise of a reward, for compliance, or
- is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply, or
- is accompanied by the actual denial or threat of denial of opportunity for refusal to comply, or
- has the effect of creating an intimidating, hostile, or offensive environment.

LETTER OF UNDERSTANDING NO. 9 (continued)

Harassment in the Workplace

Complaint Procedure

1. An employee who feels subject to harassment should make every effort to tell the offending party to stop such behaviour, prior to proceeding under the complaint procedure.
2. If the problem is not resolved through discussion between the individuals concerned, then the employee who alleges sexual harassment, or a Union Representative on behalf of the employee, may contact a Human Resources Officer who will:
 - a) investigate the matter; and
 - b) maintain a strict degree of confidentiality with the employee concerned; and
 - c) take appropriate action to resolve the problem.
3. In the event the problem is not resolved under (1) above, the employee or the Union Representative may refer to the Vice President, Human Resources who will determine the appropriate action to be taken.

This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the collective agreement, a Human Rights complaint, criminal charges, or civil litigation).

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: July 27, 1994

LETTER OF UNDERSTANDING #10

24 May 1991

File: Article 1.02

Mr. R. G. Donnelly, Union Representative
Office and Technical Employees' Union, Local 378
4740 Imperial Street,
Burnaby, B.C.
V5J 1C2

Re: **Monthly Employee Information**

Dear Mr. Donnelly:

As agreed during 1991 negotiations, as soon as operationally possible following ratification of the new agreement, the Company shall provide the Union each month with the following information in magnetic media form:

1. The names, social insurance numbers, classifications, paygroups, salaries, locations and seniority dates of bargaining unit employees.
2. A list of all hires, rehires and terminations in the previous month.
3. A list of all employees going on or returning from leave of absence without pay, maternity leave or long term disability in the previous month.

Yours very truly,

F. W. Green
Labour Relations Officer

LETTER OF UNDERSTANDING #11

September 3, 1985

O.T.E.U., Local #378
4740 Imperial Street
Burnaby, B.C.
V5J 1C2

Attention: Ms. Jerri New

Dear Ms. New:

RE: Compassionate Leave -- Columbia Natural Gas Limited

Employees of Columbia Natural Gas Limited will have compassionate leave of absence granted in accordance with this letter rather than the provisions of Article 9.01.

Compassionate leave of absence of five (5) days with pay shall be granted an employee upon application in the event of a death of a wife, husband, son or daughter, and up to three (3) days of such leave with pay upon application in the event of a death of a mother, father, sister, brother, father-in-law, mother-in-law, grandparent or grandchild, and for other personal reasons at the discretion of the Company.

Yours truly,

ACCEPTED AND AGREED TO BY
O.P.E.I.U., LOCAL #378

G.J. Lotochinski

J. New

LETTER OF UNDERSTANDING # 13

BETWEEN

BC GAS UTILITY LTD.

AND

O.T.E.U.. LOCAL 378

RE: HOURS OF WORK - SERVICE CENTRE

Notwithstanding the provisions of Articles 12, 15 and 16 of the Collective Agreement between the parties, the following terms and conditions respecting Hours of Work, Statutory Holidays, ADO's, Premium Payments, and Work/Lunch breaks shall apply to employees staffing the BC Gas Service Centre.

1. The attached schedule of hours and days of work is a typical schedule of 7-1/2 hour shifts payable at straight time, except Sundays and Statutory Holidays. The schedule may be changed from time to time by mutual agreement of the parties and will generally be of a similar pattern, except that the Company will determine the number of employees on each shift in order to meet operational requirements.
2. The scheduled days off are inclusive of 11 days in lieu of statutory holidays and, for FTR Service Centre Reps., 15 ADO's.
3. Each FTR employee is entitled to two additional ADO's to be scheduled at a time mutually agreeable to the employee and the supervisor.
4. All regular scheduled time worked on a Sunday or statutory holiday will be paid at time and one-half (150%). Time worked beyond 7.5 hours will be paid at double time (200%).
5. Shift premiums shall be 1/2 hour at straight time for the afternoon shift and 1 hour at straight time for the graveyard shift.
6. Employees on graveyard shift will work from 0001 to 0700 hours inclusive and will take their work/lunch breaks at their work station in order to be available to answer the telephone

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

R. G. Donnelly
Union Representative

Dated: May 17, 1990

LETTER OF UNDERSTANDING # 13A

BETWEEN

BC GAS UTILITY LTD.

AND

O.P.E.I.U., LOCAL 378

RE: DESIGNATED RELIEF SERVICE CENTRE REPRESENTATIVES (DRSCR)

The Company and the Union agree it is imperative that trained employees be available to provide relief in the Service Centre on an ongoing, permanent basis to substitute for regular Service Centre employees who are absent from work.

In consideration of the foregoing and notwithstanding the provisions of Article 6, the Company and the Union agree it will not be a violation of our Collective Agreement for the Company to provide temporary relief in the Service Centre in the following manner:

1. The Company will post bulletins from time to time to maintain a roster of up to 4 DRSCR's.
2. The Bulletin will specify the following under ADDITIONAL INFORMATION:

Successful applicants will be designated, relief employees for the Service Centre and will provide relief whenever called upon, for either day, afternoon or graveyard shift.
3. DRSCR's will not hold work leadership responsibilities on day or afternoon shifts.
4. DRSCR's will not be given preference ahead of other bargaining unit members on FTR bulletins for Service Centre Representatives, except any DRSCR who bulletined into the DRSCR position prior to November 1, 1996 will be grandfathered into the next available FTR Service Centre Representative position in order of classification seniority.
5. This Letter of Understanding will expire on March 31, 1998 unless otherwise extended in writing by the parties.

For: BC Gas Utility Ltd.

For: O.P.E.I.U., Local 378

F. W. Green
Labour Relations Officer

William Bell
Union Representative

Date: _____

Date: _____

LETTER OF UNDERSTANDING #13B

**BETWEEN
BC GAS INC.
AND
O.T.E.U., LOCAL 378**

RE: NON-ROTATING DAY SHIFTS - SERVICE CENTRE

A revised shift schedule, as agreed by the Parties, will be implemented on 2 January 1994. The revised shift schedule will provide for 3 Service Centre Representatives to work steady, non-rotating day shifts. These 3, non-rotating positions will be first offered to current Service Centre Representatives (SCR's) in order of seniority and then to current, Designated Relief Service Centre Representatives (DRSCR's) in order of seniority. Any unfilled non-rotating day shift vacancies will be assigned to current DRSCR's in order of "juniority". Any shiftwork vacancies created by current SCR's moving to non-rotating day shifts will be assigned to current DRSCR's in order of seniority.

Filling of future, non-rotating day shift vacancies will occur in the following sequence:

- (a) 1. Offered to SCR's in order of seniority.
- 2. If accepted by a SCR, then the status of the senior DRSCR will be changed to SCR and they will be assigned to the shiftwork schedule.
- 3. If not accepted by any SCR, then the status of the senior DRSCR will be changed to SCR and they will be assigned to the non-rotating day shift schedule.

Filling of future shiftwork vacancies will occur in the following sequence:

- (b) 1. Offered to SCR's working non-rotating day shift in order of seniority.
- 2. If accepted by a SCR working non-rotating day shift the vacancy thus created will be filled as per (a), above.
- 3. If not accepted by any SCR working non-rotating day shift, then the status of the senior DRSCR will be changed to SCR and they will be assigned to the shiftwork schedule.

Trading of shiftwork and non-rotating day shift assignments between employees for a continuous and ongoing period will only be permitted under extenuating circumstances and must be agreed to by the Parties.

Until and unless the shift schedules are modified to incorporate ADO's, ADO's banked in excess of the maximum under Article 15.08(b) will not be placed in another bank without the consent of the affected employee.

For: BC GAS UTILITY LTD.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Sr. Union Representative

Date Signed: Nov 2, 1994

LETTER OF UNDERSTANDING #14

JOB SHARING

Definition

Job sharing is defined as dividing all the functions of one full-time regular (FTR) position between two regular employees, each of whom works part-time in a manner that provides full-time coverage for the position. A full-time regular position can only be job-shared with the approval of the Supervisor, Human Resources and the Union. The Supervisor is responsible for communicating the requirements of the job to both employees.

It is the intent that the time worked by the two job sharing partners will equate to that of a full-time regular employee. Neither of the partners in a job share relationship shall work less than 40% of the normal hours of work of the full-time regular position.

1. General

- a) The Parties agree that all terms and conditions of the Collective Agreement in force and effect shall apply unless specifically altered herein.
- b) Only regular employees are eligible to participate in job sharing arrangements unless otherwise mutually agreed by the Parties.
- c) A job-share employee (other than a temporary employee as mutually agreed in 1.(b)), shall be classified as a part-time regular employee.
- d) For the purpose of applying the overtime and shift differential provisions of this Agreement, the job share position will be treated as a full-time regular position. Accordingly, the combined time worked by the two incumbents will fall within the normal daily and weekly hours of work for the full-time position to a maximum of 7 hours per day or 35 hours per week. Any time worked through the combined efforts of the two incumbents which exceeds 7 hours per day or 35 hours per week shall be paid at overtime rates to the employee performing the work, except when the combined hours are beyond 7 per day and 35 per week for the purpose of attending training courses or Company programs. Shift premiums will be split appropriately, but will not exceed those paid for the normal shift of the full-time position.
- e) Notwithstanding (d) above, a job-sharing employee may volunteer to work additional hours to cover workload demands that would otherwise be covered by another employee working part time. Premium pay will apply to all hours worked in excess of 7 in a day or 35 in a week by that employee.
- f) Job sharing partnerships shall be restricted to employees working within commuting distance of the established headquarters where the job-share position exists.
- g) All job-sharing employees must meet the qualifications of the position to be job-shared.
- h) No employee is eligible to job share in a position in a paygroup higher than his/her current position.

LETTER OF UNDERSTANDING #14 (continued)
JOB SHARING

- i) The regular position left vacant when two regular employees job-share will be posted in accordance with the provisions of Article 6, except as outlined in the trial period in 4 (a).

2. Procedure

- a) Regular employees wanting to job share may request the supervisor to consider a proposal for a job sharing arrangement. In making a submission it is important that both employees realize they are entering a partnership. Their proposal must provide information on the qualifications and experience of each proposed partner and give details on how the arrangement will ensure the work is efficiently and effectively completed. Details which must be considered in the submission include:
 - 1. Which functions will be shared and which functions will be performed by only one partner.
 - 2. How load priorities will be determined on an on-going basis, and how these priorities will be communicated between partners to ensure nothing is missed.
 - 3. Preferred work schedule of each partner and preferred start date.
 - 4. Other information required by the supervisor.
- b) Proposed job sharing arrangements will be discussed with the appropriate Human Resources Officer and for each job sharing arrangement there must be a written understanding signed by each partner, the employee's supervisor, Human Resources and the Union.

3. Registration

Regular employees who wish to job share should submit a proposal to their supervisor and the Human Resources Office. It is the responsibility of the employee to propose a qualified partner.

4. Trial Period

- a) In order to allow the parties a reasonable time to test the suitability of the individual job sharing arrangement, a 6 calendar month trial period will be in effect at the beginning of each job sharing arrangement. Any temporary vacancy that is thereby created may be filled by the Company without posting for the 6 month trial period. For such backfill vacancies, preference will be given to the senior, qualified employee within the same work group where the vacancy exists, except where there are qualified employees on the recall list.
- b) During the trial period, either party or either employee may terminate the job-share with 30 calendar days written notice.

LETTER OF UNDERSTANDING #14 (continued)

JOB SHARING

- c) In the event that the job-share is terminated during the trial period, both employees will revert back to their former regular positions and status in all respects.

5. Job Sharing Conditions

- a) Full-time regular employees who enter a job sharing arrangement shall change their status to part-time regular (PTR) and assume the salary of the shared position. In the case of a demotion, the employee will retain their salary if within the group salary range of the position, or Step 5 of the position group, whichever is lower. There will be no blue circle or red circle salary treatment as a direct result of job sharing.
- b) Article 19.02(b), (c), and (d) do not apply to PTR job-sharing employees.

6. Job Share Partner Absence

Where an employee in a job share arrangement is absent from work for any reason, the Company shall first offer the work to the remaining partner (RP). In such instances, the extra hours worked, up to a maximum of 7 hours per day and 35 hours per week, will be paid at straight time rates. The RP will retain his/her status as a PTR employee for the duration of the partner's absence. If the RP declines to accept the extra hours the Company may fill the vacancy with a PTT employee.

7. Filling a Job Share Vacancy

- a) In the event one of the partners leaves the job-share and where the parties and the RP agree the job-share should continue, the vacancy will be dealt with as follows:
- b) The RP has 30 calendar days from the notice date of the original partner to find a replacement partner.
- c) If no suitable partner can be found, the RP will have the option of filling the position on a full-time basis.
- d) If the RP declines the option, s/he will be placed directly onto the recall list in accordance with Article 7.03 and the full-time position will be posted in accordance with Article 6.

LETTER OF UNDERSTANDING #14 (continued)

JOB SHARING

8. **Termination of Job Sharing Arrangement**

- a) Individual job sharing arrangements may be terminated by the Supervisor or either party with 30 days written notice to the affected partner(s).
- b) If one partner voluntarily leaves, the remaining partner (RP) will have the option of filling the position without posting on a full-time basis. If the RP declines the option of filling the full-time position, s/he will be placed directly onto the recall list in accordance with Article 7.03 and the full-time position will be posted in accordance with Article 6.
- c) If the Supervisor, or either party terminates the job-share and neither partner voluntarily leaves, the full-time position will be posted in accordance with Article 6, and when filled, the remaining partner(s) will be placed on the re-call list in accordance with Article 7.03.

9. **Discontinuation of Job Sharing Letter of Understanding**

Either party may discontinue this Letter of Understanding on notice to the other party, following which job share partnerships in the trial period will be immediately discontinued. Existing job share partnerships past the trial period will be grandparented.

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: July 26, 1994

LETTER OF UNDERSTANDING #15

SAFETY OF EMPLOYEES WORKING AT NIGHT

1. Except as provided in Article 16.10, when employees other than regular shift workers (Service Centre, Gas Control, etc.) are required to work overtime later than 2200 hours:
 - a) the Supervisor shall, if requested by the employee, make arrangements for an escort to his/her motor vehicle or public transit or,
 - b) if the employee is travelling by foot or to an insecure public transit destination, the Supervisor may, if requested by the employee, have the employee driven home by Company personnel or by taxi, at the Company's expense.

2. The Union and the Company agree to meet to discuss any extraordinary circumstances that may affect the safety of regular shift workers whose shift or overtime ends between 2200 and 0500 hours.

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: September 13, 1994

LETTER OF UNDERSTANDING NO. 19

INTER BARGAINING UNIT TRANSFERS

1. An OPEIU member with a minimum of five years seniority who has been selected to fill a job in another BC Gas Bargaining Unit and whose selection is successfully grieved will have the right to return to the position which s/he previously held as per Article 6.05 for a period of 3 months from the date of leaving the OPEIU Bargaining Unit.
2. OPEIU members with a minimum of 5 years seniority who are successful applicants on jobs in another BC Gas Bargaining Unit may retain their seniority for a period of two years from the date of leaving the OPEIU for the sole purpose of applying on future OPEIU job bulletins.
3. The leaving date will be confirmed to the OPEIU and the employee by the Company in writing.
4. No OPEIU seniority will be accrued while a member of the other Bargaining Unit.
5. Minimum dues must be paid to the OPEIU during the period of time in the other Bargaining Unit.

For: BC Gas Utility Ltd.

For: O.T.E.U., Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: August 3, 1994

LETTER OF UNDERSTANDING #20

Training/Travel Guidelines

The Company and the Union believe in the benefits of employee training and development. The purpose of training is to provide for upgrading of an employee's knowledge, skills and abilities in order to meet the requirements of their present position, or to develop toward future career alternatives.

The following provisions are intended to apply to job training courses which are directed by the Company. In situations where such training occurs away from an employee's established headquarters, and/or when the hours of training vary from an employee's normal hours of work, the employee will attend the hours of the training program, subject to the following:

1. The method of travel and time of departure should be discussed between the employee and supervisor/manager in advance to obtain management approval on travel arrangements.

By agreement with the supervisor/manager, these guidelines may be varied to accommodate travel arrangements requested by the employee, however, authorized payments for travel time will be based on the least cost alternative.

2. On a day dedicated to training:
 - a) all surplus travel time will be paid at straight time rates regardless of when it occurs;
 - b) accrued time in training (inclusive of travel time related to attendance at the training course) which is in excess of the normal hours accrued in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at straight time rates;
 - c) where formal (classroom) training extends beyond 6:00 p.m., such that the total accrued hours in training for the day (exclusive of travel time) exceeds the employee's (normal) regular daily hours, these training hours which exceed the normal daily hours will be paid at overtime rates.

LETTER OF UNDERSTANDING #20 (continued)

Training/Travel Guidelines

3. On a day in which both training and normal work is performed:
 - a) accrued time in travel, work, and training which is in excess of the normal hours accrued, in an employee's work day (inclusive of time normally spent in travel to and from work) will be paid at one and one-half (1-1/2) times the employee's hourly rate:
 - b) where formal (classroom) training extends beyond 6:00 p.m. such that the total accrued hours for the day, exclusive of travel time, exceeds the employee's (normal) regular daily hours, these training hours will be paid at overtime rates.
4. If training occurs on an employee's regularly scheduled day off, the employee will have the day off rescheduled (without further compensation).
5. Time spent in travel on a Sunday, related to attendance at a training course, will be paid at straight time rates. When such travel commences prior to 5:00 p.m. the employee will be paid for the period from commencement of travel to 5:00 p.m., or to the time the employee arrives at their destination whichever time is latest. Any payment for Sunday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
6. Time spent in travel on a Saturday, related to attendance at a training course, will be paid at straight time rates. When such travel commences later than 8:30 a.m., the employee will be paid from 8:30 a.m. to the time at which the employee arrives at their destination. Any payment for Saturday travel related to attendance at a training course is limited to a maximum of a normal day's pay at straight time rates.
7. Under this Letter, employees may elect to bank any premium hours accrued in lieu of receiving pay, subject to the terms of Article 16.07.

For BC Gas Utility Ltd.

For OTEU, Local 378

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: July 20, 1994

LETTER OF UNDERSTANDING NO. 21

Re: CO-OPERATIVE EDUCATIONAL STUDENTS

This will confirm the conditions with respect to the hiring of students under a Co-operative Education Program.

1. For the purposes of this letter, a co-op student is a student who is enrolled as an undergraduate in a co-op program at a recognized B. C. College or University at all times during the period of employment.
2. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or bargaining unit work covered by the BC Gas/OPEIU Collective Agreement. The employment of Co-op Educational Students shall not be utilized by the Employer to avoid the creation, continuance or filling of any regular or temporary jobs as defined in the Collective Agreement. Co-op Students shall not be employed to backfill for:
 - a) leave of absence replacements;
 - b) special projects which disallows training or employment opportunity to bargaining unit employees;
 - c) emergent considerations.
3. BC Gas will ensure that any co-op student employed under this Letter of Understanding will have a maximum employment period of four (4) continuous months. Each such period of continuous employment for each student shall be deemed to be one (1) work term.
4. Co-op students may be re-employed by BC Gas provided there is at least one co-op period of absence between periods of employment. In such instances, the co-op student will advance one step on the salary schedule noted below.
5. All co-op students will be required to become and remain OPEIU members for the duration of their work term. Co-op students will be classified as temporary (Co-operative Education). Co-op Education Students will not be entitled to apply for regular or temporary OPEIU-affiliated bulletined positions.
6. Either Party retains the right to discontinue participation in Co-operative Education programs with four months notice to the other.
7. The OPEIU will be advised of the student's name, position and department prior to placement.
8. When more than two students are required in any one department, such will be subject to agreement of the Parties.
9. No more than four (4) co-op students would be hired in any four (4) month period without mutual agreement.
10. Co-op students will be entitled to the same premium provided for employees under Article 19.01(b)7 in lieu of vacations, statutory holidays and Article 19.01(d) 4 in lieu of benefits.

LETTER OF UNDERSTANDING NO. 21 (continued)

CO-OPERATIVE EDUCATIONAL STUDENTS

11. Co-operative Educational Students shall receive salary treatment in accordance with the following schedule, which is based progressively on the number of Work Terms worked by each student:

<u>WORK TERM</u>	<u>PAY GROUP</u>
1	Group 3 Minimum
2	Group 3 Maximum
3	Group 3 Maximum
4	Group 4 Maximum
5	Group 4 Maximum

The above rates shall be subject to change at any time by mutual Agreement of the parties.

12. The Co-operative Educational Students Program as described in this Letter of Understanding shall apply for the term of the Collective Agreement unless modified by mutual agreement of the Parties.

For: BC Gas Committee

For: O.T.E.U. Committee

F. W. Green
Labour Relations Officer

Scott Watson
Senior Union Representative

Date Signed: June 22, 1994

LETTER OF UNDERSTANDING #22

LTD Employees Returning to Work

1. When employees return from a period of sickness or disability after their positions have been filled, the Company will attempt to place them in a regular position for which they are qualified in accordance with HMR 01-04, subject to agreement of the Union . The position will be at the same salary level, or as near as possible to the employee's previous rate.

2. (a) In the event placement is not immediately possible, or the employee does not wish to accept the placement(s) offered, the employee may choose to bump back into his/her previously held position if it is occupied by a less senior employee. This bumping option is limited to a period of two years from the date long term disability payments became effective.

(b) If his/her previously held position is occupied by a more senior employee, the employee will be entitled to exercise his/her bumping options pursuant to Article 7.02 and/or layoff to recall protection under Articles 7.02(d), and 7.03.

3. If the employee returns after more than two years from the date long term disability payments became effective and there are no placements options, or the employee chooses not to accept the placement options offered, the employee will be placed on the recall list pursuant to Article 7.02(d) and 7.03.

For: BC Gas Utility Ltd.

For: OPEIU, Local 378

Date

Date

Letter of Understanding No. 23

between
BC Gas Utility Ltd.
(the Company)
and
OPEIU, Local 378
(the Union)

**BC Gas Utility Employees on Secondment to
BC Gas International Inc. for Overseas Projects.**

The Union and the Company acknowledge that it could be beneficial to BC Gas International Inc., the Company, and members of the Union presently employed by the Company to second certain of these employees to the overseas projects of BC Gas International Inc. In order to facilitate this, the Union and the Utility agree as follows:

1. The terms and conditions of the collective agreement between BC Gas Utility and the OPEIU will be in force and effect, as it applies to the individual employees working overseas only, except as amended below. No provision of the Collective Agreement which gives protection to the Bargaining Unit as a whole applies (e.g. Articles 1.06, 1.09 and 1.10 which are used by way of example only).
2. The BC Gas International Guidelines for International Work dated January 17, 1997 (which guidelines will form an addendum to the collective agreement and therefore be subject to the grievance procedures of the collective agreement) shall govern overseas work except where:
 - a. they conflict with the terms and conditions of the OPEIU collective agreement, or
 - b. they conflict with the terms of this Letter of Understanding.
3. For the purposes of this Letter of Understanding, the following articles of the collective agreement shall be amended in the manner stated:
 - **Article 6:** given that temporary assignments are voluntary and the candidates selected at the discretion of BC Gas Utility Ltd., Article 6 is excluded.
 - **Article 13:** statutory holidays declared in British Columbia or Canada will not be observed by an employee while working overseas. However, the employee will receive a day in lieu of any missed statutory holiday such that no employee will have less than 11 statutory holidays in a calendar year.
 - **Article 15:** hours of work will be varied to suit the standard of the host country, subject to the overtime provisions below. Employees will earn Accumulated Days Off on the same basis as they would have had the secondment not occurred.

re. Overseas Work with BCGI:

- **Article 16:** hours worked Monday through Friday in excess of 7.5 per day or 37.5 per week shall be paid at the rate of 150% of the hourly rate established in article 18.01.

Letter of Understanding No. 23 (continued)

**BC Gas Utility Employees on Secondment to
BC Gas International Inc. for Overseas Projects**

- Hours worked on Saturdays, Sundays or on host country holidays shall be paid at 150% of the hourly rate.
 - **Article 17:** for travel that originates on a weekend or on a day devoted exclusively to travel, the actual travel time up to a maximum of 16 hours shall be paid. For travel on a day on which work is performed, the actual travel time up to a maximum of 16 hours plus the hours actually worked shall be paid. All travel hours shall be paid at straight time.
4. Employee bonuses paid by an international agency on specific projects (e.g. the World Bank), will be passed on to the employee on the same basis as it is paid by the international agency. Overtime premiums will not be compounded.
 5. For the duration of the secondment, employees will be covered by the British Columbia Workers' Compensation Act provided the overseas secondment does not exceed 6 months.
 6. No employee working temporarily for BC Gas International will suffer a loss of any salary, benefit or entitlement as a result of such work, except as modified by this agreement. In addition, employees will earn service and seniority on the same basis as they would have had they not gone overseas.
 7. The employee is not eligible for any retroactive rate enhancements brought about by temporary promotional opportunities an employee would have received if the employee had not gone overseas.
 8. Any issues that arise during the life of this Letter of Understanding that are not specifically addressed in this Letter will be dealt with by the parties on a mutually agreeable basis.

Either the union or the company may cancel this Letter of Understanding upon 30 days written notice to the other party. The cancellation notice shall state whether it is for the purpose of cancelling the Letter as a whole, or only as it applies to one or more specific projects.

For BC Gas Utility Ltd.

For OPEIU Local 378

Franz Scherubl

William Bell

Date: February 18, 1997

Date: February 18, 1997

LETTER OF UNDERSTANDING NO. 25

TRANSPORTATION COORDINATORS

The Company and the Union agree to vary certain terms and conditions of the Collective Agreement as they apply to the Transportation Coordinators, as follows:

1. **SHIFT STRUCTURE**

Transportation Coordinators will work one of two different shift structures:

- a) a seven-day cycle, Monday through Friday, with Saturday, Sunday, and Statutory holidays off;
- b) an eight-day cycle, working four consecutive days, followed by four consecutive days off.

The initial shift schedule will be predicated on five employees in the department, with four working the eight-day cycle and one working the seven-day cycle.

2. **HOURS OF WORK**

The standard hours of work will fall between 6:00 a.m. and 9:00 p.m.

Employees working the seven-day cycle will work a total elapsed time of 8.5 hours, with a 1.0 hour unpaid lunch, for a shift of 7.5 hours.

Employees working the eight-day cycle will work a total elapsed time of 11.75 hours, with a 1.0 hour unpaid lunch, for a shift of 10.75 hours.

Each employee on the eight-day cycle will receive three 15 minute paid rest periods in each shift.

Meal breaks will be taken at or near the mid-point of the shift, or as operations permit.

The normal cycle for employees working the eight-day cycle will be:

day 1	Late start	day 5	off
day 2	Late start	day 6	off
day 3	Early start	day 7	off
day 4	Early start	day 8	off

It is expected that the seven-day cycle and the eight-day cycle early shifts will commence at 6:00 am in the winter period (October through March) and at 6:30 am during the summer period (April through October). It is also expected that the eight-day cycle late shifts will commence at 9:15 am in the winter period and at 7:45 am during the summer period.

LETTER OF UNDERSTANDING NO. 25 (continued)

TRANSPORTATION COORDINATORS

If the preceding shift schedules do not meet operational requirements, the Company at its discretion, with reasonable notice, may change the shift start and end times, but remain within the 6:00 a.m. to 9:00 p.m. window for working hours. The shift times may be varied, as follows:

The start times of the seven-day cycle and the eight-day cycle early shifts may be between 6:00 a.m. and 7:00 a.m.

The eight-day cycle Late shift on a weekday may start between 7:00 a.m. and 9:15 a.m.

3. NOTICE OF RELIEF

To provide relief coverage for unscheduled absences (sickness, accidents, etc.) and scheduled absences (vacation, time off, training programs, attendance at conferences, etc.), the Company may require an employee to change the shift start time.

When changes are made to shift start times for such absences, a minimum 2 calendar days (48 hours) notice will be given. If 24 hours but less than 48 hours notice is given, then 3 hours of the first shift changed will be paid at double time. If less than 24 hours notice is given, then 3 hours of the first and second shift changed will be paid at double time.

4. SHIFT SELECTION

Shift selection shall be by seniority as defined by Article 4 or by criteria determined by a simple majority of the group concerned, subject to approval by the Company and the Union.

5. NEW HIRES

In the event employees are added to the department, the Company will determine, based on operational requirements, whether the additional employees will be on the seven-day cycle or the eight-day cycle.

If a new hire is to work the eight-day cycle s/he will be required to commence working the seven-day cycle for a period no longer than three months. During this time an incumbent Transportation Coordinator working a seven-day cycle will be required to change to the eight-day cycle, with the same terms and conditions as the other eight-day cycle employees. If two or more incumbents are working the seven-day cycle, then selection for the temporary shift change will be based on seniority. After this initial period, the new hire will work either an eight-day or seven-day cycle, based on the seniority selection process defined above. Both the new hire and the affected incumbent will be given 2 weeks notice regarding changes to the shift schedule. The Company and the new hire will mutually agree to the date of the change to the eight-day cycle, if it occurs.

LETTER OF UNDERSTANDING NO. 25 (continued)

TRANSPORTATION COORDINATORS

6. SHIFT PREMIUMS

Effective November 1, 2000, shift premiums will be paid in accordance with Article 12 of the collective agreement.

For the time period up to and including October 31, 2000, 1.75 hours will be paid for each day worked by employees working an eight-day cycle. Shift premiums will be paid at the employee's straight-time hourly rate of pay.

7. OVERTIME

For employees working a seven-day cycle shift, all hours worked beyond 7.5 hours per day will be treated as overtime and paid out at the applicable overtime rate. For employees working an eight-day cycle shift, all hours worked beyond 10.75 hours per day or 43.0 hours in the cycle, will be treated as overtime and paid at the applicable overtime rate.

Any hours worked on a scheduled day off will be treated as overtime and paid at the applicable overtime rate. Transportation Coordinators working the seven-day cycle will be paid at the applicable overtime rate for all hours worked on a statutory holiday.

8. TIME OFF

Transportation Coordinators' time off entitlement will be calculated as follows:

a) Annual Vacation

Each Transportation Coordinator will be credited with 37.5 hours of Annual Vacation for each week of vacation entitlement earned in accordance with Article 14.

b) Statutory Holidays

Each Transportation Coordinator will be credited with 7.5 hours for each statutory holiday specified in Article 13.

c) Accumulated Days Off (ADO's)

Each Transportation Coordinator will be credited with 127.5 hours per year as equivalent to 17 ADO's.

The annual earned time off entitlement will include the total hours credited to the employees under (a), (b) and (c) above, plus any hours carried forward from the previous year.

Scheduled time off shall not conflict with essential department requirements. Approval will not be unreasonably withheld.

Transportation Coordinators working the seven-day cycle will normally take statutory holidays off.

LETTER OF UNDERSTANDING NO. 25 (continued)

TRANSPORTATION COORDINATORS

During the summer period, on weekends and statutory holidays the Transportation Coordinator scheduled to work the late shift will be expected to schedule the day off, so that only one Transportation Coordinator will be on shift each of those days. It is expected that each Transportation Coordinator will use 10 ADO's (107.5 hours) to accomplish this.

9. **RECONCILIATION**

The total number of straight time hours worked by each Transport Coordinator will be compared annually to the total standard number of straight time hours worked by other office staff during the same comparative period.

10. **GENERAL**

The Company and the Union recognize the industry is undergoing significant change and is currently in a transitory state. If material business rule or structural changes occur this agreement may need to be modified to meet the new business needs.

11. **PERIOD OF AGREEMENT**

This Letter of Understanding is effective May 1, 1999, and will expire on October 31, 2000, unless otherwise extended in writing by the parties.

On behalf of BC Gas Utility Ltd.

On behalf of OPEIU, Local 378

Franz Scherubl
Business Leader

Patricia Morrison
Union Representative

Date

Date

Letter of Understanding # 28

Contract Continuation Agreement (Adjustment Plan – AP)

Between:

Office and Professional Employees' Union, Local 378(OPEIU)

and

BC Gas Utility (BCGU)

and

CustomerWorks

Respecting

A successorship between BCGU and CustomerWorks

Preamble and Purpose:

1. BCGU and Enbridge Commercial Services have entered into a business arrangement that has given rise to a new company called CustomerWorks.
2. The effect of this business arrangement is that a successorship between BCGU and CustomerWorks will occur after the legal creation of CustomerWorks.
3. A successorship occurs when a business or part of it is sold or otherwise disposed of and collective bargaining rights are in effect at the original place of business. The effect of a successorship is that bargaining unit employee retain their collective agreement rights despite a change in company ownership. The OPEIU and CustomerWorks will jointly apply to the Labour Relations Board of B.C. for a variance to the Union's certification in recognition of the successorship.
4. Certain employees of BCGU who are represented by the OPEIU will transfer to CustomerWorks and become employees of CustomerWorks effective January 1, 2002.
5. The purpose of this Adjustment Plan is to facilitate the transfer of employees to CustomerWorks, and not to derogate from the existing terms and conditions of employment. The Adjustment Plan will supplement the basic rights and entitlements that flow from Section 35 of the Labour Relations Code of British Columbia and the Collective Agreement between BCGU and the OPEIU with the additional terms and conditions specifically negotiated into this Contract Continuation Agreement.

Letter of Understanding # 28 – Continued

Coverage:

6. OPEIU members covered by this AP (collectively referred to as “employees”) are specifically listed in Appendix A attached to this agreement.
7. The employees covered by this AP are those whose regular position is transferring to CustomerWorks regardless of whether the employee is temporarily assigned or bulletined elsewhere, or on approved leave.
8. This AP does not cover employees who are temporarily working in positions that are transferring to CustomerWorks, but whose regular position is not transferring to CustomerWorks. Those employees will remain employees of BCGU.
9. Regular employees working in temporary jobs pursuant to Article 6.06(b) or 6.06(c) on the date of the successorship, both into and out of CustomerWorks, may continue in those temporary jobs at the discretion of BCGU and/or CustomerWorks management for the duration of the temporary posting or for a period not to exceed (9) months, which ever concludes first.

Transfer:

10. Employees will receive individual written notice of their transfer to CustomerWorks not less than ten (10) weeks prior to the transfer date. At the same time, employees of the service Centre will be advised that the role of the Service Centre will be transitioned to CustomerWorks at some future date, and therefore these employees shall receive their ten (10) weeks notice prior to their actual transfer date, expected in 2002 or 2003.
11. Employees who choose not to transfer to CustomerWorks must advise the BCGU Human Resources Dept. in writing within ten (10) calendar days from the date of the notice specified in Paragraph 10. Employees on LTD at the time of this notice shall be required to provide this advice twenty-one(21) calendar days prior to their expected date of return to work.
12. Employees who choose not to transfer per the notice of paragraph 10 above shall receive, within 7 calendar days of their advice in paragraph 11, layoff notice and options in the normal manner pursuant to Article 7 or the collective agreement. An employee’s option of transferring to CustomerWorks per Article 7, providing a vacancy exists per the terms of Article 6.01.
13. An employee’s decision with respect to her/his layoff option per paragraph 12 above is final. The default for failing to return the summary of options to Human Resources by the deadline date on the notice is that the employee will transfer to CustomerWorks.
14. Employees who choose not to transfer to CustomerWorks per paragraph 11 above may be required to continue temporarily in their CustomerWorks role for a period up to nine (9) months following the successorship for purposes of continuity. These employees will suffer no detriment in terms of salary, benefits or entitlements.

Letter of Understanding # 28 – Continued

Seniority and Service:

15. Each employee's seniority and service, and all the rights and entitlements that flow from that service and seniority, will carry over and continue at CustomerWorks as it was at BCGU, subject to any changes resulting from the future re-negotiation of the collective agreement between OPEIU and CustomerWorks.

Terms and conditions of employment:

16. All terms and conditions of employment in effect at BCGU including the pension plan related to the OPEIU/BCGU collective agreement will remain in place at CustomerWorks, subject to any future re-negotiation of that collective agreement between the OPEIU and CustomerWorks, or other appropriate procedures (e.g. proper notice of a change in policy or practice),

Bidding back to BCGU from CustomerWorks:

17. For a period of one(1) year from their transfer date, employees who transferred to CustomerWorks from BCGU may continue to exercise their total seniority (i.e. their seniority accrued at both BCGU and CustomerWorks) for the purpose of applying to BCGU bulletins pursuant to Article 6.03 of the OPEIU/BCGU collective agreement.

Bumping back to BCGU from CustomerWorks:

18. For a period of two (2) years from their transfer date, employee who transfer to CustomerWorks and who subsequently receive layoff notice at CustomerWorks will, in addition to their options pursuant to the collective agreement in effect at CustomerWorks, receive the benefits of Article 7 of the OPEIU/BCGU collective agreement.
19. If an employee is laid off to the recall list by CustomerWorks, or the employee chooses to sever the employment relationship with CustomerWorks rather than bump back to BCGU, s/he will receive the appropriate rights and entitlements only under the CustomerWorks collective agreement, not under the BCGU agreement. Therefore, the right to recall from the CustomerWorks recall list is only available back to CustomerWorks, not back to BCGU.

General:

20. Issues arising out of this AP are grievable under the appropriate collective agreement. Should an issue involve all three parties, the three parties shall meet expeditiously to resolve the matter. If the mater cannot be resolved in this manner, it may be referred by any of the three parities to the grievance investigator under Article 3.13 of the collective agreement.

Letter of Understanding # 28 – Continued

21. For those employees who transfer to CustomerWorks on January 1, 2002, this LOU will expire on December 31, 2003, and is not subject to the continuation clause contained in the preamble of the collective agreement. For those employee who as part of this successorship, transfer to CustomerWorks after January 1, 2002 this LOU shall expire two years from their date of transfer.

For BC Gas Utility:

For the OPEIU:

For CustomerWorks:

Franz Scherubl

Scott Watson

Robert Wood

October 10, 2001

October 10, 2001

October 10, 2001

LETTER OF UNDERSTANDING No. 29

BETWEEN

OFFICE & PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 378

AND

BC GAS UTILITY LTD.

Electronic Job Postings

The company may introduce electronic job postings. Job vacancies will be posted on the Intranet, and an on-line application process will be implemented.

When an employee is on leave for more than five working days, s/he may choose to register an electronic standing application.

The Company will forward electronic copies of job postings to the Union office.

No less than six (6) months following introduction of this on-line procedure, the Company and the Union will meet to discuss altering or discontinuing paper postings and paper applications.

For: BC Gas Utility Ltd.

For: OPEIU, Local 378

Date

Date

Date signed: August 30, 2001

Letter of Agreement # 30

between

BC Gas Utility Ltd.

and

OPEIU, Local 378

CONSOLIDATION OF OVERTIME, VACATION AND ADO TIMEBANKS

This will confirm the agreement reached at the JCC discussions on October 31st and November 8th, 2001 between the Company represented by Claudette Williams, Kim Rose, Deb Brown and Bev MacGillivray and the OPEIU represented by Bill Bell, Bruce Farmer, Frans Verhoef and Patti Nitsch. It was agreed that the collective agreement articles would be amended as outlined in the attachment to support the consolidation of the overtime, vacation and ADO timebanks effective January 1, 2002.

For BC Gas Utility Ltd.

For OPEIU, Local 378

Date

Date

Date Signed: November 23, 2001

Letter of Understanding #31

Between
BC Gas Utility Ltd.
And
OPEIU Local 378

Re: Hours of Work - Emergency and Operations Representatives

The company and union agree to vary certain terms and conditions of the Collective Agreement as they apply to the shift work of Emergency and Operations Representatives (E&ORs). The company and union agree that a shift schedule with a combination of 12 hour and 8 hour shifts (inclusive of lunch break) will meet the required 24 hour 7 days a week coverage while benefiting the E&ORs by providing more frequent scheduled time off, including more weekends. To create this rotating shift schedule, the 11 days in lieu of statutory holidays and 17 ADO's will be pre-scheduled into the shift rotation and time off will be pre-scheduled and subject to operational requirements.

1. Shift Structure

The attached schedule of hours and days of work is a typical schedule of a 7 week forward rotation, with a combination of 12 and 8 hour shifts payable at straight time. The schedule is intended to incorporate relief coverage from within the group.

2. Working Hours

The total number of straight hours worked by each E&OR will be equal to the total number of straight time hours worked in a year by other office staff during the same year (i.e. 35 hours per week for 52 weeks).

3. Work and Lunch Breaks

a) When more than one employee is on shift, lunch breaks will be staggered and will be taken at or near the midpoint of the shift or as operations permit and will be one half hour. As well, employees on the night shift will take their lunch breaks at a time when employees on the afternoon shift can provide coverage (i.e. before the end of the afternoon shift). When only one employee is on shift, the lunch break will be taken at the workstation, paid at straight time and the shift will be reduced by 0.5 hour.

b) Each employee shall receive 3 work breaks of 15 minutes in a 12 hour shift or 2 work breaks of 15 minutes in an 8 hour shift. The work breaks will be staggered and shall be taken one in each 4 hour period of the shift.

4. Overtime Payments

All hours worked in excess of the regularly scheduled shift (i.e. 8 or 12 hours) will be paid for at the rate of double time. All hours worked on a scheduled day off shall be paid at the rate of double time unless appropriate notice of change of schedule is given (per article 12.04k).

5. Annual Vacation

a) All annual vacation shall be pre-scheduled.

b) Sign up for vacation per article 14.05 of the collective agreement will be in order of seniority from the 3rd quarter seniority list, and will be completed by December 1st of each year. The approved schedule will be posted by January 15th of the following year.

Letter of Understanding #31 (continued)
Hours of Work - Emergency and Operations Representatives

6. Time Off

E&ORs' time off entitlement will be calculated as follows:

a) Annual Vacation

Each E&OR will be credited with 37.5 hours of annual vacation for each week of vacation entitlement earned in accordance with Article 14.

b) Statutory Holidays

Each E&OR will be credited with 7.5 hours for each statutory holiday as specified in article 13.

c) Accumulate Days Off (ADOs)

Each E&OR will be credited with 127.5 hours per year as equivalent to 17 days ADO's. ADOs will be pre-scheduled into the shift schedule and will deplete the time bank on an hour for hour basis to a maximum of 11.5 hours per day.

7. General

a) Scheduled time off shall not conflict with essential department requirements and will be subject to the availability of relief within the group of E&ORs.

b) Other areas in the Collective Agreement, such as sick leave, leaves of absence, banked overtime, etc. will be calculated on the basis of hours utilized to a maximum of 11.5 hours per day.

8. Trial Period

There will be a trial period of up to 2 complete 7 week forward rotations. Prior to the end of the trial period, the parties will meet to discuss continuation of the shift schedule and this LOU.

9. Discontinuation of the Letter of Understanding

Either party may discontinue this Letter of Understanding on 30 days written notice to the other party.

For: BC Gas Utility Ltd.

For: O.P.E.I.U., Local 378

Franz Scherubl
HR Leader

William Bell
Union Representative

Date:

Date:

Date signed: November 12, 2002

SCHEDULE 'A'**JOB TITLES BY SALARY GROUP**

<u>JOB TITLE</u>	<u>JOB GROUP</u>
Office And Support Clerk	OPEIU 03
Office Services Clerk	OPEIU 03
Relief Clerk 1	OPEIU 03
<hr/>	
Accounts Payable Clerk 1	OPEIU 04
Marketing Office Assistant	OPEIU 04
Relief Clerk 2	OPEIU 04
Stenographer Clerk	OPEIU 04
Switchboard Operator/Recept	OPEIU 04
<hr/>	
Communications Assistant	OPEIU 05
Drafting & Field Service Clk	OPEIU 05
Engineering Project Clerk	OPEIU 05
Facilities Clerk	OPEIU 05
Field Operations Assistant	OPEIU 05
IT Administrator	OPEIU 05
LNG Plant Support Clerk	OPEIU 05
Office Service Leader	OPEIU 05
Operations Accounting Clerk	OPEIU 05
Procurement Support Administrator	OPEIU 05
Relief Clerk 3	OPEIU 05
Secretary	OPEIU 05
Service Records Clerk 1	OPEIU 05
Service Records Clerk 2	OPEIU 05
Steno Clerk Leader – FV	OPEIU 05
System Survey Clerk 1	OPEIU 05
Training Assistant	OPEIU 05
Transmission Permit Representative	OPEIU 05
<hr/>	
Accounts Payable Clerk 2	OPEIU 06
Accounts Payable Analyst	OPEIU 06
Budget & Costing Clerk 1 (Int)	OPEIU 06
Business Methods Assistant	OPEIU 06
Commercial & Industrial Svcs Mtkg Asst	OPEIU 06
Drafter 1	OPEIU 06
Engineering Clerk	OPEIU 06
Financial Accounting Rec Clerk	OPEIU 06
Gas Load Control Clerk 2	OPEIU 06
Marketing Support Representative	OPEIU 06
Measurement Clerk	OPEIU 06
Measurement Technologies Ass't	OPEIU 06
Operations Support Representative	OPEIU 06
Operations Wage Time Clerk	OPEIU 06
Payroll Clerk	OPEIU 06
Program Assistant, Training	OPEIU 06
Records Clerk Leader	OPEIU 06
Relief Clerk 4	OPEIU 06
Safety Systems Administrator	OPEIU 06

System Survey Clerk 2	OPEIU 06
T & D Surveyor 1	OPEIU 06
Training System Analyst	OPEIU 06
Web/Desktop Publisher Leader	OPEIU 06

Accounting Clerk 4	OPEIU 07
Accounts Payable System Support Analyst	OPEIU 07
Dispatcher	OPEIU 07
Drafter 2	OPEIU 07
Fac Co-ord - Office Systems	OPEIU 07
Financial Accounting Clerk 4	OPEIU 07
Financial Performance Accounting	OPEIU 07
Financial Perf Accounting Analyst 1	OPEIU 07
Fleet Coordinator	OPEIU 07
Inventory Control Analyst	OPEIU 07
Marketing Assistant	OPEIU 07
Measurement Analyst 2	OPEIU 07
Service Centre Representative	OPEIU 07
System Survey Leader	OPEIU 07
Technician 2 - Corrosion Control	OPEIU 07
Training Program Coordinator	OPEIU 07
Web Specialist	OPEIU 07

Accounts Payable Leader	OPEIU 08
Claims Adjuster 1	OPEIU 08
Communications Coordinator	OPEIU 08
Dispatcher	OPEIU 08
Drafter Leader	OPEIU 08
Engineering Drafter 2	OPEIU 08
Financial Perf Accounting Analyst 2	OPEIU 08
Forms Analyst/Designer	OPEIU 08
I&CT Contract & Finance Co-ordinator	OPEIU 08
IT Communications Coordinator	OPEIU 08
Internal Communications Writer	OPEIU 08
Lands Administrator	OPEIU 08
Marketing Services Representative	OPEIU 08
Operations Financial Analyst	OPEIU 08
Operations Systems Analyst 1	OPEIU 08
Pipeline & Right of Way Inspec	OPEIU 08
Print Production Coordinator	OPEIU 08
Procurement Specialist	OPEIU 08
Resource Management Co-ordinator	OPEIU 08
Right-of-Way Services Rep.	OPEIU 08
Safety Instructor/Inspector	OPEIU 08
Service Centre Workleader	OPEIU 08
Special Events Co-ordinator	OPEIU 08
T & D Surveyor 2	OPEIU 08
Technical Standards Writer	OPEIU 08
Technician 3 – Laboratory	OPEIU 08
Technologist 1 – Planner	OPEIU 08
Technologist 1 - Technical Suppt	OPEIU 08
Techt 1 – Instrumentation	OPEIU 08
Telecommunications Coordinator	OPEIU 08

Advertising Coordinator	OPEIU 09
Cost of Service Analyst 3	OPEIU 09
Designer, Communication Services	OPEIU 09
Engineering Drafter 3	OPEIU 09
Forms Analyst/Designer/W.Ldr	OPEIU 09
Line of Business Analyst	OPEIU 09
Operations Financial Co-ord	OPEIU 09
Operations Systems Analyst 2	OPEIU 09
Rates Analyst 3	OPEIU 09
Senior Procurement Specialist	OPEIU 09
Techn 4 - Corrosion Control	OPEIU 09
Technologist 2 - Field Measurement	OPEIU 09
Technologist 2 – Planner	OPEIU 09
Technologist 2 – SCADA	OPEIU 09
Technologist 2 - Utility Plann	OPEIU 09
Technologist 2-Instrumentation	OPEIU 09
Techt 2 - Interior Operations	OPEIU 09
Writer / Researcher	OPEIU 09

Budget & Cost Control Coord.	OPEIU 10
Budget Analyst	OPEIU 10
Business Technology Integrator	OPEIU 10
Commercial Account Rep	OPEIU 10
Demand Side Mgmt Analyst	OPEIU 10
Engineering Drafting Work Ldr	OPEIU 10
Facilities Planning Leader	OPEIU 10
Financial Accounting Analyst	OPEIU 10
Financial Accounting/Credit Analyst	OPEIU 10
Financial Analyst	OPEIU 10
Gas Control Coordinator	OPEIU 10
Gas Controller	OPEIU 10
Gas Supply Operations Analyst	OPEIU 10
Industrial Hygiene Tech	OPEIU 10
Insurance Analyst	OPEIU 10
Lands Representative	OPEIU 10
Maintenance Analyst	OPEIU 10
Market & Business Dev Analyst	OPEIU 10
Market Research & Eval Analyst	OPEIU 10
Measurement Svc Business Analyst	OPEIU 10
Operations Systems Analyst 3	OPEIU 10
Project Cost Controller	OPEIU 10
Rates Analyst Leader	OPEIU 10
Sector Research & Evaluation Analyst	OPEIU 10
Tech 3-Geographic Info Systems	OPEIU 10
Technologist 3 – Measurement	OPEIU 10
Technologist 3 – Planner	OPEIU 10
Technologist 3-Gas Supply Ops	OPEIU 10
Techt 3 – Instrumentation	OPEIU 10
Techt 3 - Measurement Technologies	OPEIU 10
Techt 3 - Pipeline Design	OPEIU 10
Techt 3 - Technical Support	OPEIU 10
Trade Relations Representative	OPEIU 10
Training Technologist	OPEIU 10
Utility Planner Workleader	OPEIU 10
Workleader - Corrosion Control	OPEIU 10

Application Support Analyst	OPEIU 11
Financial Accountant	OPEIU 11
Property Representative	OPEIU 11
Property Tax Specialist	OPEIU 11
Right of Way Project Coordinator	OPEIU 11
Tax Analyst II	OPEIU 11
Technologist 4 - Measurement	OPEIU 11
Technologist 4 - Planner	OPEIU 11
Technologist 4 - Plant Design	OPEIU 11
Technologist 4 - SCADA	OPEIU 11
Techt 4 - Electrical Design	OPEIU 11
Techt 4 - Energy Utilization	OPEIU 11
Techt 4 - Pipeline Design	OPEIU 11
Techt 4 - Project Specialist	OPEIU 11
Techt 4 - Technical Support	OPEIU 11
Techt 4-Instrumentation Design	OPEIU 11
Utility Planner Workleader	OPEIU 11

Application Architect -Technical Planner	OPEIU 12
Business Analyst III/Leader	OPEIU 12
Chemist	OPEIU 12
Infrastructure Analyst	OPEIU 12
Process Architect	OPEIU 12
Project Designer - Dev	OPEIU 12
Quality Assurance Leader	OPEIU 12
Senior Data Integration Analyst	OPEIU 12
Senior IT Operations Analyst	OPEIU 12
Technologist 5 - Planner	OPEIU 12