

**COL
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SOURCE	Co.		
EFF.	92	01	01
TERM.	93	12	31
NO. OF EMPLOYEES	930		
NATURE OF EMPLOYÉS	D.P.		

**Between
UNION GAS LIMITED
and
ENERGY AND CHEMICAL
WORKERS UNION**

Local 914 (Union Gas Unit) ✓

Local 633 ✓

Local 758 (Hourly Unit) ✓

Local 938 (Hourly Unit) ✓

Local 999 ✓

(Chatham Unit)

(Dunnville Unit)

(Production Unit)

Local 5 (Hourly Unit) ✓

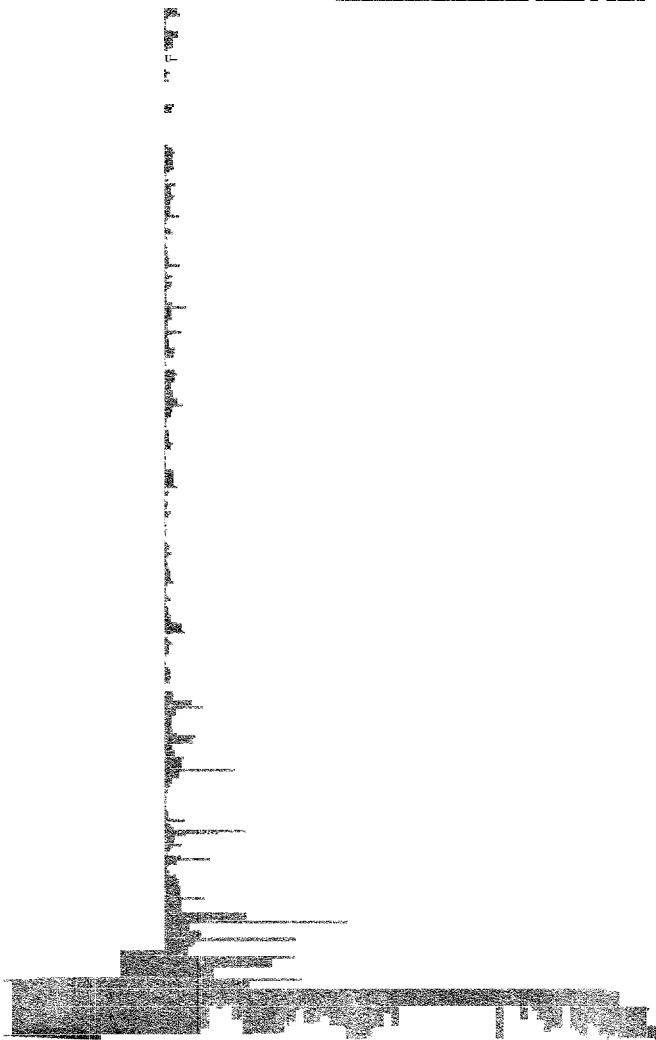
Local 56 ✓

Local 764 -

1992 - 1993

JUN 23 1992

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AGREEMENT

THIS AGREEMENT entered into the 17th day of February, 1992

BETWEEN:

UNION GAS LIMITED,
(hereinafter referred to as the "Company")

OF THE FIRST PART and

ENERGY AND CHEMICAL WORKERS UNION,
Locals 914 (Union Gas Unit),
633,
758 (Hourly Unit),
938 (Hourly Unit),
999 (Chatham Unit),
(Dunnville Unit),
(Production Unit),
5 (Hourly Unit),
56, and 764,
hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I

DEFINITIONS

1.01 "*Company*" shall mean Union Gas Limited.

1.02 "*Local*" as used hereinafter shall mean the appropriate Local and/or bargaining unit of the Energy and Chemical Workers' Union holding the bargaining rights granted by the Ontario Labour Relations Board to the various unions who were predecessors to the Energy and Chemical Workers' Union, or which have been or may be modified by agreement of the parties to this collective agreement.

1.03 "Regular Employees" shall include all employees in the bargaining unit (who have completed their probationary period), save and except "Construction Labour Pool Employees", "Temporary Employees" and "Continuous Part-Time Employees".

1.04

(a) "*Construction Labour Pool Employees*" shall mean those employees hired to perform unskilled labour work, during the normal construction period, in connection with pipeline construction, repair, replacement and/or removal. Employment of such employees shall be limited to the period from April 16 through December 15 inclusive in any calendar year. Such employees shall be assigned to the Maintenance and Construction, Production and Transmission, and the Compressor Plant Departments and shall not perform the work of employees in other classifications.

(b) **"Temporary Employees"** shall mean those employees hired to replace regular employees absent due to illness, accident, vacation or leave of absence or hired to perform work on projects or assignments of limited duration. The employment of temporary employees hired to perform work on projects or assignments of limited duration shall be limited to a period of 90 days of work in any 12 month period, commencing from the date of hire or commencement of employment in such period.

The period of employment for temporary employees hired for all other purposes shall be limited to 12 months. A project or assignment of limited duration shall not exceed 18 week's duration in any 12 month period. Any projects or assignments of limited duration in excess of that provided for herein will be posted.

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(c) **"Continuous Part-Time Employees"** shall mean those employees normally working twenty-four (24) hours per week or less except when used as replacements in vacant roles and during emergencies.

1.05 Wherever the terms "employee" or "regular employee" appear in this agreement, the relevant provision shall be deemed to be inapplicable to Construction Labour Pool Employees, Temporary Employees and Continuous Part-Time Employees unless expressly provided to the contrary.

1.06 Wherever the term he, she, his, her, etc. is used throughout this agreement, such term is intended to apply to individuals of either gender.

ARTICLE II

RECOGNITION

2.01

- (a) The Company recognizes the Union as the sole bargaining agent for all regular employees, construction labour pool employees, temporary employees and continuous part-time employees in the areas represented by the Energy and Chemical Workers' Union in the terms as more specifically set forth in the respective certificates granted by the Ontario Labour Relations Board to the various unions who were predecessors to the Energy and Chemical Workers' Union, save and except non-working assistant foremen, those above the rank of non-working assistant foremen, and sales and office staff.

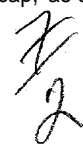
- (b) The wages, hours of work and working conditions applicable to temporary employees, Construction Labour Pool and Continuous Part-Time Employees shall be those provided for in Appendix "B" to this agreement. None of the provisions of this agreement shall apply to such employees except for those expressly referred to in Appendix "B"

(c) The Company further **recognizes** the right of the Union through its **elected representatives** to bargain collectively for such employees in respect to **wages, hours and working** conditions subject, **however, to legislation in effect** from time to time, **and to regulations issued** from time to time by any governmental authority having jurisdiction on the premises.

2.02 The Union recognizes that the Company is a regulated public utility and **therefore** the efficient, economical and continuous operation of **its plant and** services are of prime public **interest; that its income is derived** principally from gas rates paid **by the general public for** its product and services, and that the rates for its product are fixed in advance by a regulatory authority.

2.03 There shall be no discrimination, intimidation or coercion by either party against any employee eligible for membership in the Union, or because of membership or activity in the Union, or because of non membership in the Union.

2.04 There shall be no discrimination or harassment by the Company or the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, sexual orientation, record of offenses, family status, or handicap, as defined in the Ontario Human Rights Code.



2.05 The Union, its members and/or its agents shall not, on Company time or premises, conduct Union activities except as hereinafter expressly provided.

2.06 An accredited representative of the Energy and Chemical Workers' Union shall not enter the Company's premises without the Company's consent except as hereinafter expressly provided.

2.07 Orientation Program: The Company will allow a designated representative of the Local or Bargaining Unit up to one (1) hour per calendar month for the purpose of conducting the Energy and Chemical Workers' Union New Members' Orientation Program. Such meetings will be conducted during the probationary period of employees hired to regular full-time and Continuous Part-time positions and will be held on Company premises. Employees participating in Orientation Program meetings during their normally scheduled working hours will not suffer loss of pay at their regular rate. Orientation Program meetings will be scheduled by Management and a Management representative may attend as an observer.

ARTICLE III

DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of all employees covered by this agreement, and during the period of the agreement, the amount of weekly union dues for general union purposes as designated by the President and Financial Secretary of the Local (in the case of Local 914 the designation will be the Plant Chairman and Recording Secretary of the Union Gas Unit) but excluding special assessments which relate to special union benefits, and such monies shall be paid to the Financial Secretary of the Local not later than the 10th day of each month. The Company shall deduct regular weekly dues for each 40 hours worked by Continuous Part-Time Employees.

3.02 The Company agrees to furnish the Local monthly with a list of employees for and on behalf of whom such deductions are being made.

3.03 This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of his continuance in or entrance into the Company's service except as provided for in the Ontario Labour Relations Act.

3.04 The Company, the Union, and the Local shall do all such acts and things as may be required or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

ARTICLE IV

NO STRIKES, NO LOCK OUTS

4.01 The Company agrees that there shall be no lock outs and the Union agrees that there shall be no strikes, work stoppage, slow down, restriction of output or interruption of work either complete or partial by the Union or by the employees for any reason whatsoever during the life of this agreement. All disputes between them shall be submitted for settlement in accordance with the grievance and arbitration procedure set forth in this agreement.

ARTICLE V

RESERVATION TO MANAGEMENT

5.01 The Union recognizes and acknowledges the right of the Company to operate and manage its business in all respects in accordance with its obligations and in accordance with legislation and regulations from time to time in force under governmental authority and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to,

- (a) hire, promote, demote, transfer, classify, lay off, recall and retire employees, and **also** the right of the Company to maintain order, discipline and efficiency and in connection therewith to make and alter from time to time Company rules and regulations to be observed by employees; discharge any

employee for just cause, subject to the rights of the employee concerned, who has acquired seniority, to lodge a grievance in the manner and to the extent herein provided. The Company agrees that alterations, amendments or **additions to rules and regulations** will be posted on **bulletin boards for the information** of all employees and a **copy** shall be forwarded to the Bargaining Unit **concerned**.

- (b) Determine the work to be performed, the methods and procedures to carry out such work, the job content, the qualifications to perform the work required, and the number of employees required to perform the work of the Company.

5.02 The Company agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement.

ARTICLE VI

REPRESENTATION

6.01

- (a) The Company will recognize a ~~negotiating~~ committee composed of one regular employee elected or duly appointed by each Local or unit to represent the union in any negotiations with the Company.
- (b) When an employee serves as a negotiating committee person during his/her normally scheduled working hours ~~he/she will not suffer loss of pay~~ at his/her regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.

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6.02

Each Local or Bargaining Unit shall elect or appoint and the Company shall recognize a committee to be known as the Grievance Committee composed of three (3) stewards who represent at least two (2) departments, the Local President or Bargaining Unit Chairperson and his/her designated alternate. It shall be the duty of each committee to receive all grievances of the members of the Local or Bargaining Unit it represents, and after due investigation and consideration of the pertinent facts, to determine whether the grievances submitted are bona fide and well-founded and are required to be dealt with under the grievance procedure.

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6.03 When an employee serves as a grievance committeeman during his normally **scheduled working** hours he will not suffer loss of pay at his regular rate for all such hours while **dealing with the grievance** up to and including Step 3 of the grievance procedure.

6.04 An accredited representative of the Energy and Chemical Workers' Union shall be entitled to participate in meetings between the Company and the Local when so requested by the Local provided at least 48 hours prior notice has been given to senior Regional Management.

6.05 The Local or Bargaining Unit shall notify the Company in writing, through the Manager, Employee and Labour Relations, of the names of those employees who are designated as members of the negotiating and grievance committees, its Local or Bargaining Unit officers and the employee designated to receive official correspondence relating to the Local or Bargaining Unit, whenever a change takes place.

6.06 Where a supervisor requires a formal interview with an employee in order to establish the facts of any given case which may result in discipline to that employee, the employee concerned will be provided with representation of an elected Union official during such interview unless the employee requests otherwise.

ARTICLE VII

GRIEVANCE PROCEDURE

7.01 The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be considered to exist when it is alleged that there is a violation of this agreement arising from the interpretation, application or failure to comply with the terms thereof. It shall be optional with the Company or the Union to consider any grievance, the alleged circumstances of which occurred more than thirty (30) days prior to its written presentation. When a grievance arises, an earnest effort shall be made to settle it by the Company, the employee concerned, and the Union, and it shall be handled in the Steps as hereinafter provided.

7.02 Step No. 1 - Any regular employee who has a grievance shall present the grievance verbally to his Supervisor and will be accompanied by a Steward. The Supervisor shall state his decision verbally within three (3) working days of such meeting. If this verbal decision does not satisfactorily adjust the grievance, it may be appealed to Step 2 following.

Step No. 2 - Notice of appeal must be made within seven (7) working days of the verbal decision, in writing, in triplicate, on forms supplied by the Union, and signed by the aggrieved employee and two members of the Grievance Committee. It shall be appropriately dated showing the date of the grievance, particulars of the incident giving rise to the grievance, the Article and Section of the Collective Agreement alleged to have been

violated, the date of the submission, as well as the corrective action requested of the Company, and shall be **presented** to Divisional Management (in the case of Gas Supply, **Gas Supply Management**) designated to handle Step 2. **Within five (5) working days of receipt of the appeal or within** any agreed upon extension, **Divisional Management (in the case of Gas Supply, Gas Supply Management) designated to handle Step 2** will meet with **up to two (2) members of the Grievance Committee** in an attempt to resolve the grievance. **A written decision shall be given by Divisional Management (in the case of Gas Supply, Gas Supply Management) designated to handle Step 2 within five (5) working days of the date of such meeting.** If this written decision does not **satisfactorily adjust the grievance,** it may be appealed to Step 3 following.

Step No. 3 - Notice of appeal must be given in writing by dating and signing the grievance forms within ten (10) working days from the written decision of Divisional Management (in the case of Gas Supply, Gas Supply Management) or their designate, through the Manager, Employee and Labour Relations, setting forth the areas or points of disagreement within the Step 2 written decision. The Manager, Employee and Labour Relations, **will arrange** a Management Committee to meet with **up to two (2) members of the Grievance Committee and the Local President, or Bargaining Unit Chairperson, or his/her designated alternate, within seven (7) working days or a time mutually agreed upon.** The **two** committees jointly will discuss the grievance and may request the attendance of any person or persons interested or involved. The Management Committee will render

its decision in writing within seven (7) working days from the date of such meeting to the Local or Bargaining Unit. If the Committee's decision does not bring about a satisfactory settlement, the grievance may be referred by either party to arbitration as provided for in Article VIII.

7.03 Should a regular employee claim that he has been unjustly discharged and wishes to seek redress under the grievance procedure, he must present such grievance, in writing, within five (5) days of his discharge and may do so at Step 2 of the grievance procedure.

7.04 Failure by the Company to reply to grievances within the time limits provided in this agreement, or any agreed upon extension, will result in the grievance being processed to the next Step within the grievance procedure.

7.05 An employee and/or Steward shall obtain the permission of his Supervisor before interrupting or leaving his work to deal with a grievance. Permission will not be arbitrarily or unreasonably withheld.

7.06 In this Article VII only, when computing working days, Saturdays, Sundays and recognized holidays shall not be included.

ARTICLE VIII

ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within thirty (30) days of the reply under Step 3 of the Grievance Procedure. The recipient party shall, within ten (10) working days advise the other of the name of its appointee to the Arbitration Board.

8.02 The two appointees so selected shall appoint a third person who shall be the Chairman. If the recipient party fails to appoint its members or if the two appointees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board.

8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.04 The Board of Arbitration shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.05 Where a grievance resulting from a discharge or suspension which is filed under Article VII is not settled and duly comes before an arbitration board, the board may make a ruling:

- (a) confirming the employer's action;
- (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); **or**
- (c) disposing of the grievance in any other manner which may be deemed by the Board to be just and equitable.

8.06 The fees and expenses of the Chairman shall be paid half each by the Company and the Union.

ARTICLE IX

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SENIORITY

9.01 New employees will be considered as probationary employees until they have worked a three (3) month probationary period within any twelve (12) month period. Probationary employees shall have no seniority rights but, after completing the probationary period, their seniority shall be dated back to the date of commencement of the probationary period.

9.02 Periods of absence from work during which seniority is not broken in accordance with 9.03 shall not affect an employee's seniority. Seniority shall be applied on a Bargaining Unit basis. Seniority lists showing employees' names, job titles, and where applicable, classifications, shall be posted on bulletin boards and revised every six (6) months. A copy of the seniority list will also be supplied to the Bargaining Unit. Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date when the seniority lists are posted. When proof of error is presented by an employee or the grievance committee such error will be corrected.

- 9.03** Seniority shall be lost if an employee:
- fa) Voluntarily leaves the employ of the Company;
 - (b) Is discharged for just cause and is not reinstated pursuant to the provisions of this agreement;

- (c) Is absent for three (3) consecutive working days without notifying the Company of the reason for such absence, and if upon such notice the employee does not have a justifiable reason for his absence;
- (d) Fails to return to work after lay off within five (5) working days after notification from the Company by registered mail to his last known address unless it is shown that such failure has been caused by circumstances beyond the employee's control;
- (e) Is on lay off in excess of his length of service but in no case will it exceed four (4) years.

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9.04

- (a) For the purposes of Article IX, Section 9.04, a reduction in the number of employees in a job due to the volume of work or for economic reasons shall be deemed to be a lay off.
- (b) For the purposes of Article IX, Section 9.04, "location" shall mean the plant, branch or division office at or out of which the employee works.
- (c) Lay offs and recalls shall occur in the manner hereinafter set forth, provided that there are available senior employees who are sufficiently qualified, willing and able to do the work required.

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(d) In the event lay offs are required, the following procedure shall be followed:

- (i) **all Temporary Employees** and **Construction Labour Pool Employees** shall be laid off first;
- (ii) all Probationary Employees shall be laid off in the respective departments where the lay offs occur;
- (iii) all Probationary Employees throughout the Bargaining Unit shall be laid off;
- (iv) thereafter employees shall be laid off in accordance with Article IX, Sections 9.04 (e) and 9.04 (f).

(e) (i) In the event of a lay off in a job in a location, the most junior employee in the job in the location shall be the first to be laid off and may displace one of the following employees:

- A. the most junior employee employed in the same job within the Bargaining Unit; or
- B. the most junior employee in the Bargaining Unit for which he is qualified and for which his seniority would entitle him; or
- C. he may accept any vacant job within the Bargaining Unit to which his seniority would entitle him.

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(ii) If the senior employee displaces the employee ~~described in (A), the~~ employee so displaced shall initially fill any vacancy which there exists for which he is qualified and for which his seniority would entitle him. Where no such vacancy exists, he shall displace the most junior employee in the Bargaining Unit.

(iii) In the event that more than one employee is laid off at the same time, the senior such employee shall have preference as to which junior employees affected they displace.

(f) The following provision applies only in the event of a lay off in excess of thirteen (13) continuous weeks.

In the event of a lay off in a job in a location, the most junior employee in the job in the location shall be the first to be laid off and may displace one of the following employees.

- A. the most junior employee in the same location; or
- B. the most junior employee employed in the same job within the Bargaining Unit; or
- C. the most junior employee in the Bargaining Unit for which he is qualified and for which his seniority would entitle him; or

D. he may accept any vacant job within the Bargaining Unit to which his seniority would entitle him.

If the senior employee displaces the employee described in (A) or (B), the employee so displaced shall initially fill any vacancy which there exists for which he is qualified and for which his seniority would entitle him. Where no such vacancy exists, he shall displace the most junior employee in the Bargaining Unit.

(g) An employee who is laid off or who is displaced by another employee in accordance with Article IX, Section 9.04 (e) and 9.04 (f) will be placed in the new job according to his experience and ability but shall be paid not less than his regular rate of pay for the job which he occupied immediately prior to lay off for a period of three years from the date of his original lay off or displacement, unless such employee successfully bids for another job in which case the provisions of Article X of the Collective Agreement shall apply.

Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

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- (h) Employees who are displaced from their jobs as a result of a lay off, while at work, shall be recalled, in order of seniority, to their original job from which they were laid off or displaced, for a period of one year from the respective dates of the employee's original lay off or displacement except in those cases where such employees have successfully bid for another job pursuant to Article X.
- (i) All employee benefit plan coverages will cease on the first of the month following the month in which an employee is laid off, except in the case of:
 - Group Life
 - Extended Health Care Plan
 - Semi-Private Hospital Plan
 - Dental Care Planin which case the Company shall continue coverage for three months following the month in which an employee is laid off and not thereafter.
- (j) An employee who is laid off may displace a Continuous Part-Time Employee, provided that the employee accepts all of the terms and conditions of employment applicable to the Continuous Part-Time position. An employee's recall rights shall not be affected by the fact that he has displaced a Continuous Part-Time employee.
- (k) An employee who is laid off and who has not displaced another employee in accordance with the foregoing procedure shall be considered for

employment as a Construction Labour Pool Employee, Temporary Employee or a Continuous Part-Time Employee before new employees are hired for such positions provided that the employee accepts all of the terms and conditions applicable to such employment. An employee's recall rights shall not be affected if he accepts employment as a Construction Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee.

However, any period of employment as a Construction Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee shall not affect the period of lay off referred to in Article **IX**, Section **9.03** (e) and shall not be deemed to be a recall for purposes of that Section.

- (l) Notwithstanding Sections **9.04** (e) and **9.04 (f)**, a laid off employee may, **with** Company approval, elect to be laid off from the Company rather than **exercising** his seniority rights to displace a junior employee.
- (m) Any period of **lay** off shall not be included for the following purposes:
 - (i) in calculating "continuous service" for purposes of entitlement to vacation and vacation pay;

- (ii) in calculating time worked during any qualifying period for purposes of job progression as outlined in Appendix "A" and Article XI, Section 11.02;
- (iii) in calculating entitlement to Scheduled Paid Personal Days Off pursuant to Article XIV, Section 14.13. Entitlement to such days shall be reduced on a pro rated basis by the period of layoff
- (iv) in computing continuous service for any pension plan, except for the first three (3) months of any lay off period.
- (n) The Company will be under no obligation to post where a vacancy is filled by operation of Article IX, Section 9.04 (h). 28/05
- (o) Seven (7) days prior to a lay off, a list of employees affected shall be given to the Bargaining Unit concerned, and at that time, the Company will discuss the reason for the lay off with the Bargaining Unit.

9.05 Subject to Article IX, Section 9.04 (h), when there is an increase in the working force after lay off and before any new employees are hired, the employees who have retained seniority will be recalled in the reverse order in which they were laid off, provided that such employees are capable and available to do the **work** required.

9.06

(a)

If an employee is transferred to a position which is excluded from the coverage of the agreement under Article II, 2.01, such employee shall retain his seniority as of the date of transfer, and, in the event he is subsequently transferred back to a position not so excluded, he shall be credited with the seniority which he had on the date of the transfer. The employee thus being transferred back into the bargaining unit may be placed on a job for which he is best suited provided that in so doing he does not displace any present employee within the bargaining unit.

(b)

The foregoing shall not be construed as giving the right to any such employee while excluded from the bargaining unit to bid or make application in respect of any posted job vacancy or new position, or to give the Company the right to place such employee in any vacancy or new position, except in the case where no applications have been filed by any employee in the bargaining unit to which this agreement applies.

9.07 In no circumstances shall an employee who has acquired seniority lose his seniority because of absence due to illness provided the employee satisfies the Company of such illness.

9.08 Seniority shall continue to accumulate during an employee's leave of absence granted under Article XIV, Section 14.02.

ARTICLE X

JOB POSTINGS AND FILLING OF VACANCIES

10.01

- (a) When an employee leaves the Company or is transferred or promoted to a position either within or outside of the bargaining unit, management will determine whether a vacancy exists, or at that time, does not exist. A notice of such decision will be posted within ten (10) working days. If at a later date a vacancy is deemed to exist, such vacancy will be posted.
- (b) Vacancies in regularly assigned jobs and newly created jobs shall be posted for six (6) days on Company bulletin boards accessible to all employees affected.
- (c) Prior to posting a job, the qualifications or requirements for which have been changed, the Company will provide the union one (1) weeks notice.
- (d) Such bulletins will show the job title, qualifications required, range of pay, normal work area, number of jobs vacant and the designated management to whom the applications will be directed. Copies of such bulletins shall be forwarded to the Bargaining Unit concerned.

10.02

- (a) Any employee desiring to fill such a vacancy shall, within the six (6) day posting period, forward his application to designated management on forms **provided by the Company.**
- (b) An employee who **bids on a job** vacancy and is the **successful applicant** need not be considered on a subsequent job vacancy for a **period of six (6)** months from being named as the **successful applicant** except by mutual consent of the Company and the Local or Bargaining Unit concerned.
- (c) Appointments shall be made in accordance with the provisions of 10.03.

10.03 In the filling of vacancies and making of promotions within the bargaining unit, an employee with the greatest seniority shall be given preference provided he/she is able to meet the normal requirements and qualifications of the classification of employment. Should the senior applicant not be selected to fill the vacancy, the Company will discuss the reasons with the Bargaining Unit.

10.04 A posted announcement and the results of all job postings will be made as soon as possible and in no case will it exceed **thirty (30)** days from the date of the posting.

10.05 The successful applicant will be reclassified and his or her progression date will commence within thirty (30) days from the date of the posting of the name of the successful applicant. Wherever practicable the successful applicant will be transferred to his or her new position within this thirty (30) day period having regard to the efficiency of the operation. However, where it is not practical to do so the employee will be transferred within a reasonable period of time thereafter and the Company will follow its past practice of ensuring that, commencing from the date established above as the date of reclassification, the employee will reach the maximum rate for his or her position within the normal progression for that position, notwithstanding any delay in transferring the employee to the new position subject to the employee meeting the necessary qualifications and requirements. The reason for the delay will be explained to the local union. Bulletined vacancies may be filled temporarily not exceeding thirty (30) days from the date of naming the successful applicant.

10.06 An employee being accepted for a job vacancy will be placed in the new job according to his experience and ability, but shall not be required at the time of transfer to take a decrease in pay greater than 10 percent of the rate being received at the time of such transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

10.07 An employee interested in transferring to a specific job or jobs, vacancies of which might occur during his vacation, illness, or leave of absence, should file with his foreman (also a copy with his Union steward) an application such as is required in **10.02** (a) above indicating that he wishes his application to receive the usual consideration should such a vacancy occur during his absence. Where such an application is on file or is filed with the Company during such absence, management will consider it in the usual **manner when filling any such** vacancy. Where selection is made **in favour of the absent employee** the Company will endeavour to defer the **appointment until** his return **providing such delay** does not seriously interfere with the progress of the job.

10.08 If, at the specific request of the Company for some reason such as to meet a temporary shortage of staff ("temporary" being defined as not in excess of six weeks, ten months in case of leave of absence, in the case of Local 764 the six week period shall be a three month period which may be extended to six months after consultation with the local) a regular employee is transferred from one job to another, such employee shall be **paid not less than the** rate he was receiving before the transfer. **Should the employee have been previously classified in the job to which he is transferred, he shall be entitled to not less than the last rate of pay which he received while he was so classified,** adjusted by any subsequent job or classification increase, or should the employee be capable and experienced in performing the duties of the job to which he is transferred he shall then be entitled to the top job rate.

ARTICLE XI

WAGES, HOURS OF WORK AND OVERTIME

11.01 Wages

- (a) Job titles, classifications and rates of pay shall be as set forth in Appendix "A", attached hereto which forms part of this agreement.
- (b) Should the Company establish any new jobs or job classification during the term of this agreement, it will immediately advise the Local thereof and of the rate or rates it proposes therefor; the Local shall forthwith advise the Company of its acceptance or rejection of the proposed rate or rates and in the event of rejection both parties agree to negotiate bona fide a rate or rates acceptable to each, and failing agreement the determination of such rate or rates shall be referred to and settled by arbitration in the manner prescribed by Section 8.01 and 8.02 of this agreement. 16
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- (c) To the extent that payment of wages is made on a weekly basis, a change in rate of pay due to job or classification progression, transfer or anniversary will become effective on the first date of the pay period nearest the change, and such date of rate change will be the employee's review date upon which subsequent job progression or anniversary will be determined.
- (d) The Company agrees to provide the Union, within thirty (30) days of the establishment of a new job, with a job description thereof.

11.02 Job Progression

- (a) It is understood that job progression will be limited to and within those classifications indicated in Appendix "A", and under normal circumstances, progression from one classification to another will follow the appropriate qualifying periods as indicated in Appendix "A", providing also that the employee meets the qualifications of such classifications in the line of progression. Thirty (30) days before the end of the appropriate period of qualification (excluding the probationary period), the immediate supervisor shall inform the employee that either he qualifies satisfactorily in all aspects of the work situation with progression being subject only to the satisfactory passing of a written and/or practical examination, or he has not qualified, in which case, the reasons will be given to the employee in writing, it being understood that the employee shall have the right of grievance procedure in any such case.
- (b) In jobs where there are no classification levels, wage progression will follow the time intervals indicated for such jobs in Appendix "A", provided the employee's performance on the job is satisfactory.

11.03 Hours of Work

For the purpose of computing pay only, the work week is from 12 o'clock Midnight on Saturday to 12 o'clock Midnight the following Saturday. For purposes of determining work schedules, the work week is defined as any seven (7) consecutive days.

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- (a) **DAY WORKER** is an employee as ~~40~~ to work eight (8) hours per day, forty (40) hours per week, normally Monday through Friday, 8:00 a.m. to 5:00 p.m. with either one-half hour or one hour unpaid lunch period between the hours of 12:00 noon and 1:00 p.m. as indicated on the posted work schedule.
- (b) **SHIFT WORKER** is an employee assigned to work on days and hours other than Monday to Friday 8:00 a.m. to 5:00 p.m. An employee scheduled to work on the "D" shift Monday to Friday will be assigned either a 20-minute on-the-job lunch period, in which case his lunch will normally be carried and eaten on the job, or a one hour unpaid lunch period as indicated on the posted work schedule. An employee scheduled to work on the "D" shift of Saturdays, Sundays and Recognized Holidays, "E", "M" or "A shift has a 20-minute on-the-job paid lunch period and his lunch will normally be carried and eaten on the job. Shift workers may be scheduled to work any five (5) consecutive days in the seven (7) day work week.
- (c) **RELIEF SHIFT WORKER** is the same as defined above except that he works any five (5) days in the seven (7) day work week in accordance with the work schedule.

(d) **SHIFT SCHEDULE**

(i) The jobs and hours of shift work as referred to above will be as follows:

Customer Service Representatives [excluding Special Service Representatives (Grade 101) on "M" and "E" shifts]	"D" Shift 8 a.m. to 4 p.m.
Maintenance Representatives	"A" Shift 1 p.m. to 9 p.m.
Distribution Welders	SEENOTE <i>BELOW</i>
Assistant Stockkeepers	"E" Shift 4 p.m. to Midnight
Warehouse Attendants	Saturday & Sunday
Garage Attendants	4:30 p.m. to 12:30 am.
Vehicle Mechanics	Monday through Friday
Repairers	"M" Shift
Meter Repairers	12 Midnight to 8 a.m.
Caretakers	

NOTE: Manning of the "A" shift shall be on a voluntary basis. However, for Customer Service Representatives only, should satisfactory voluntary manning not be obtained and maintained, the Company reserves the right to schedule the "A" shift in which case such scheduling will be limited to 20% of the Customer Service Representatives in a location and a minimum of one (1) Customer Service Representative in a location.

(ii) For regular employees on jobs listed below, shifts will normally cover a 24-hour period:

Chief Operators	"D" Shift 8 a.m. to 4 p.m.
Plant Operators	"E" Shift 4 p.m. to 12 Midnight
Service Clerks	"M" Shift 12 Midnight to 8 a.m.
Turbine Operators	

(e) Notwithstanding the provision of this article, the parties may agree locally to hours of work other than those set out herein.

11.04 Insofar as possible shift work shall be kept to a minimum; however, it is understood and agreed that employees shall be required to work on a shift basis to complete assigned work which they are qualified to do.

11.05

(a) Starting times for both day workers and shift workers in Locals 914 and 758 (Hourly Unit) may be advanced or retarded by one-half hour or one hour in certain jobs as a result of a change in work load and after agreement with the Local.

(b) Starting times for both day workers and shift workers in Local 999 (Chatham Unit and Production Unit) may be advanced or retarded by one-half hour or one hour in certain jobs as a result of change in work load and after consultation with the Local.

- (c) Work schedules for Local 633 of eight hours may be agreed to provided the starting times of the shift fall within the following hours:
 - "D" Shift - 7 a.m. to 9 a.m.
 - "E" Shift - 3 p.m. to 5 p.m.
 - "M" Shift - 11 p.m. to 12 MidnightThe "M" Shift may commence between the hours of 11:00 p.m. and 1:00 a.m. for the Vehicle Maintenance Department only.
- (d) Starting times for both day workers and shift workers in Local 938 (Hourly Unit) may be advanced or retarded by one-half or one hour in certain jobs as a result of a change in work load and after consultation with the Local.

11.06 Work schedules, which may be determined locally, covering both day work and shifts, including Saturday, Sunday, holiday and relief shifts, and indicating employees' lunch period and days off, will be kept posted at least two months in advance and every effort shall be made to project such schedules as far in advance.

11.07 A shift premium will be paid to the employees working regularly scheduled "A", "E" or "M" shift hours commencing with the scheduled starting time of the employee's scheduled shift and for all hours worked subsequent to and in conjunction with the employee's regular schedule as follows:

Handwritten calculations:
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- 29450

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Regularly scheduled "A" Shift hours -
4.5% of Customer Service Representative
Class 1 - Grade 121

Regularly scheduled "E" Shift hours -
3.0% of Customer Service Representative
Class 1 - Grade 121

Regularly scheduled "M" Shift hours -
4.0% of Customer Service Representative
Class 1 - Grade 121

Handwritten calculations:
43
400650

An additional Sunday premium of 6.5% of the Customer Service Representative Class 1 rate, Grade 121, per hour will be paid to employees working regularly scheduled hours of work on Sunday in accordance with the posted work schedule.

Shift premium or Sunday premium will not be included in computing overtime pay, vacation pay or pay for holidays not worked.

11.08 Employees assigned to shift work, as provided in 11.03 (d) above, whose schedule is changed by the Company with less than 48 hours prior notice from the commencement of the changed schedule, will be paid one and one-half times their regular rate for the first shift of the changed schedule. This premium shall not apply when change of shift schedule is due to:

- (i) mutual exchange of shift,
- (ii) absence as a result of union business,

- (iii) an employee reverting to his regular shift schedule,
- (iv) an employee working in accordance with the prearranged schedule as defined in 11.03 (d) above.

11.09 Employees required to work six (6) or seven (7) consecutive days as a result of their schedule being changed by the Company shall be compensated for the sixth (6) or seventh (7) day at the applicable overtime rate stated for an employee's first scheduled day off in the case of the sixth (6) consecutive day's work and for an employee's second scheduled day off in the case of the seventh (7) consecutive day's work.

11.10 Overtime

It is understood and agreed that the Company's operations must be maintained and that employees are required, by the Company, to respond to reasonable requests to work overtime for this purpose.

The Company will endeavour firstly, to allocate overtime work equitably among those employees who normally perform such work, provided however, such employees are available and secondly, among other employees who are qualified to perform such work.

Overtime is defined as authorized work outside an employee's regular schedule and is computed on the basis of a 24-hour period commencing from the beginning of the employee's scheduled hours.

The Company will pay overtime rates to an employee as stipulated below:

(a) Within each scheduled 24-hour period, after an employee has worked eight (8) straight time hours, or has received payment from the Company for such scheduled hours e.g. sick pay, make-up pay, compensation, bereavement etc., or has received prior authorization to be absent for such scheduled hours;

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Double time for all hours worked beyond the eight (8) defined above in his 24-hour period unless such work is the result of a change in the work schedule in which case the work schedule provisions in Section 11.06 and 11.08 apply.

and

(b) On a weekly scheduled hours basis, when an employee has worked his regular scheduled hours or has received payment from the Company for such scheduled hours; e.g. sick pay, make-up pay, compensation, bereavement etc., or has received prior authorization to be absent for such scheduled hours;

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(i) Double time for all hours worked on an employee's scheduled day off.

(ii) Where shift schedules provide four (4) consecutive days off the double time provision will apply to the third (3) and fourth (4) day respectively.

and

(c) When the twenty-four (24) hour period of his scheduled days off is extended as a result of changing shift in accordance with the shift schedule, as follows;

- (i) Double time for all overtime hours worked within his extended hours when the extension occurs following a scheduled day off.

11.11 Employees required to **work** overtime on their **scheduled** days off will be guaranteed a minimum of two (2) **hours'** work and will be paid for this minimum period at the **applicable** overtime rate. Time worked beyond the minimum **two** (2) hours shall be paid at the applicable overtime rate.

11.12 Call Out

Employees are required to respond to call out to provide and/or maintain service. A call out is defined as an unscheduled authorized return to work during hours outside of an employee's scheduled work day as follows:

48d

- (i) For any call out or combination of call outs commencing within any two (2) hour period outside of an employee's scheduled work day Monday to Saturday an **employee will** be paid four (4) hours' pay **at his straight** time rate.
- (ii) For each call out occurring outside an employee's scheduled work day **during Sunday** or a recognized holiday an **employee will be** paid four (4) hours' pay at his **straight time** rate.
- (iii) Time required for completion of such call out or combination of call outs as defined above beyond the **minimum two** (2) hours will be paid **at the applicable overtime** rate.

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11.13 Stand By -

Stand by where required shall be on a voluntary basis and will continue as long as satisfactory manning is maintained. Should satisfactory manning not be maintained the Company shall schedule stand by to meet the necessary requirements. A stand by allowance will be paid as follows:

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9100

- (a) **\$14.80** per day for any stand by period of not less than **7 1/2** or **8** hours falling within the employee's regular weekly schedule. For any stand by in excess of **8** hours but not more than **16** hours within the employee's regular weekly schedule, an additional **\$4.80** per day. The above applies except in the case of a recognized holiday as provided for in Article XII.
- (b) **\$24.00** per day for any stand by period of not less than **7 1/2** hours or more than **24** hours of an employee's first and second scheduled days off except where such day or days are recognized holidays as provided for in Article XII.
- (c) **\$24.00** per day for any stand by period of not less than **7 1/2** hours or more than **24** hours on a recognized holiday as provided for in Article XII.
- (d) If illness or authorized absence prevents an employee from standing by for the full requirements of any day and another employee is assigned to stand by, payment for the day will be prorated.

ARTICLE XII

RECOGNIZED HOLIDAYS

12.01

- (a) The Company will recognize the holidays listed below:

New Year's Day Thanksgiving Day
Good Friday Christmas Eve Day
Victoria Day Christmas Day
Canada Day Boxing Day
Civic Holiday New Year's Eve Day
Labour Day

A 12th Recognized Holiday will be observed on Heritage Day if and when the Federal Government proclaims Heritage Day a statutory holiday and it will be observed as such by the Company in accordance with all the provisions of this Article XII.

subject to the following provisions:

- (b) If any of the other holidays listed above are Provincially observed on days other than the traditional calendar date, then such observed days shall be considered the holidays for the purpose of time off work with pay, or payment for work on a holiday, excepting only Christmas Day and New Year's Day for employees assigned to a shift in accordance with the shift schedule in effect. In this case, only the traditional calendar date will be recognized as a holiday for purposes of time off work with pay or payment for work on a holiday.

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12.02 All regular employees are entitled to eight (8) hours' holiday allowance at their straight time rate for the recognized holiday as provided for in Section 12.01 (a) and (b) subject to the following conditions:

- (a) When a recognized holiday listed herein falls within a regular employee's vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.
- (b) A regular employee will not be paid for a recognized holiday unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Section 15.01, bereavement leave as provided for in Section 14.04, jury duty as provided for in Section 14.03, and a doctor or dentist appointment verified in writing, or written authorization from management
- (c) In the event that a recognized holiday falls during a period of absence from work for which a regular employee is receiving indemnity under the Sick-ness and Accident Insurance Plan or is receiving Workmen's Compensation, insured sick pay will be paid for the holiday to the extent appropriate under the sick pay provisions.

- (d) Payment for a holiday will not be made to a regular employee on leave of absence **without pay**, unless such regular employee has worked **at least twelve (12) days** during the thirty **(30) calendar days** immediately preceding the holiday.
- (e) Holiday pay will not be paid to regular employees who are scheduled to work on a recognized holiday and do not report for work or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

12.03

- (a) Employees required to work on a corresponding day off with pay scheduled in accordance with Section 12.02 (a) shall be paid at the rate of double time for all hours worked. This payment is in addition to holiday pay as provided for in Section 12.02.
- (b) Employees who have elected a corresponding day off **with pay for** a recognized holiday in accordance with Section 12.02 (a) and who are subsequently required to work on the observed calendar date for such recognized holiday, shall be paid at the applicable overtime rate as provided for in Section 11.10.

12.04 Employees required to work on a recognized holiday as provided for in Section 12.01 (a) and (b), except as provided for in 12.03 (a) and (b), shall be paid at the rate of double time for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 12.02 or the corresponding time off with pay providing the employee receives approval from his/her supervisor prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 12.02.

ARTICLE XIII

VACATION

13.01

A Employees hired prior to 1991 shall be entitled to annual vacations with pay as follows, and it will be computed on the basis of 40 hours per week times the employee's straight time rate:

- (a) Two (2) weeks' vacation after completion of one (1) or more years' continuous service.
- (b) Three (3) weeks' vacation after completion of five (5) or more years' continuous service.
- (c) Four (4) weeks' vacation after completion of ten (10) or more years' continuous service.
- (d) Five (5) weeks' vacation after completion of twenty (20) or more years' continuous service, up to and including the calendar year in which twenty eight, (28) years of continuous service are completed.

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- (e) Six (6) weeks' vacation after completion of twenty-nine (29) years' continuous service and during each succeeding year of continuous service.

13.01

B Employees hired in 1991 and in subsequent years shall be entitled to annual vacation with pay as follows, and it will be computed on the basis of 40 hours per week times the employee's straight time rate:

- (a) Upon satisfactory completion of probation and appointment as a regular employee, new employees shall be entitled to vacation with pay on the basis of one (1) day for each thirty six (36) calendar days of employment completed during the calendar year in which they were hired.

All vacation entitlements earned and owing in the first calendar year of employment will be taken within, or shortly following, such first year. Under normal circumstances, such vacation entitlements may not be added to or taken with future vacation entitlements.

Where probationary employees are appointed to regular employee status in the second calendar year of employment, earned vacation entitlements will be taken at that time, or shortly following the time of their appointment. Under normal circumstances such vacation entitlements may not be added to, and taken with, future vacation entitlements.

- (b) During the second and up to and including the calendar year in which four (4) years of continuous service are completed, each employee will be entitled to two (2) weeks' vacation subject to employment continuing throughout the calendar year.
- (c) During the calendar year in which five (5) years of continuous service are completed and up to and including the calendar year in which nine (9) years of continuous service are completed, each employee will be entitled to three (3) weeks' vacation subject to employment continuing throughout the calendar year.
- (d) During the calendar year in which ten (10) years of continuous service are completed and up to and including the calendar year in which nineteen (19) years of continuous service are completed, each employee will be entitled to four (4) weeks' vacation subject to employment continuing throughout the calendar year.
- (e) During the calendar year in which twenty (20) years of continuous service are completed and up to and including the calendar year in which twenty eight (28) years of continuous service are completed, each employee will be entitled to five (5) weeks' vacation subject to employment continuing throughout the calendar year.

- (f) During the calendar **year** in which twenty nine (29) years of **continuous** service are completed and during each succeeding year of continuous service, employees will be entitled to six (6) weeks' vacation subject to employment continuing **throughout** the calendar year.

13.02 Vacation Scheduling

The vacation schedule shall be arranged by the supervisor of each department but shall be subject to the approval of his manager and shall be arranged with due regard first, to the general operating requirements, second, to departmental operating requirements, and third, to the employees' preference in order of seniority.

Every effort will be made to post the approved schedules **no** later than April **30th** in each respective calendar year and management will ensure that employees are granted vacations in accordance with the approved vacation schedule.

13.03 If an employee leaves the service of the Company at a time when an unused period of his vacation stands to his credit, he shall receive an amount of vacation pay calculated as follows:

- (a) With less than five (5) year's continuous service - **4%** of gross earnings for that period of employment for which vacation pay has not already been received;
- (b) With less than ten (10) years but more than five (5) year's continuous service - **6%** of gross earnings for that period of employment for which vacation pay has not already been received;

- (c) With less than twenty (20) years but more than ten (10) year's continuous service - 8% of gross earnings for that period of employment for which vacation pay has not already been received;
- (d) With twenty (20) years or more of continuous service, up to and including the calendar year in which 28 year's continuous service are completed - 10% gross earnings for that period of employment for which vacation pay has not already been received;
- (e) With twenty-nine (29) years or more of continuous service - 12% of gross earnings for that period of employment for which vacation pay has not already been received.

13.04 This annual vacation with pay plan is subject to the provisions of "The Employment Standards Act" (Ontario) wherever such provisions ~~provide greater benefits~~ than this plan.

13.05 During the calendar year in which the employee's second and subsequent anniversary of employment falls, he may be scheduled for vacation any time during that calendar year without regard to his employment date.

ARTICLE XIV

GENERAL

14.01 In case of an employee's dismissal for cause, the Company shall inform the employee of such cause in writing within a period of twenty-four (24) hours, and a copy will be sent to the Local or Bargaining Unit.

14.02 Leave of Absence

(a)

Union Business Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business will be granted leave of absence without pay provided that, in the opinion of Management, Company operating conditions permit.

All such leaves of absence shall be requested by written notice to the Company at least three (3) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

(b)

Other Than Union Business

If in the opinion of management Company operating conditions permit, the Company may grant leave of absence without pay for a period not exceeding two months to an employee for legitimate personal reasons. legitimate and reasonable

requests for leave of absence beyond two months will be given due consideration by the Company and, as a matter of policy, permission will not be withheld, provided such absence will not seriously interfere with the efficient continuation of satisfactory gas service. All leaves of absence shall be requested by written notice to the Company at least ten (10) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

14.03 Jury Duty

An employee who is called to jury duty or subpoenaed as a witness, will be permitted such absence as is necessary as a result of such call or subpoena and he will be compensated by the Company for the difference between payment received for such duty and his regular pay. The employee will present proof of service as a juror or witness as well as the amount of pay received for such service to his supervisor.

14.04 Bereavement Pay

(a) In the case of death in the immediate family of an employee, i.e. Mother, Father, Wife, Husband, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Step-parent or Step-Child, the employee upon request will be granted time off with pay for any three (3) regular scheduled working days (or for such fewer days as the employee may be

absent) during the period following the day of death, and up to and including the day of the funeral, providing such employee attends the funeral. In the case of death of a grandparent or grandchild, the employee upon request will be granted time off with pay for one (1) regular scheduled work day providing such employee attends the funeral. In the event of extenuating circumstances requests for additional time off work without pay will be considered.

- (b) In the case where bereavement occurs during an employee's scheduled vacation period, and provided the employee would have been granted time off with pay in accordance with 14.04 (a), an equal number of vacation days that would have been granted in accordance with 14.04 (a) may be rescheduled to be taken at a later date. Such rescheduled days must be taken within the same calendar year.

14.05 It is agreed that during the lifetime of this Agreement, the Company shall not ~~sub-contract~~ work that is presently being performed by employees covered by this agreement that by so doing will result in lay off of regular bargaining unit employees, or that by so doing will result in a reduction in the wage rate of regular bargaining unit employees who are transferred or selected for other jobs thereby. It is further agreed that in the latter case, such an employee shall be exempt from any contractual increase until the scheduled rate for the new job exceeds the rate received by the employee at the time of his transfer or job change, at which time he will receive the rate assigned to his then current job or classification.

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14.09 Maternity leave

An employee who is pregnant and who has three (3) months or more of continuous service with the Company shall be granted leave of absence under the terms and conditions of the Employment Standards Act except as herein otherwise provided:

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- (a) An application for such leave will be submitted on forms supplied by the Company and will include a certificate signed by the employee's doctor specifying the estimated date of delivery. The application will normally be submitted to the employee's immediate supervisor three (3) months in advance of the specified date of delivery.
 - (b) In the case of illness supported by a certificate from the employee's doctor, the prenatal period may be extended up to four (4) additional weeks and the post-natal period may be extended up to an additional five (5) weeks.
 - (c) Coverage for the Group Life and Weekly Indemnity plan, the Extended Health Care plan, the Semi-Private Hospital plan, the Dental Care plan and the Pension plan continue during the leave of absence, unless waived by the employee. All contributions and costs normally paid by the Company continue during the leave of absence.

- (d) An employee on maternity leave in accordance with the provisions of this agreement shall **continue** to accumulate seniority, and accrue Company **service for the purpose of vacation** entitlement and sick pay entitlement, but shall not be entitled to receive payment or benefits for or during the period of such leave. Further, the employee will accrue up to seventeen (17) weeks of service for the purpose of job progression.

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14.10 Safety and Health

- (a) The Company will institute and maintain reasonable precautions for the health and safety of all employees. All employees covered by this agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall co-operate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.

- (b) The Company is bound by the provisions of the Ontario Occupational Health and Safety Act including future amendments which may occur from time to time. This includes a requirement that there shall be joint health and safety committees established and **operated, as required, consisting** of members representing the Company and of members representing the employees in accordance with such legislation.

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- (c) All matters considered and handled by the health and safety committee shall be recorded and minutes maintained.

14.11 Cost of Living Allowance

NOTE: The provisions of this Section 14.11 shall remain inoperative during calendar 1992 and no cost of living allowance shall be computed, paid or become payable or owing in respect of calendar year 1992.

A cost of living allowance will be paid to each employee effective January 1, 1993 subject to the provisions of this section. This allowance will be based on the Consumer Price Index (all items - base: 1971 - 100) published by Statistics Canada (hereinafter referred to as the C.P.I.) and will be calculated as follows:

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- (a) The C.P.I. published for March 1993 shall be compared with the C.P.I. published for December 1992 and effective the pay period immediately following the publication of the March 1993 C.P.I., the allowance, if triggered, shall be one (1) one cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the March 1993 C.P.I. exceeds the December 1992 C.P.I.
- (b) Such allowance, if any, shall continue until the publication of the C.P.I. for June 1993. If the June 1993 C.P.I. exceeds by more than 4% the figure published for December 1992, effective the pay period immediately following the publication of

the June 1993 C.P.I., the allowance, if triggered, shall be one (1) cent per hour worked for each zero point two six five (0.265) increase in excess of 4% by which the June 1993 C.P.I. exceeds the December 1992 C.P.I.

- (c) A similar comparison shall be made thereafter on the basis of the C.P.I. published every three months apart during the remainder of the term of this agreement concluding with the C.P.I. published for the month of December 1993.
- (d) If there is a decrease in the C.P.I. on the basis of the comparison the allowance shall be adjusted downward by using the formula mentioned above, but an employee's applicable hourly rate shall not be affected by any downward adjustment. At the time of any quarterly review of the C.P.I. pursuant hereto, should the C.P.I. fall below 4% in excess of the C.P.I. published for December 1992, the Cost of Living Allowance shall cease.
- (e) In the event that Statistics Canada does not issue the appropriate C.P.I. on or before the beginning of one of the pay periods referred to in (a), (b) and (c) above, any adjustment in the cost of living allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

- (f) No adjustments, retroactive or otherwise, shall be **made in the amount of the cost of living allowance due to any revision which may** later be made in the **published figures** for the Index for any month on **the basis of which** the allowance shall have been determined.
- (g) The continuance of the cost of living allowance in its present form shall be **contingent upon the availability of the official monthly Statistics Canada C.P.I. in its** present form and **calculated** on the same basis as the Index published in April 1984. In the event the C.P.I. is not available in its present form the parties shall negotiate the appropriate revisions there to, or some other equitable arrangement.
- (h) The cost of living allowance provided for herein shall be paid only for actual hours worked and shall not be included in computing payment for work on a recognized holiday, for work on a scheduled paid personal day off, overtime premium, shift premium, call out pay, or any other **premium, but shall be included in computing vacation pay, pay for recognized holidays,** and pay for **scheduled paid personal days off.**
- (i) The cost of living allowance in effect at any time shall not form part of an employee's applicable hourly rate.

- (j) Upon renewal of the Collective Agreement expiring December **31, 1993**, any cost of living allowance then in effect shall be added to the existing base rates prior to calculating the new base rates and further, any cost of living allowance then in effect **will** not be considered as any part of any negotiated increase.

14.12 Technological Change

As necessary, from time to time, the Company will discuss with the Union, matters relating to technological change in order to make the union aware of the Company's plans in these areas one month in advance, where practical, of implementing such plans. The Company will also grant the union the opportunity to make management aware of any concerns that the union or the unionized employees may have in relation to such changes.

14.13 Scheduled Paid Personal Days Off Plan

- (a) It is the purpose of this plan to provide eligible employees with paid personal days off each year as scheduled in advance by management in accordance with the provisions contained herein.
- (b) Eligible employees will be entitled to five (5) scheduled paid personal days off.

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(c) In the calendar year in which an eligible employee reaches the age of 62 and for each subsequent year up to and including the year in which such employee reaches the age of 65, he or she is entitled to 2 additional scheduled paid personal days off per year. Eligible employees may accumulate such time off to a maximum of 5 additional days to be taken in the calendar year in which they reach their 65th birthday in lieu of taking the 2 additional days per year of entitlement.

(d) All regular employees are entitled to eight (8) hours' pay at their straight time rate for the scheduled personal paid days off as provided for in 14.13 (b) and 14.13 (c) subject to the following conditions:

(i) A regular employee will not be paid for a scheduled paid personal day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled paid personal day off, except where such absence is due to illness as provided for in Section 15.01, bereavement leave as provided for in Section 14.04, jury duty as provided for in Section 14.03, and a doctor or dentist appointment verified in writing, or written authorization from management

- (ii) In the event that a scheduled paid personal day off falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Workmen's Compensation, insured sick pay will be paid for the scheduled paid personal day off to the extent appropriate under the sick pay provisions.
- (iii) Pay for scheduled paid personal days off will not be paid to regular employees who are subsequently scheduled to work on a scheduled paid personal day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.
- (iv) Employees required to work on a scheduled paid personal day off as provided for in Section 14.13 (b) and shall be paid at the rate of double time for the first eight (8) hours worked and double time for all hours worked in excess of the first eight (8). This payment is in addition to scheduled paid personal days off with pay as provided for in Section 14.13 (d).

- (e) The scheduled **paid** personal days off schedule **shall be arranged by the supervisor of each department but shall be subject to the approval of his manager, and shall be arranged with due regard first to the general operating requirements, second to departmental operating requirements, and third to the employee's preference in order of seniority.** Every reasonable effort will be made in preparing these schedules to provide that scheduled paid personal days off coincide with an individual's normal days off work. Approved schedules **will be posted no later than April 30** in each respective calendar year, and management will ensure that employees are granted scheduled days off in accordance with the approved schedule.
- (f) Regular employees who are employed less than a full year in any of the calendar years mentioned in **14.13 (b)** shall be granted the appropriate paid personal days off for that calendar year on a prorated basis.

14.14 Upon completion of their probationary period, **employees** required by the **Company** to wear safety footwear will be reimbursed up to a **maximum of \$70.00** per calendar year toward the purchase of Canadian Standards Association approved safety footwear Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

Notwithstanding the foregoing, employees, where required by law, must wear approved safety footwear.

14.15 When moving employees from one **job** to another in Company vehicles suitable covering shall be supplied during inclement weather. All efforts shall be made to secure inside work for outside employees during inclement weather, but it is understood that gas service must be maintained regardless of the conditions.

14.16 Special articles of working apparel worn by the employees and normally furnished by the Company, such as rubber boots, gloves, raincoats, meter repair aprons and gas masks, shall be cleaned and kept in good repair at the Company's expense. In those instances where it is necessary to issue such articles as gloves for regular use and they have become worn-out, they shall be replaced by the stockkeeper on turning in the worn-out article.

14.17 Students hired for summer employment during the period May 1 to September 30 in accordance with the current Letter of Understanding shall be paid the Summer Student rate as provided in Appendix "A". Students shall pay Union dues in accordance with the provisions of Article III, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Students required by the Company to wear safety footwear will be reimbursed up to a maximum of \$25.00 per calendar year toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards. Students must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

ARTICLE XV

SICK PAY BENEFITS

15.01 The Company will, in the event of a regular employee's absence due to a bona fide illness or accident, provide in addition to weekly indemnity provision, sick pay insurance based on a formula of 90% of basic pay as provided herein following. The above ~~provision will apply~~ to all cases of non-occupational accident, and to any illness in excess of five (5) working days' duration supported by a doctor's report of illness. In cases of bona fide illness absence of five (5) working days or less no payment will be made for the first day or partial day of any such absence following the third such absence incident; the first day or partial day and the second day or partial day following the **fourth such incident, and the first day or partial day, the second day or partial day and the third day or partial day following the fifth incident and any subsequent** incident in any calendar year, otherwise the provisions above apply. (For the purpose of this provision part day absences up to and including a maximum of five (5) per calendar year, will not constitute an absence incident, **nor will it disqualify** him from sick pay benefits providing the **employee reports** for work at the beginning of his regular scheduled hours). In order to qualify for such sick pay insurance, absent employees must notify the Company prior to the commencement of their work schedule. However, if it is not possible to give notification prior to the commencement of the first work schedule, it must in any event be given within the first working day of such absence.

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To all regular employees meeting the above requirements the Company will provide **sick pay** for continuous service on the following bases -

Less than six months' service	Nil
After six months' continuous service but less than one year	1 week
After one year's continuous service but less than five years	2 weeks
After five years and before ten years	5 weeks
After ten years and before fifteen years	7 weeks
After fifteen years and before twenty years	9 weeks
After twenty years and before twenty-five years	10 weeks
After twenty-five years and before thirty years	11 weeks
After thirty years and before thirty-five years	12 weeks
After thirty-five years and before forty years	13 weeks
After forty years	14 weeks



The right is reserved by **the Company** to discipline any employee and/or withhold any **sick** pay benefit to such **employee** who **is found** to be taking undue advantage of the **sick pay provision**. The right of the Company is further reserved to cancel, suspend, or modify the sick pay provisions at the expiration of this agreement, or any renewal thereof, and in particular should **it** become evident to the sole satisfaction of Management that employees are taking unwarranted advantage of the arrangement.

ARTICLE XVI

DURATION OF AGREEMENT

16.01 This agreement shall become effective ~~on 1992-01-01~~ and shall continue in full force and effect until ~~1993-12-31~~ and thereafter from year to year unless, within 60 days **prior to the** expiration date of the agreement, notice is given by either party to the other **party** of their intention to revise, amend or terminate this agreement. The said notice may be given to the Company by registered mail addressed to Union Gas Limited, **Chatham**, Ontario, or to the Union by registered mail addressed to the appropriate local or Locals of the Energy and Chemical Workers' Union.

N **WITNESS THEREOF** the parties hereto have signed as evidenced by the signatures of their proper officers duly authorized on that behalf.

FOR THE COMPANY

M. TERNOVAN

Manager, Employee and
Labour Relations

R. D. SEYMOUR

Manager, Manager, Eastern
Regions

D. S. HEATH

Manager, Central Region
Operations

T. R. MCNICOL

Manager, Salary & Incentive
Programs

R. L. WHITWHAM, P.Eng.

Manager,
Labour Relations

R. D. PARKER, P.Eng.

Manager, Gas Supply Operations

FOR THE UNION

J. McNEILL

Local **914**
R. MCVEA

Local **633**
G. HEWSON

Local **758** (Hourly Unit)
W. GRAHAM

Local **938** (Hourly Unit)
G. STOVER

Local **999** (Chatham Unit)
D. PIERCE

Local **999** (Dunnville Unit)
D. MANDERSON

Local **999** (Production Unit)
R. SMELSER

Local **5** (Hourly Unit)
J. WILSON

Local **764**
M. WATERHOUSE

Local **56**
J. TUCKEY

President, Union Gas
Workers' Council
D. MOFFAT

E.C.W.U. Representative

APPENDIX "A"
SERVICE DEPARTMENT

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GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB. 23/92	JAN. 3/93
101	Special Service Representative			\$ 20.84	\$ 21.26
102	Special Service Representative			20.84	21.26
111	Customer Service Representative	Class 1A		20.42	20.82
121	Customer Service Representative	Class 1	Over 18 mos.	19.86	20.26
122	Customer Service Representative	Class 1	12 mos.	18.66	19.03
131	Customer Service Representative	Class 2	Over 3 yrs.	18.66	19.03
132	Customer Service Representative	Class 2	Over 9 mos. for period of 1 yr.	17.90	18.26
133	Customer Service Representative	Class 2	9 mos.	17.06	17.40
148	Customer Service Representative	Class 3	6 mos.	16.45	16.78
158	Customer Service Representative	Trainee	6 mos.	15.95	16.27
159	Customer Service Representative	*Trainee	Probation	15.48	15.78
161	Appl. & Inst. Insp.		Over 2 yrs.	19.35	19.74
162	Appl. & Inst. Insp.		2nd yr.	18.21	18.57
163	Appl. & Inst. Insp.		1st yr.	17.06	17.40
181	Service Clerk (off shift)		Over 1 yr.	18.19	18.55
182	Service Clerk (off shift)		Next 9 mos.	16.47	16.80
189	Service Clerk (off shift)		Probation	15.83	16.15
191	Meter Reader		Over 1 yr.	18.22	18.59
192	Meter Reader		Next 9 mos.	16.50	16.83
199	Meter Reader		Probation	15.86	16.18
100	Summer Student			10.50	10.50

- Normal progression within these classifications only. All other jobs filled to establishment only.
Progression from one classification to another is subject to passing qualifying examination.

APPENDIX "A"

MAINTENANCE & CONSTRUCTION DEPARTMENT

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	FEB. 2003	MARCH 2003
201	Welder Maintenance	350		\$ 20.84	\$21.26
208	Welder	In Training	See Note	See Note	See Note
211	Crew Leader			20.84	21.26
221	Maintenance Representative	"Class 1	Over 1 yr.	19.86	20.26'
222	Maintenance Representative	"Class 1	1st yr.	18.66	19.03
231	Maintenance Representative	Class 2	Over 3 yrs.	18.66	19.03
232	Maintenance Representative	"Class 2	2nd yr.	17.90	18.26
233	Maintenance Representative	"Class 2	1st yr.	17.06	17.40
248	Maintenance Representative	"Class 3	Next 6 mos.	16.45	16.78
258	Maintenance Representative	"Helper	Next 3 mos.	15.95	16.27
259	Maintenance Representative	"Helper	Probation	15.48	15.78
281	Construction Labour Pool			13.89	14.17
100	Summer Student			10.50	10.50

- Normal progression within these classifications only. All other jobs filled to establishment only.
Progression from one classification to another is subject to passing qualifying examination.

NOTE - Individuals selected for Welder In Training will maintain the current rate of pay for the job classification they were in at time of transfer. Progression to Welder Maintenance (with appropriate tickets) is subject to obtaining necessary qualifications for this level and is subject to passing qualifying examinations.

APPENDIX "A"

SERVICE CENTRE DEPARTMENT

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB.23/92	JAN.3/93
301	Stockkeeper		Over 1 yr.	\$ 19.35	\$19.74
302	Stockkeeper		1styr.	17.29	17.64
311	Ass't Stockkeeper		Over 2 yrs.	18.22	18.59
312	Ass't Stockkeeper		2nd yr.	17.44	17.79
313	Ass't Stockkeeper		Next 9 mos.	16.71	17.05
319	Ass't Stockkeeper		Probation	15.86	16.18
321	Branch Warehouse Attendant (after normal Warehouse Attendant progression)			18.22	18.59
331	Warehouse Attendant		2nd yr & over	17.77	18.13
332	Warehouse Attendant		Next 9 mos.	16.35	16.67
339	Warehouse Attendant		Probation	15.55	15.86
341	Building Attendant		Over 2 yrs.	18.53	18.90
342	Building Attendant		2nd yr.	17.75	18.10
343	Building Attendant		Next 9 mos.	17.02	17.36
349	Building Attendant		Probation	16.17	16.49
351	Vehicle Mechanic		Over 1 yr.	19.86	20.26
352	Vehicle Mechanic		Next 9 mos.	18.62	18.99
359	Vehicle Mechanic		Probation	17.66	18.02
361	Garage Attendant		Over 1 yr.	17.19	17.53
362	Garage Attendant		Next 9 mos.	16.06	16.38
369	Garage Attendant		Probation	15.59	15.90
371	Grounds Attendant		Over 1 yr.	17.19	17.53
372	Grounds Attendant		Next 9 mos.	16.06	16.38
379	Grounds Attendant		Probation	15.59	15.90
381	Caretaker		Over 1 yr.	17.19	17.53
382	Caretaker		Next 9 mos.	16.06	16.38
389	Caretaker		Probation	15.59	15.90
100	Summer Student			10.50	10.50

APPENDIX "A"

GAS SUPPLY OPERATIONS DEPARTMENT

DE	CLASSIF- ICATION	PROGRESSION	WAGERATES FEB.23/82 - JAN.3/83	
'0.	JOB TITLE			
01	Welder Prod.& Trans. Dept.		\$ 20.84	\$21.25
	Welder	In Training	18.53	18.90
	Welder	In Training	16.93	17.27
19	Welder	In Training	16.33	16.65
	Heavy Equipment Operator (when so engaged)		20.29	20.70
	Driller (when so engaged)		20.04	20.44
21	Crew Leader		20.84	21.25
J1	Field Rep	*Class 1	Over 1 yr.	19.86 20.26
J2	Field Rep	*Class 1	1st yr.	18.66 19.03
41	Field Rep	Class 2	Over 3 yrs.	18.66 19.03
42	Field Rep	*Class 2	2nd yr.	17.90 18.26
J3	Field Rep	*Class 2	1st yr.	17.06 17.40
J8	Field Rep	*Class 3	Next 6 mos.	16.45 16.78
J8	Field Rep	*Helper	Next 3 mos.	15.95 16.27
J9	Field Rep	*Helper	Probation	15.48 15.78
81	Construction Labour Pool		13.89	14.17
71	Vehicle Mechanic		Over 1 yr.	19.86 20.26
72	Vehicle Mechanic		Next 9 mos.	18.62 18.98
79	Vehicle Mechanic		Probation	17.66 18.02
01	Stockkeeper		Over 3 yrs.	19.35 19.74
02	Stockkeeper		3rd yr.	18.31 18.68
03	Stockkeeper		2nd yr.	17.56 17.91
05	Stockkeeper		Next 9 mos.	16.86 17.20
09	Stockkeeper		Probation	16.04 16.36
31	Warehouse Attendant		2nd yr. & over	17.77 18.13
32	Warehouse Attendant		Next 9 mos.	16.35 16.67
39	Warehouse Attendant		Probation	15.55 15.86
00	Summer Student		10.50	10.50

Normal progression within these classifications only. All other jobs filled to establishment only.

Progression from one classification to another is subject to passing qualifying examination.

APPENDIX "A"

GAS SUPPLY OPERATIONS DEPARTMENT

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB.23/92	- JAN.3/93
501	Chief Operator	"Class 1	Over 18 mos.	\$21.82	\$22.26
502	Chief Operator	'Class 1	Next 6 mos.	21.04	21.46
503	Chief Operator	*Class 1	1st yr.	19.95	20.35
561	Chief Operator	'Class 2	2nd yr.	18.53	18.90
562	Chief Operato	*Class 2	1st yr.	17.41	17.76
563	Chief Operator	*Class 3	Next 9 mos.	16.68	17.02
569	Chief Operator	'Class 3	Probation	15.83	16.15
Dawn Plant					
511	Plant Operator	*Class 1	Over 1 yr.	21.04	21.46
512	Plant Operator	*Class 1	1st yr.	19.95	20.35
551	Plant Operator	*Class 2	2nd yr.	18.53	18.90
552	Plant Operator	'Class 2	1st yr.	17.41	17.76
553	Plant Operator	'Class 3	Next 9 mos.	16.68	17.02
559	Plant Operator	'Class 3	Probation	15.83	16.15
Trafalgar Plant					
805	Traf.Crew Leader			21.57	22.00
811	Compressor Op.	*Class 1	Over 1 yr.	21.04	21.46
812	Compressor Op	*Class 1	1st yr.	19.74	20.13
851	Compressor Op	'Class 2	2nd yr.	18.53	18.90
852	Compressor Op	'Class 2	1st yr.	17.41	17.76
853	Compressor Op.	'Class 3	Next 9 mos.	16.68	17.02
859	Compressor Op	'Class 3	Probation	15.83	16.15

APPENDIX "A"

GAS SUPPLY OPERATIONS DEPARTMENT

Retro to Jan 1/92

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB. 23/92	JAN. 3/93
571	Grounds Attendant		Over 1 yr.	\$17.19	\$17.53
572	Grounds Attendant		Next 9 mos.	16.06	16.38
579	Grounds Attendant		Probation	15.59	15.90
941	Building Attendant		Over 2 yrs.	18.53	18.90
942	Building Attendant		2nd yr.	17.75	18.10
943	Building Attendant		Next 9 mos.	17.02	17.36
949	Building Attendant		Probation	16.17	16.49
591	Crew Leader			21.20	21.62
	Turbine Plant				
581	Turbine Operator	Class 1	Over 3 yrs.	20.64	21.06
582	Turbine Operator	Class 2	3rd yr.	19.98	20.38
583	Turbine Operator	Class 2	2nd yr.	18.93	19.31
584	Turbine Operator	Class 3	Next 6 mos.	17.91	18.27
588	Turbine Operator	Class 3	Next 3 mos.	16.89	17.23
589	Turbine Operator	Class 3	Probation	15.83	16.15
681	Plant Mechanic	Class 1	Over 1 yr.	21.04	21.46
682	Plant Mechanic	Class 1	1st yr.	19.95	20.35
683	Plant Mechanic	Class 2	2nd yr.	18.53	18.90
687	Plant Mechanic	Class 2	1st yr.	17.41	17.76
688	Plant Mechanic	Class 3	Next 9 mos.	16.68	17.02
689	Plant Mechanic	Class 3	Probation	15.83	16.15
281	Construction Labour Pool			13.89	14.17
100	Summer Student			10.50	10.50

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Normal progression within these classifications only.

Progression from one classification to another is subject to passing qualifying examination.

APPENDIX "A"

GAS SUPPLY OPERATIONS DEPARTMENT

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB.23/92	JAN.3/93
401	Industrial Meter Repairer		Over 1 yr.	\$19.27	\$19.66
402	Industrial Meter Repairer		1st yr.	18.39	18.75
411	Regulator Repairer		Over 1 yr.	19.27	19.66
412	Regulator Repairer		1st yr.	18.39	18.75
421	Meter Repairer		Over 6 mos.	18.36	18.72
428	Meter Repairer		1st 6 mos.	17.67	18.02
441	Meter Van Driver		Over 1 yr.	18.36	18.72
442	Meter Van Driver		Next 6 mos.	17.41	17.76
448	Meter Van Driver		Next 3 mos.	16.68	17.02
449	Meter Van Driver		Probation	15.83	16.15
451	Stock Attendant		Over 2 yrs.	18.75	19.13
452	Stock Attendant		2nd yr.	17.41	17.76
458	Stock Attendant		9 mos.	16.68	17.02
459	Stock Attendant		Probation	15.83	16.15
481	Caretaker	Over 1 yr.	17.19	17.53	
482	Caretaker	Next 9 mos.	16.06	16.38	
489	Caretaker	Probation	15.59	15.90	
100	Summer Student			10.50 - 10.50	

- **Normal** progression within these classifications only. All other jobs filled to establishment only.
Progression from one classification to another is subject to passing qualifying examination.

APPENDIX 'A'

HAMILTON LOCAL 633 ONLY

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES	
				FEB.23/92	JAN.3/93
291	Tool Crib Attendant		Over 2 yrs.	\$18.19	18.55
292	Tool Crib Attendant		2nd yr.	17.41	17.76
293	Tool Crib Attendant		Next 9 mos.	16.68	17.02
299	Tool Crib Attendant		Probation	15.83	16.15
261	Leak Surveyor		Over 1 yr.	18.53	18.90
262	Leak Surveyor		Next 9 mos.	17.11	17.45
269	Leak Surveyor		Probation	16.31	16.63
031	Meter Setter'		Over 2 yrs.	19.35	19.74
032	Meter Setter'		2nd yr.	18.59	18.96
033	Meter Setter"		1st yr.	17.75	18.11
011	Fitter	"Class 1	Over 1 yr.	19.86	20.26
012	Fitter	"Class 1	1st yr.	18.66	19.03
021	Fitter	Class 2	Over 3 yrs.	18.66	19.03
022	Fitter	"Class 2	2nd yr.	17.90	18.26
023	Fitter	'Class 2	1st yr.	17.06	17.40
041	Appliance Truck Driver		Over 1 yr.	17.77	18.13
042	Appliance Truck Driver		Next 9 mos.	16.35	16.67
049	Appliance Truck Driver		Probation	15.55	15.86
100	Summer Student			10.50	10.50

* Normal progression within these classifications only. All other classifications filled to establishment only.

Promotion within classifications and transfer from one classification to another is subject to passing qualifying examinations.

APPENDIX "B"

CONSTRUCTION LABOUR POOL EMPLOYEES TEMPORARY EMPLOYEES & CONTINUOUS PART-TIME EMPLOYEES

WAGES, HOURS OF WORK AND WORKING CONDITIONS

1. The following provisions of this agreement apply to **Construction Labour Pool Employees**, Temporary Employees and **Continuous Part-Time Employees**.

- A. Deduction of Union Dues
Article III, Section 3.01
- B. Reservation to Management
Article V, All Sections
- C. Special Articles of Working Apparel
Article XIV, Section 14.16

2. Additional provisions applying to **Construction Labour Pool** Employees.

- A. A separate seniority list shall be maintained which shall apply to those employees classified as "Construction Labour Pool", and such seniority shall be computed from the date of hiring following a probationary period of his thirty (30) days of work.

Subject to the following, employees on the separate seniority list shall not be considered to have seniority for the purposes of promotion to or replacement of employees in other **jobs** in the Bargaining Unit.

- B. In the event of a lay off in the Construction Labour Pool employees shall be laid off in the reverse order of seniority, providing the employees retained are willing and able to do the work available.
- C. In the event of a recall after lay off in the Construction Labour Pool the reverse of the layoff procedure shall be followed.
- D. Employees on the Construction Labour Pool Seniority List shall have preference in hiring over new employees in the Construction Labour Pool providing such employees apply for re-employment on or after March 1st in any year in which he wishes employment. Employees on the Construction Labour Pool Seniority List, who do not apply for re-employment prior to the 1st day of April in any year may be struck off such Seniority List.
- E. An employee on the Construction Labour Pool Seniority List who has been on the payroll between the 16th day of April and the 15th day of December in any one year, if retained in the Company's employment after the 15th day of December, shall be transferred to the regular seniority list and appointed to the regular staff; the seniority of such employee shall be dated back to the date he first commenced to work for the Company in the year in which he qualifies.
- F. Hourly rate of pay provided in Appendix "A".

- G. After completion of **three months of work in the year**, Construction Labour Pool Employees will be entitled to pay for **recognized holidays for those holidays occurring after the three month period and within their work term. Such holiday payment shall be computed in accordance** with and subject to the provisions of Article XII of the collective agreement.
- H. After completion of three **(3)** months of work in the year Construction Labour Pool Employees will be entitled to Bereavement Pay provisions of Section **14.04** of the collective agreement in case of death in the immediate family of a Construction Labour Pool Employee within their work term.
- I. Construction Labour Pool Employees who are subsequently hired within a **6** month period following termination, to fill a vacancy in the regular staff, shall serve a probationary period of three months reduced by the equivalent amount of service completed as a Construction Labour Pool Employee. Upon completion of the probationary period, the employee's seniority date shall be established giving credit for a maximum of **3** months equivalent credit for service as a Construction Labour Pool Employee.
- J. After completion of **three (3)** months of work in the year, Construction Labour Pool Employees will be entitled to a safety shoe allowance in accordance with the provisions of Article XIV, Section **14.14**.

3. Additional provisions applying to Temporary Employees
 - A. The Company will notify the Bargaining Unit in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.
 - B. Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of 90 days of work in any 12 month period, commencing from the date of hire or commencement of employment in such period. Should a Temporary Employee not be terminated as provided above, he shall become a regular employee and the seniority date shall be dated back to the most recent date of hire.

Employees, who were employed as Temporary Employees, who are subsequently hired within a six (6) month period following termination, to fill a vacancy in the regular staff, will have the normal three (3) month probationary period reduced by the amount of service completed as a Temporary. Upon completion of the Probationary period the employee's Company service date shall be dated back to the date of commencement of the Probationary period or the date of hiring to the vacancy in regular staff, whichever is applicable. For the purpose of establishing the individual's Union seniority date, such employees will be granted a maximum of 3 months' credit for service as a temporary employee.
 - C. Temporary employees will be paid the Probationary rate of pay for the classification for which they are employed as provided in Appendix "A" of the collective agreement

4. Additional provisions applying to Construction Labour Pool Employees and Temporary Employees.

A. **HOURS OF WORK**

Construction Labour Pool Employees and Temporary Employees will work as either Day Workers or Shift Workers in accordance with the hours specified for Regular Employees.

B. **OVERTIME**

The Company will pay overtime rates for Construction Labour Pool Employees and Temporary Employees at the applicable overtime rate specified in Section 11.10 of the collective agreement.

C. **SHIFT PREMIUM**

When Construction Labour Pool Employees and Temporary Employees are required to work regularly scheduled shift hours for which a shift premium is payable under the collective agreement they will be paid shift premium in accordance with the provisions of Article XI, Section 11.07 of the collective agreement

D. **GRIEVANCE PROCEDURE**

Construction Labour Pool Employees and Temporary Employees will be entitled to the provisions of Articles VII and VIII of the collective agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

5. Additional provisions applying only to Continuous **Part-Time** Employees.

- 88
- A. A separate seniority list shall be **maintained** and posted for those employees classified as "Continuous **Part-Time**", whose seniority shall be computed from the date of hiring after having completed a probationary period of three hundred and twelve (312) hours worked. Subject to the following, employees on such separate seniority list shall not be considered to have seniority for the purposes of promotion to or replacement of employees in other jobs in the Bargaining Unit.
 - B. In the event of a lay off of Continuous **Part-Time** Employees, such employees shall be laid off in reverse order of seniority, providing there are available Continuous **Part-Time** Employees with greater seniority who are sufficiently qualified, willing and able to do the work required.
 - C. In the event of a recall after lay off of Continuous **Part-Time** Employees, the reverse of the lay off procedure shall be followed providing such employees are sufficiently qualified, willing and able to do the work required.
 - D. Continuous **Part-Time** Employees will be paid the rate of pay for the classification in which they are employed as provided in Appendix "A" of the Collective Agreement. Progression will be limited to and within those classifications listed in Appendix "A", and under normal circumstances, progression within the classification and

from one classification to another will be in accordance with such progression based on actual hours worked providing also that the employee meets the qualifications of such classifications in the line of progression.

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E. Scheduling of daily starting times, the minimum or maximum daily hours of work, and the scheduling of such days of work for Continuous Part-Time Employees shall be at the discretion of management. Work schedules for Continuous Part-Time Employees will be posted at least two (2) weeks in advance and if such schedules are changed by the Company with less than forty-eight (48) hours notice, the change of schedule provisions of this collective agreement will apply.

F. **OVERTIME**

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Overtime rates shall be paid for all hours worked in excess of eight (8) hours per day and twenty-four (24) hours per week, except in the latter case where a Continuous Part-Time Employee is acting as a replacement in which case he shall receive overtime after forty (40) hours per week.

G. **GRIEVANCE PROCEDURE**

Continuous Part-Time Employees will be entitled to the provisions of Article VI and VIII of the Collective Agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

- H. a) All Continuous Part-Time vacancies and newly created Continuous Part-Time jobs coming within the scope of this agreement will be posted on Company bulletin boards. If no regular full-time employee is named as the successful applicant to such posted vacancy, the Continuous Part-Time Employee with the greatest seniority who has made application for the vacancy shall be given preference provided he/she is able to meet the normal requirements and qualifications for the job.
- b) Continuous Part-Time Employees interested in employment as a Regular Employee may make application for such employment in accordance with the provisions of Article X, Section 10.02 (a), when a vacancy occurs. Applications from Continuous Part-Time Employees will only be considered for posted vacancies if there is no successful applicant from Regular Employees as provided for in Article X. In situations where it is appropriate to consider the applications for a posted vacancy from Continuous Part-Time Employees, the individual with the greatest seniority as a Continuous Part-Time Employee shall be given preference provided he/she is able to meet the normal requirements and qualifications of the job.

- I. Continuous Part-Time Employees hired to fill a regular full-time vacancy shall serve a probationary period of three months reduced by the equivalent amount of cumulative full-time service completed as a Continuous Part-Time Employee. Upon completion of the probationary period, the employee's seniority shall be established giving credit for a maximum of 3 months equivalent credit for service as a Continuous Part-Time Employee.
- J. Continuous Part-Time Employees will be eligible for participation in the Energy & Chemical Workers' Union new Members' Orientation Program as set out in Article II, Section 2.06.
- K. Continuous Part-Time Employees will be provided with a safety footwear allowance in accordance with Section 14.14.
- L. 1. Continuous Part-Time Employees hired prior to 1991 will be entitled to annual vacations with pay as follows; and it will be computed on the CPT employee schedule not to exceed twenty-four (24) hours per week times the employee's straight time rate.
 - (i) Two (2) weeks vacation after completion of one (1) or more years continuous part-time service.
 - (ii) Three (3) weeks vacation after completion of five (5) or more years of continuous part-time service.
 - (iii) Four (4) weeks vacation after completion of ten (10) or more years of continuous part-time service.

- (iv) Five (5) weeks vacation after completion of twenty (20) or more years of continuous part-time service, up to and including the calendar year in which ~~twenty-eight (28)~~ years of continuous part-time service is completed.
 - (v) Six (6) weeks vacation after twenty-nine (29) years of continuous part-time service and during each succeeding year of continuous part-time service.
- L. 2. Continuous Part-Time Employees hired in 1991 and in subsequent years will receive vacation with pay on the basis of a Continuous Part-Time Employee's normal scheduled weekly hours times his/her straight time rate and shall be granted subject to the following:
 - a. Upon satisfactory completion of probation new Continuous Part-Time Employees shall be entitled to vacation with pay on the basis of one (1) part-time day for every thirty-six (36) calendar days of Continuous Part-Time employment completed during the calendar year in which they were hired. For Continuous Part-Time Employees who complete the probation in the second calendar year of employment, earned vacation entitlements will be taken at that time or shortly following the time after completion of probation. Such vacation entitlements may not be added to, and taken with, future vacation entitlements.

- b. During the second year and up to and including the calendar year in which four (4) years of Continuous Part-Time service are completed, each Continuous Part-Time Employee will be entitled to two (2) weeks Continuous Part-Time vacation subject to employment continuing throughout the year.
- c. During the calendar year in which five (5) years of Continuous Part-Time Service are completed and up to and including the calendar year in which nine (9) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to three (3) weeks vacation subject to employment continuing throughout the year.
- d. During the calendar year in which ten (10) years of Continuous Part-Time Service are completed and up to and including the calendar year in which nineteen (19) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to four (4) weeks vacation subject to employment continuing throughout the year.

e. During the calendar year in which twenty (20) years of Continuous Part-Time Service are completed and up to and including the calendar year in which twenty-nine (29) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to five (5) weeks vacation subject to employment continuing throughout the year.

M. Continuous Part-Time Employees will be eligible to receive two (2) scheduled Paid Personal Days off in accordance with Section 14:13 (Section 14.13 (c) shall not be applicable) with pay prorated on the basis of the employee's daily regular hours of work.

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UnionGas

LETTERS OF UNDERSTANDING INDEX

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LETTER NO. 18	GAS SUPPLY REORGANIZATION

Union Gas Limited
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LETTER NO. 1

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave:

During the 1983-84 negotiations for renewal of the existing Collective Agreements, the manner of the use of Continuous Part-Time Employees and the inclusion of such employees in the bargaining units was discussed at length. The purpose of this letter is to indicate the manner in which Continuous Part-Time Employees would be utilized.

Continuous Part-Time Employees will normally be used during peak periods and to meet the Company's requirements in order to provide a more efficient operation. Continuous Part-Time Employees will normally work twenty four (24) hours per week or less except where used as replacement and during emergencies. Should a C.P.T. be required beyond 24 hours as a replacement or for an emergency, the local Union will be consulted regarding the facts of the situation including the hours worked.

Continuous Part-Time Employees will be provided with vacation and public holidays in accordance with the regulations of the Employment Standards Act, Ontario.

During the term of the negotiated agreements, the parties agree to meet and discuss any concerns which may arise with respect to Continuous Part-Time Employees.

Yours truly,



M. Ternovan,
Manager,
Employee & Labour Relations

MT/afh

880
/Act 1

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LETTER NO. 2

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willoowdale, Ontario
M2J 1P9

Dear Dave:

This Letter of Understanding will confirm the Company's intentions regarding the employment of certain students for summer employment opportunities in the areas of the Company represented by the Energy and Chemical Workers' Union which may exist from time to time as conditions allow.

The objective of this program is to afford an employment opportunity for the sons and daughters of employees and retirees of the Company who are currently attending university or college full time and who will be returning to full time attendance at university or college in the Fall.

Students employed in these areas will be hired and paid in accordance with the provisions of Section 14.17 Operational Collective Agreement and Section 14.16 Clerical Collective Agreement.

Yours truly,



MY/afh

M. Yarnovan,
Manager,
Employee & Labour Relations

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LETTER NO. 3

1992-01-07

Union Gas

**MEMORANDUM OF AGREEMENT
BETWEEN
UNION GAS LIMITED
&
HERBERT CHEMICAL WORKERS' UNION
LOCALS 5, 56, 633, 758, 764, 914, 938, 999**

This memorandum is written to confirm an agreement between the parties regarding the assignment of work across Union Local jurisdictional boundary lines. The Union understands and agrees that it is necessary from time to time to assign employees to perform work outside the area, historically acknowledged as their Union Locals' area of jurisdiction. In making such assignments, Management will give due consideration to the rights of an employee as granted under the Collective Agreement in force, and under normal circumstances will require only that employees cross jurisdictional boundaries to perform work of a temporary or specialized nature.

This Agreement has no application whatsoever to the change in Report Base/Transfer of Work situations which are dealt with in a separate arrangement dated February 21, 1986.

To further clarify the understanding of the effects of such assignments across jurisdictional boundary lines, the following is agreed to:

1. Employees on call will not be required to cross the jurisdictional boundary of their bargaining unit.
2. Employees working on the night shift will not be required to cross the jurisdictional boundary of their bargaining unit.
3. The crossing of bargaining unit lines of jurisdiction will not interfere with the promotional opportunities of bargaining unit employees.
4. The Company will supply transportation to employees directed to cross their bargaining unit lines of jurisdiction.
5. Time taken travelling to/from a location outside the normal areas of jurisdiction will be paid at the appropriate rate from his/her normal reporting base.

MEMORANDUM OF AGREEMENT (cont'd)

If major problems arise in the administration of this Memorandum of Agreement, it will be subject to review for the purpose of possible revision upon 30 days notice by either party.

FOR THE UNION

[Signature]
LOCAL 999 CHATHAM UNIT
G. STOVER

[Signature]
LOCAL 999 DUNNVILLE UNIT
D. PIERCE

[Signature]
LOCAL 999 PRODUCTION UNIT
D. HENDERSON

[Signature]
LOCAL 833
R. McVEA

[Signature]
G. HENSON
LOCAL 758
G. HENSON

[Signature]
LOCAL 764
J. WILSON

[Signature]
LOCAL 938
W. GRAMM

[Signature]
LOCAL 5
R. SKELESER

[Signature]
LOCAL 914
J. McNEILL

[Signature]
LOCAL 86
M. WATERHOUSE

D. Moffat
NATIONAL REPRESENTATIVE
E.C.M.U.
D. MOFFAT

FOR THE COMPANY

[Signature]
K. TERNOVAN, MANAGER,
EMPLOYEE & LABOUR RELATIONS

[Signature]
R.D. REYNOLDS, MANAGER,
EASTERN REGION

[Signature]
D.S. HEATH, MANAGER,
CENTRAL REGION OPERATIONS

[Signature]
T.R. MONTGOMERY, MANAGER,
SALARY & INCENTIVE PROGRAMS

[Signature]
R.L. WHITMAN, P. ENG.,
MANAGER, LABOUR RELATIONS

[Signature]
R.D. PARKER, P. ENG.,
MANAGER, GAS SUPPLY OPERATIONS

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LETTER NO. 4

1992-01-07

UnionCas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave: RE: Loss of Driver's Licence

The Company and the Union recognise that the suspension of a driver's licence in many cases reduces the usefulness of an employee in his or her work.

However, in some instances, adjustments in work assignments may be made to enable the employee to perform his or her normal level of duties. Each case will be carefully reviewed locally on its own merits with a view to, wherever practical, maintaining the employee's normal pay level or minimize any pay reduction necessitated by the employee's inability to perform his or her full range of duties.

Yours truly,



H. Tarnovan,
Manager,
Employee & Labour Relations

MT/asb

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LETTER NO. 5

1992-01-07

UnionGas

TO: Mr. D. Moffat,
National Representative,
E.C.W.U.
&
President/Unit Chairperson
Each Local - E.C.W.U.

This is to confirm an understanding reached during 1969 negotiations, when the Union sought a procedure whereby employees would be allowed to make application for jobs which have been posted outside their Union Local's area of jurisdiction or in another unit within the same Local. This understanding was expanded during 1975 and 1990 negotiations.

It was explained to the Union that the Company, in the past, has received and considered applications from employees for employment in various areas or locations of the Company other than the area or location in which the employee is employed. This has resulted in employees transferring to a requested area or location. Following is an understanding of the Company's position:

In the event of an employee wishing to transfer from one area or location of the Company to another, he/she may file with the Human Resources Department a written application requesting such transfer. In the event of a vacancy occurring in the area or location into which the employee wishes to transfer, the Company will give consideration to such employee's application before a new employee is hired to fill the vacancy. The Company shall retain such applications for transfer on file for a period of one year and shall consult such file when considering hiring new employees. Any employee so transferred will be placed in the new job according to his experience and ability, but shall not be required at the time to take a decrease in pay greater than 10 percent of the rate being received at the time of transfer. Further, an employee

receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification. Employees selected for appointment as a result of this procedure will be required to relocate, if necessary, at their own expense and provide their own transportation in order to be available for the work assignments in their new area.

Yours truly,



M. Ternovan,
Manager,
Employee & Labour Relations

MT/afh

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LETTER NO. 6

1992-01-07

UnionGas

TO: Mr. D. Moffat
National Representative
E.C.W.U.
&
President of Each Local
E.C.W.U.

This letter is to confirm an understanding reached between the Company and the Union during 1983-84 negotiations in respect to the disciplinary record of employees.

The Company gives an undertaking not to use the disciplinary record of an employee which exceeds a three year period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

Yours truly,



M. Tarnovan,
Manager,
Employee & Labour Relations

WT/afh



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LETTER NO. 7

1992-01-07

UnionCas

Mr. M. Turnovan,
Manager, Employee & Labour Relations,
Union Gas Limited,
50 Neil Drive North,
Chatham, Ontario
N7M 5M1

RE: Seniority of Unionized Employees

As indicated by signature, the following Locals/Units agree to a reciprocal arrangement in the recognition and acceptance of Union seniority where a transfer of an employee between Locals occur.

E.C.W.U. Local 914 _____
E.C.W.U. Local 999 (Production) _____
E.C.W.U. Local 999 (Chatham) _____
E.C.W.U. Local 999 (Dunnville) Delia
E.C.W.U. Local 999 (Chatham Cl.) Neil Glassford
E.C.W.U. Local 764 W. H. H.
E.C.W.U. Local 5 (Clerical) Don Amela
E.C.W.U. Local 5 (Operational) Don Amela
E.C.W.U. Local 56 W. H. H.

In addition, the following Locals/Units recognize Union seniority of employees transferring from any Local or Unit.

E.C.W.U. Local 633 Don Amela
E.C.W.U. Local 758 (Operational) _____
E.C.W.U. Local 758 (Clerical) Don Amela
E.C.W.U. Local 938 (Operational) Don Amela
E.C.W.U. Local 938 (Clerical) P. Donlan

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LETTER NO. 9

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario M2J 1P9

Dear Dave:

During the 1983-84 negotiations for renewal of the existing Collective Agreements, the parties reached an understanding regarding regular full time roles which may become redundant and subsequently designated as a Continuous Part-Time role.

In those situations described above, the redundant full time employee may choose to fill any vacant role within the bargaining unit for which they qualify; to exercise his/her seniority rights in accordance with the Collective Agreement; or to remain in his/her role at the normal rate of pay for such role for up to six (6) months after the date the role was scheduled to become redundant.

Should a vacancy occur in the regular full time staff within this six (6) month period and after the posting procedure has been completed, the redundant employee may elect to fill such a vacancy subject to meeting normal qualifications of the role. Such employees shall be paid not less than his regular rate of pay for the job which he occupied immediately prior, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to the employee's current step in the grade of the job.

Following completion of the six month period, the redundant employee would then exercise his/her seniority rights in accordance with the provisions of the Collective Agreement.

Yours truly,



M. Tarnovan,
Manager,
Employee & Labour Relations

MT/afh

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/ 9

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LETTER NO. 10

1992-01-07

UnionGas

Mr. D. Moffat
National Representative
E.C.W.U.
&
President of Each Local
E.C.W.U.

RE: Letter of Understanding - Examination

During the 1989-90 negotiations, the Union and the Company discussed principles governing progression examinations. As a result of these examinations, the following was agreed to:

1. Examinations for progression will be based on the subject matter that is relevant to the duties performed by the classification.
 2. Employees required to write progression examinations will be provided training and/or field exposure on the subject matter covered by the examinations. This preparation will be to a minimum standard established for the classification.
 3. Employees required to write progression examinations will be given at least 30 days prior notice.
 4. In the Customer Service Department, the progression requirements as of this date include the passing of Company examinations at the following progression levels:
 - i) prior to progression to Grade 148, Service Representative Class III
 - ii) prior to progression to Grade 133, Service Representative Class II, nine months
 - iii) prior to progression to Grade 132, Service Representative Class II, over nine months
 - iv) prior to progression to Grade 122, Service Representative Class I, first year
 - v) prior to progression to Grade 111, Service Representative Class Ia
- 250

- 2 -

This schedule of examinations does not alter the requirements as described under the appropriate section of the Collective Agreement but rather is an expression of the practice in effect as it relates to examinations. Should this schedule be changed, Management representatives will meet with the local Union prior to implementation for the purpose of reviewing the change and the details of the revised requirements.

Progression examinations in the Customer Service Department (except for progression to Grade 148 & Grade 111) and Maintenance and Construction Department shall be scheduled on a twice annual basis. Upon successful completion of the progression examination, increases will become effective on the employee's normal progression date.

Should an employee be unsuccessful in passing a progression examination, that employee's progression date will be retarded by six months and progression will be subject to passing the appropriate progression examination.

Yours truly,



M. Ternovan,
Manager,
Employee & Labour Relations

MT/afh

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LETTER NO. 11

1992-01-07

UnionGas

Mr. D. Moffat
National Representative
E.C.W.U.
&
President of Each Local
E.C.W.U.

RE: Memorandum of Intent

The Company made proposals for language changes during 1970-71 negotiations for renewal of the Collective Agreements to clarify the intent of certain sections of the Hours of Work and Overtime Article. Specifically, these changes dealt with the application and operation of the overtime provisions as well as the change in shift without 48 hours prior notice section. The proposed changes were prompted by the fact that misunderstandings had arisen in the application of the existing contract language.

It was agreed by the Company that withdrawal of their proposals and acceptance of essentially all the contract language dealing with overtime and change in shift as it appears in the agreements expiring December 31, 1970, would be based on the following agreement of intent respecting these items.

1. All shift and work schedules presently in operation will continue without the Company incurring any overtime or change in shift premium as a result of working the scheduled hours regardless of the hours or days worked.
2. The Company and Union agree that the penalty for change in shift and the overtime premiums will, in principle, be applied in accordance with the examples contained in Schedule 1 attached.

- 2 -

3. The daily clock, for purposes of determining the applicable overtime rate for overtime work performed during such daily period, will commence with the starting time indicated on the posted work schedule for that day, or with the starting time for the change in the employees' scheduled hours as a result of a change in such scheduled hours.

Example: Clause 3

(1)	(2)	(3)	(4)	(5)	(6)	(7)
8-4	8-4	8-4	4-12	4-12	1st day of rest	2nd day of rest

Daily clock for overtime purposes commences at 8 a.m. on days 1-2-3 and 4 p.m. on days 4-5. If an employee is required to work overtime commencing at 2 p.m. on day 5, the determination of the applicable overtime rate is based on the 4 p.m. starting time for day 4.

4. Commencement of days of rest for purposes of determining the applicable overtime rates for overtime work performed on days of rest will be based on the starting time of the last day of work in the work week immediately preceding such day or days of rest.

Example: Clause 4

(1)	(2)	(3)	(4)	(5)	(6)	(7)
8-4	8-4	8-4	4-12	4-12	1st day of rest commences at 4 p.m.	2nd day of rest commences at 4 p.m.

- 3 -

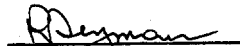
The parties agree to continue with the application of the terms and conditions of the Memorandum of Intent for the term of the Collective Agreement being negotiated 1992.

FOR THE COMPANY


FOR THE UNION


 M. TENOVAN, MANAGER,
 EMPLOYEE & LABOUR RELATIONS

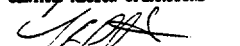
C. Hewson
 LOCAL 758
 C. HEWSON



 R.D. SEYMOUR, MANAGER,
 EASTERN REGION

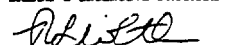

 LOCAL 914
 J. McNEILL


 D.S. HEAPE, MANAGER,
 CENTRAL REGION OPERATIONS


 LOCAL 999
 D. HENDERSON



 T.R. NICHOL, MANAGER
 SALARY & INCENTIVE PROGRAMS



 LOCAL 633
 R. McVEA


 R.L. WHITNAM, P. ENG.
 MANAGER, LABOUR RELATIONS


 LOCAL 938
 W. GRAYDON


 R.D. PARKER, P. ENG.,
 MANAGER, GAS SUPPLY OPERATIONS


 LOCAL 764
 J. WILSON


 LOCAL 5
 R. SMELCER


 LOCAL 56
 M. WATERHOUSE

D. MOFFAT
 NATIONAL REPRESENTATIVE
 E.C.M.U.
 D. MOFFAT

EXAMPLE OF A REGULAR SHIFT NOW IN EXISTENCE

1st	2nd	D	D	D	D	D	Sat. Hld.
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /	

SAMPLE SHIFT WITH ONE DAY CHANGED AND BY EXTENDING HOURS OFF

1st	2nd	D	D	E	D	D
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /

34 hrs.

If this change was accomplished with 48 hours' prior notice the change of shift premium will not apply to "E" shift. However, the overtime premium would have to apply to the "D" shift following "E" shift because the 24 hour clock began with "E" shift.

SAMPLE SHIFT WITH ONE DAY CHANGED AND BY SHORTENING HOURS OFF

1st	2nd	D	D	E	D	D
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /

34 hrs.

With or without 48 hours' notice the overtime provision has to apply to "E" shift because the 24 hour clock began with the preceding "D" shift.

SAMPLE SHIFT WITH AN EXTRA DESIGNED

1st	2nd	D	E	D	D	D
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /

This is a straight overtime situation whether scheduled or unscheduled and the change of shift schedule does not apply.

PERMANENT CHANGE OF SAMPLE SHIFT BY EXTENDING TIME OFF

1st	2nd	D	D	E	E	E
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /

If 48 hours' notice has been given, no premium applies. If 48 hours' notice has not been given, change of shift premium applies to first "E" shift.

PERMANENT CHANGE OF SAMPLE SHIFT BY SHORTENING TIME OFF

1st	2nd	D	D	E	E	E
Buy off	Buy off	/ /	/ /	/ /	/ /	/ /

24 hrs.

Overtime for "E" shift

Union Gas Limited
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P. O. Box 2001
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N7M 5M1
Tel. (519) 352-3100
Fax (519) 436-4666

LETTER NO. 12

1992-01-07

UnionCas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave:

During the 1989-90 negotiations for renewal of the existing Collective Agreements, an understanding was reached by the parties regarding the intent of "job" contained in Article IX (Hourly) and (Clerical).

For the purpose of these articles only, the jobs listed below shall be considered to be the same job as those shown, subject to the employee being sufficiently qualified, willing and able to do the work required.

JOB	CONSIDERED THE SAME AS JOB:
Section Head	Those jobs over which the employee is Section Head
Special Service Representative (Grades 101 & 102)	Service Representative
Welder (Grades 208 & 201)	Maintenance Representative
Crew Leader (Grade 211)	Maintenance Representative

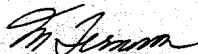
- 2 -

Welder (Grades 619-601)	Field Representative
Crew Leader (Grade 621)	Field Representative
Crew Leader Turbine Plant	Turbine Operator
Trafalgar Crew Leader	Compressor Operator

EXAMPLE:

In the event a Special Service Representative is to be laid off, such employee would be allowed to displace the most junior Service Representative in the Bargaining Unit. The displaced Service Representative would then exercise his seniority rights in accordance with the provisions of the Collective Agreement.

Yours truly,



M. Ternovan,
Manager,
Employee & Labour Relations

MT/afh

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LETTER NO. 13

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave:

In the 1983-84 negotiations for renewal of the existing Collective Agreements, the Union proposed changes to the provisions regarding the posting and filling of job vacancies.

During the discussion on these proposals, it was suggested and agreed that these Collective Agreement provisions remain unchanged. The Company did, however, agree that prior to transferring a redundant employee to an unposted job vacancy, any such transfer will be discussed with the Bargaining Unit. In addition, the Company will post notice within the Bargaining Unit regarding the transfer.

Yours truly,



HT/afh

M. Terovan,
Manager,
Employee & Labour Relations

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LETTER NO. 14

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave: RE: Medical & Dental Appointments

In the 1989-90 negotiations for renewal of the existing Collective Agreements, it was agreed that the Company would allow regular full time employees reasonable time off from work with pay for the purpose of attending physician's and dentist's appointments. It was further agreed that employees will schedule such appointments outside of normal working hours whenever possible or otherwise minimize the amount of time off work required.

Employees will be required to support such absences on Company supplied forms in order to qualify for payment of time off during normal working hours.

Yours truly,



MT/afh

M. Ternovan,
Manager,
Employee & Labour Relations

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LETTER NO. 15

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave:

This letter will confirm an understanding reached between Union Gas Limited and Local 999 (Production Unit) regarding the operation of 12 hour shifts.

The existing terms of the Memorandum of Agreement regarding the operation of a 12 hour shift period, revised to reflect any negotiated Collective Agreement changes, will be renewed for the term of the current Collective Agreement being negotiated between Union Gas Limited and the Energy and Chemical Workers' Union.

Yours truly,



MT/afh

M. Ternovan,
Manager,
Employee & Labour Relations

C.C. to:
D. Manderson

Union Gas Limited
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LETTER NO. 16

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2J 1P9

Dear Dave:

This letter will serve to confirm our agreement with the proposal to form a committee comprised of representatives of the Gas Workers' Council and Representatives of Management to meet as necessary from time to time and to discuss matters related to technological change.

This Committee will be made aware of the Company's plans in these areas as provided for in Section 14.12 of the Collective Agreement and, as well, this Committee will be advised of any concerns or recommendations that the Union or unionised employees may have in relation to such changes.

This Committee shall consist of not more than four (4) representatives from the Gas Workers' Council and an equal number from Management.

Yours truly,



MT/afh

M. Ternovan,
Manager,
Employee & Labour Relations

2/2e

1992-01-07

UnionGas

CHANGE IN REPORT BASE/TRANSFER OF WORK

The Energy and Chemical Workers' Union Locals and Union Gas Limited have agreed to the following terms and conditions to be used in the handling of future situations involving a change in report base or a transfer of work.

1. Unless otherwise expressed in this document, all terms and conditions set out herein apply to both inter-local/unit (between one local/unit and another) changes in report base/transfer of work and intra-local/unit (within a local/unit) changes in report base/transfer of work.
2. Situations qualifying for considerations are those which have been initiated by the Company and in which the employee's current report base is changed resulting in a new report base for the employee which is 25 or more miles from the current report base. In these situations, transportation or a mileage allowance of 9.8¢ per km. (15.7¢ per mile) for up to one year from the effective date of transfer to the new report base will be granted to all affected employees for the mileage between the old report base and the new report base or such lesser mileage which may be appropriate in a particular circumstance.

NOTE:

The above arrangements are subject to prior Management approval and any mileage claims must be processed on Company provided forms. All distances are assumed to be via the most direct route.

3. An individual involved in a situation as set out in 2. above, who relocates his place of residence a distance which is at least 25 miles closer to the new report base, is entitled to the following moving allowances:
 - a) Cost of moving of employee's household and personal goods.
 - b) Up to \$4,500 to cover the cost of a licenced real estate agent's commission resulting from the sale of the employee's principle residence.

3.
 - c) In the case of a renter, reimbursement for the net expense of obtaining a release from a lease at the former location providing the expense does not exceed one month's rent.
 - d) Up to \$1,500 to cover legal fees incurred through the use of a lawyer resulting from the sale and purchase of the employee's principle residence.
 - e) Up to \$2,000 moving allowance to cover legitimate costs associated with the employee's relocation.

NOTE:

The above payments are subject to prior Management approval and are subject to the terms and conditions governing relocation expense in effect at the Company and must be supported by appropriate receipts. All distances are assumed to be via the most direct route.

- f) An employee has one year from the effective date of transfer to the new report base in which to exercise the option to relocate his/her principle residence in order to qualify for the moving allowances provided.
4. Where the change in report base or transfer of work is inter-local/unit, an employee affected by the change may choose to accept the transfer under the appropriate conditions or such employee may elect to exercise his/her seniority rights within their local/unit as provided for under Article IX of the Collective Agreement.

Should an employee involved in an inter-local/unit transfer opt to exercise his/her seniority rights under the provisions of Article IX and thus displace the junior employee in the local/unit, such junior employee is not entitled to any benefits provided herein and may be laid off. A junior employee so affected may, however, request a transfer to available work elsewhere in the Company and such request for transfer will be handled in accordance with the Letter of Understanding regarding request for transfer. Such individual requests will be given priority over other outstanding requests for transfer.

5. When the change in report base or transfer of work is inter-local/unit and the employee affected by the change chooses not to accept the transfer to the new report base, the Company will consult with the appropriate Union representatives for the purpose of developing temporary arrangements for a period of up to six months in order to effectively carry out the work in the new location. Further consultation will be held with the Union prior to extending such temporary arrangements beyond this six month period.
6. Employees affected by a change in report base or transferring with their work in situations involving inter-local/unit transfer will be placed in the new local/unit in the appropriate job/classification with all their existing Union seniority and Company service.
7. Employees accepting an inter-local/unit transfer will retain bidding rights within their old local/unit for a period of three years from the effective date of the transfer. This bidding privilege will be retained providing the employee does not receive any of the moving allowances set out in this document or such employee does not bid and become the successful applicant for any posted vacancy within the new local/unit to which he or she has been transferred.

At the expiry of this three year period if an employee still qualifies for this bidding privilege, he or she will be given one final opportunity to do so on the first vacancy occurring in the old local/unit after the termination of this three year period.
8. Where the change in report base or transfer of work is intra-local, a volunteer from the classification/job or failing a volunteer, the most junior employee in the classification/job in the report base from which the transfer is being made must accept the transfer to the new report base.
9. In all situations of change in report base or transfer of work, there will be prior consultation with the appropriate representatives of the Union. The Company acknowledges that failure to reach agreement with the Union regarding the change in report base or transfer of work could result in a grievance being filed by the appropriate local/unit.

10. The Company is to advise the Union of the report base arrangements of all unionized employees as of March 15, 1966, for the purpose of determining the applicability of the provisions of this document.
11. It is acknowledged by the Union that the Memorandum of Agreement between the parties regarding the assignment of work across Union local jurisdictional boundary lines as it exists from time to time shall have no application whatsoever to the subject matter of this arrangement, and in the event of any conflict between this arrangement and the Memorandum of Agreement regarding jurisdictional boundary lines, this Agreement regarding change in Report Base/Transfer of work shall prevail.

FOR THE UNION

FOR THE COMPANY

G. Stover
 LOCAL 999 CHATHAM UNIT
 G. STOVER

M. Glassford
 LOCAL 999 CHATHAM CLER. UNIT
 M. GLASSFORD

D. Handerson
 LOCAL 999 PRODUCTION UNIT
 D. HANDERSON

D. Pierce
 LOCAL 999 DURNVILLE UNIT
 D. PIERCE

G. Hewson
 LOCAL 758 HOURLY UNIT
 G. HEWSON

P. Lauson
 LOCAL 758 CLERICAL UNIT
 P. LAUSON

W. Graham
 LOCAL 938 HOURLY UNIT
 W. GRAHAM

P. Bontrom
 LOCAL 938 CLERICAL UNIT
 P. BONTROM

R. Smelser
 LOCAL 4 HOURLY UNIT
 R. SHELTER

R. Smelser
 LOCAL 5 CLERICAL UNIT
 R. SHELTER

J. McVea
 LOCAL 914

M. Waterhouse
 LOCAL 56
 M. WATERHOUSE

D. Wilson
 LOCAL 764
 D. WILSON

D. Moffat
 LOCAL 633

R. McVEA
 D. MOFFAT

NATIONAL REPRESENTATIVE, E.C.W.U.
 D. MOFFAT

M. Terrovan
 M. TERROVAN, MANAGER,
 EMPLOYEE & LABOUR RELATIONS

R.D. Seymour
 R.D. SEYMOUR, MANAGER,
 EASTERN REGION

D.S. Heath
 D.S. HEATH, MANAGER,
 CENTRAL REGION OPERATIONS

T.R. McHicol
 T.R. MCHICOL, MANAGER,
 SALARY & INCENTIVE PROGRAMS

R.L. Whitman
 R.L. WHITMAN, P. ENG.,
 MANAGER, LABOUR RELATIONS

R.D. Parker
 R.D. PARKER, P. ENG.,
 MANAGER, GAS SUPPLY OPERATIONS

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LETTER NO. 18

1992-01-07

UnionGas

Mr. D. Moffat,
National Representative,
Energy & Chemical Workers' Union,
150 Consumers Road, Suite 500
Willowdale, Ontario
M2Y 1P9

Dear Dave: RE: Gas Supply Employees in Sarnia Division

During the 1985-86 negotiations, an understanding was reached in regard to the Gas Supply re-organization. This re-organization and most commitments contained in the above referenced understanding have been finalized. However, it was felt necessary to restate the understanding regarding certain employees affected by this re-organization and it is as follows.

Gas Supply employees, who are members of Local 999 (Production Unit) and who have been assigned to Sarnia Division Distribution Operations, will retain membership and seniority in Local 999 (Production Unit). They are classified as Maintenance Representatives and will function as an integrated work force within the Sarnia Distribution Operation, and will be considered as part of the Sarnia Division employee group who are represented by Local 914 E.C.W.U.

Yours truly,



M. Ternovan,
Manager,
Employee & Labour Relations

MT/afh