

# COLLECTIVE AGREEMENT

Between

**UNION GAS LIMITED**

And

**UNIFOR**



## HOURLY UNITS

Local 5 – Simcoe

Local 56 – Brantford

Local 758 - Windsor

Local 914 - Sarnia

Local 938 - London

Local 999 - Chatham, Dunnville

Local 8833 – Hamilton / Halton, Waterloo

**January 1, 2015 - December 31, 2017**

# ARTICLE INDEX

<u>ARTICLE</u>	<u>INDEX</u>	<u>PAGE</u>
1	Definitions	1
2	Recognition	2
3	Deduction of Union Dues	4
4	No Strikes, No Lock Outs	5
5	Reservation to Management	5
6	Representation	6
7	Grievance Procedure	7
8	Arbitration	9
9	Seniority	11
10	Job Posting	18
11	Wages, Hours of Work, Overtime	21
12	Recognized Holidays	29
13	Vacations	31
14	General	35
15	Sick Pay Benefits	50
16	Duration of Agreement	52
Appendix "A"	Wage Rates	55
Appendix "B"	Utility Labour Pool, Temporary and Continuous Part-Time Employees	62
Letters of Understanding		72

## SUBJECT INDEX

<u>SUBJECT</u>	<u>REFERENCE</u>	<u>PAGE</u>
Accommodation .....	14.19.....	48
Arbitration .....	ARTICLE 8 .....	9
Benefits .....	14.06.....	37
Bereavement Leave .....	14.04.....	36
Bulletin Boards .....	14.08.....	41
Call-Out .....	11.12.....	28
Continuous Part-time Employees...	1.04(c) .....	2
Continuous Part-time Employees...	Appendix "B" .....	62
Contracting Out .....	14.05.....	37
Cost of Living Allowance .....	14.12.....	42
Deduction of Union Dues .....	ARTICLE 3 .....	4
Definitions .....	ARTICLE 1 .....	1
Discrimination.....	2.04.....	3
Duration of Agreement .....	16.01.....	52
Employee Savings Plan .....	14.20.....	48
Flex Days .....	14.14.....	45
Grievance Meetings .....	6.03.....	7
Grievance Procedure .....	ARTICLE 7 .....	7
Holidays - Recognized .....	ARTICLE 12 .....	29

## **SUBJECT INDEX**

<b><u>SUBJECT</u></b>	<b><u>REFERENCE</u></b>	<b><u>PAGE</u></b>
Hours of Work .....	ARTICLE 11 .....	21
Incentive Plan.....	14.07.....	39
Inclement Weather .....	14.16.....	47
Interviews (Formal).....	6.06.....	7
Job Posting .....	ARTICLE 10 .....	18
Job Progression .....	11.02.....	21
Jury Duty .....	14.03.....	36
Layoff.....	9.04.....	12
Leave of Absence-Union Business	14.02(a) .....	35
Leave of Absence-Other .....	14.02(b) .....	35
Letters of Understanding .....	.....	72
Maternity/Adoption Leave.....	14.10.....	41
No Strikes, No Lock Outs .....	4.01.....	5
Orientation Program .....	2.07.....	3
Overtime .....	ARTICLE 11.....	21
Part-time Employees.....	Appendix "B" .....	62
Pension Plan .....	14.06.....	37
Rates of Pay .....	APPENDIX "A".....	55
Recall .....	9.05.....	17

## **SUBJECT INDEX**

<b><u>SUBJECT</u></b>	<b><u>REFERENCE</u></b>	<b><u>PAGE</u></b>
Recognition .....	ARTICLE 2 .....	2
Representation .....	ARTICLE 6 .....	6
Reservation to Management .....	ARTICLE 5 .....	5
Retiree Benefits.....	14.21.....	49
Safety and Health.....	14.11 .....	42
Safety Eyewear – Prescription .....	14.22.....	49
Safety Shoes .....	14.15.....	47
Seniority .....	ARTICLE 9 .....	11
Shift Premium.....	11.07.....	25
Shift Work.....	ARTICLE 11.....	21
Sick Pay Benefits .....	15.01.....	50
Stand By Pay.....	11.13.....	28
Stewards .....	6.02.....	6
Student Employment .....	14.18.....	47
Technological Change .....	14.13.....	45
Temporary Employees .....	1.04(b) .....	1
Temporary Employees .....	APPENDIX “B”.....	62
Transfers (Temporary).....	10.08.....	20

# SUBJECT INDEX

<u>SUBJECT</u>	<u>REFERENCE</u>	<u>PAGE</u>
Utility Labour Pool Employees.....	APPENDIX "B".....	62
Vacation.....	ARTICLE 13 .....	31
Wages .....	ARTICLE 11.....	21
Wages .....	Appendix "A".....	54
Weekly Indemnity .....	14.06(c) .....	39
Working Apparel .....	14.17.....	47

AGREEMENT

THIS AGREEMENT entered into  
the 25<sup>th</sup> day of February, 2015

BETWEEN:

UNION GAS LIMITED,

(hereinafter referred to as the “Company”)

OF THE FIRST PART and

UNIFOR

HOURLY UNITS

Local 5 –	Simcoe
Local 56 –	Brantford
Local 758 –	Windsor
Local 914 –	Sarnia
Local 938 –	London
Local 999 –	Chatham, Dunnville
Local 8833 –	Hamilton / Halton, Waterloo

hereinafter referred to as the “Union”

OF THE SECOND PART

# ARTICLE 1

## 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 Unifor holding the bargaining rights granted by the Ontario Labour Relations Board to the various unions who were predecessors to Unifor, 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 “Utility Labour Pool Employees”, “Temporary Employees” and “Continuous Part-Time Employees”.

### **1.04**

(a) “Utility Labour Pool Employees” shall mean those employees hired to perform the work described in Appendix B, 2A. Employment of such employees shall be limited to the period March 1<sup>st</sup> to December 15<sup>th</sup> in any calendar year.

(b) “Temporary Employees” shall mean those employees hired to replace regular employees absent due to illness, accident, vacation, leave of absence, etc., 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 ninety (90) days of work in any twelve (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 twelve (12) months. A project or assignment of limited duration shall not exceed eighteen (18) weeks’ duration in any twelve (12) month period. Any projects or assignments of limited duration in excess of that provided for herein will be posted.



(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 Utility 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 2**

### **RECOGNITION**

#### **2.01**

(a) The Company recognizes the Union as the sole bargaining agent for all regular employees, Utility Labour Pool employees, temporary employees and continuous part-time employees in the areas represented by Unifor 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 Unifor, save and except Team Leaders, those above the rank of Team Leaders, and sales and office staff.

(b) The wages, hours of work and working conditions applicable to temporary employees, Utility 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 Unifor 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 Unifor 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 3**

### **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 Chairperson 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 4**

### **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 5**

### **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, layoff, 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 6**

### **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.

**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.

**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 Unifor 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 District Management.

**6.05** The Local or Bargaining Unit shall notify the Company in writing, through the Manager, 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 management 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 7**

### **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 management and will be accompanied by a Steward. Management shall state their 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 local management designated to handle Step 2. Within five (5) working days of receipt of the appeal or within any agreed upon extension, local 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 local 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 local management or their designate, through the Manager, Labour Relations, setting forth the areas or points of disagreement within the Step 2 written decision. The Manager, 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 8.

**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 7 only, when computing working days, Saturdays, Sundays and recognized holidays shall not be included.

## **ARTICLE 8**

### **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**

(a) 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.

(b) In appropriate cases, the parties agree to provide for the selection of a Board Chairman prior to the naming of each party's nominee to the Board. Each party will then appoint their nominee on the basis of being available to meet the hearing date established by the Board Chairman. Alternatively, the parties may agree to the appointment of a Board Chairman and no appointment of a nominee.

This undertaking will greatly assist the parties in those situations where it is deemed appropriate to proceed as quickly as possible.

**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 7, is not settled and duly comes before an arbitration board, the board may make a ruling:

- (a) confirming the employer's action; or
- (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 9**

### **SENIORITY**

**9.01** New employees will be considered as probationary employees until they have worked a five (5) 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:

- (a) 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 layoff 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 layoff in excess of his length of service but in no case will it exceed four (4) years.

**9.04**

- (a) For the purposes of Article 9, 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 layoff.
- (b) For the purposes of Article 9, Section 9.04, "location" shall mean the plant, branch or division office at or out of which the employee works.
- (c) Layoffs 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.
- (d) In the event layoffs are required, the following procedure shall be followed:

- (i) all Temporary Employees and Utility 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 9, 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.
  - (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 9, 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 10 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.

(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 10.

(i) Effective January 1, 2001, all employee "Choices" Flexible Benefit plan coverage will cease on the first of the month following the month in which an employee is laid off, except in the case of:

- Employee Life Insurance
- Extended Health Care Plan
- Dental Plan

in which case the Company shall continue coverage for three months following the month in which an employee is laid off and not thereafter.

The Company may not alter the employee's flex benefit choices during this period. The employee's flex credits will be re-calculated and the employee will be responsible to compensate the company for any incremental costs associated with these benefits. Similarly, the company will compensate the employee for any under utilization of the available flex credits.

(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 Utility 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 Utility Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee.

However, any period of employment as a Utility Labour Pool Employee, Temporary Employee or Continuous Part-Time Employee shall not affect the period of lay off referred to in Article 9, 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 11, Section 11.02;

(iii) in calculating entitlement to Scheduled Flex Days Off pursuant to Article 14, Section 14.14. 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 9, Section 9.04 (h).

(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 9, Section 9.04 (h), when there is an increase in the working force after layoff 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 2, 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 within two years, 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 14, Section 14.02.



## **ARTICLE 10**

### **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) All vacancies (other than those due to temporary absence of employees) and newly created jobs coming within the scope of this agreement shall be posted on company bulletin boards for seven (7) business days. Such notices will show the job title, job grade and salary range and the required qualifications. Copies of such bulletins shall be forwarded to the Bargaining Unit concerned.

(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.

#### **10.02**

(a) Any employee desiring to fill such a vacancy shall, within the seven (7) day posting period, forward his application electronically 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.

(d) An individual accepting a welder role, need not be considered on a subsequent job vacancy for a period of two (2) years from being named as the successful applicant except by mutual consent of the Company and the Local or Bargaining Unit concerned.

**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 practical 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 management (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), 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 11

## 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 therefore; 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.

(c) To the extent that payment of wages is made on a biweekly 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 workweek is from 12 o'clock Midnight on Saturday to 12 o'clock Midnight the following Saturday. For purposes of determining work schedules, the workweek is defined as any seven (7) consecutive days.

- (a) **DAY WORKER** is an employee assigned 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 workweek.

(c) **RELIEF SHIFT WORKER** is the same as defined above except that he works any five (5) days in the seven (7) day workweek 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:

Job	Hours of Work
Customer Service Representatives (excluding Special Service Representatives (Grade 101) on "M" and "E" shifts	"D" Shift 8:00 a.m. to 4:00 p.m.
Maintenance Representatives	"A" Shift 1:00 p.m. to 9:00 p.m. <b>See Note Below</b>
Distribution Welders	
Assistant Stockkeepers	"E" Shift 4:00 p.m. to Midnight Saturday and Sunday
Warehouse Attendants	And 4:30 p.m. to 12:30 a.m. Monday through Friday
Garage Attendants	
Vehicle Mechanics	
Repairers	
Meter Repairers	"M" Shift 12 Midnight to 8:00 a.m.
Caretakers	
Utility Services Representatives	

**NOTE:** Manning of the “A” shift shall be on a voluntary basis. However, for Utility Services Representatives and 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 15% of the total number of Utility Services Representatives and Customer Service Representatives employees in these classifications in a location, and a minimum of one in a location.

(e) Notwithstanding the provisions 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 that 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 workload 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 workload and after consultation with the Local.

(c) Work schedules for Local 8833 – Hamilton / Halton Unit 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 Midnight

The "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 as possible.

**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:

Regularly scheduled "A" Shift hours - \$2.29 per hour

Regularly scheduled "E" Shift hours - \$1.84 per hour

Regularly scheduled "M" Shift hours - \$2.09 per hour

An additional Sunday premium of \$3.01 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 two 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;

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;

- (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 workday as follows:

(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.

**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:

(a) \$35.00 per day for any stand by period of not less than 7½ or 8 hours, but not more than 16 hours, falling within the employee's regular weekly schedule. The above applies except in the case of a recognized holiday as provided for in Article 12.

(b) \$45.00 per day for any stand by period of not less than 7½ 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 12.

(c) \$95.00 per day for any stand by period of not less than 7½ hours or more than 24 hours on a recognized holiday as provided for in Article 12.

(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.

**11:14** An employee who is required to work overtime and has not had five (5) consecutive hours rest in the ten (10) hour period preceding the individual's next regular shift shall be provided time off without loss of regular pay for up to five (5) consecutive hours prior to starting the individual's next regular shift. Such time off with pay shall be considered as time worked for the purpose of calculating overtime.

## **ARTICLE 12**

### **RECOGNIZED HOLIDAYS**

#### **12.01**

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

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

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.

**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 Sickness and Accident Insurance Plan, or is receiving Workplace Safety Insurance Board benefits, insured sick pay will be paid for the holiday as provided for in Letter of Understanding #30.

(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 13**

### **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) Two (2) weeks' vacation after completion of three (3) or more years continuous service.

(c) Three (3) weeks' vacation after completion of ten (10) or more years' continuous service.

(d) Four (4) weeks' vacation after completion of eighteen (18) or more years' continuous service, up to and including the calendar year in which twenty-four (24) years of continuous service are completed.

(e) Five (5) weeks' vacation after completion of twenty-five (25) 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 three (3) months of probation, new employees shall be entitled to vacation with pay on the basis of one (1) day for each twenty-four (24) 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 calendar year in which one (1) year of continuous service is 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 two (2) weeks' vacation subject to employment continuing throughout the calendar year.

(c) During the calendar year in which ten (10) years of continuous service are completed and up to and including the calendar year in which seventeen (17) 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 eighteen (18) years of continuous service are completed and up to and including the calendar year in which twenty-four (24) 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-five (25) years of continuous service are completed and during each succeeding year of continuous service, employees will be entitled to five (5) weeks' vacation subject to employment continuing throughout the calendar year.

### **13.01**

**C.** For employees eligible for vacation under Section 13.01 A (b), (c), (d), (e), and 13.01 B (b), (c), (d), (e), two percent (2.0%) of the employee's base annual pay (the value of one week's vacation) will be added to their Flex Benefit Credit Formula and the employee may elect to convert their Flex Credits into one (1) to five (5) additional vacation days.



### **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 ten (10) years continuous service - 4% of gross earnings for that period of employment for which vacation pay has not already been received;

(b) With less than eighteen (18) years but more than ten (10) year's continuous service - 6% of gross earnings for that period of employment for which vacation pay has not already been received;

(c) With eighteen (18) years or more of continuous service, up to and including the calendar year in which twenty-four (24) years continuous service are completed - 8% gross earnings for that period of employment for which vacation pay has not already been received;

(d) With twenty-five (25) years or more of continuous service - 10% of gross earnings for that period of employment for which vacation pay has not already been received.

(e) If an employee, who is participating in Flex Benefits, has converted part of his/her Flex Credits into additional vacation in accordance with Article 13.01, the % amounts in (a) through (d) preceding will be increased to reflect the amount of vacation the employee has purchased.

**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 14**

### **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 management.

#### **14.04 Bereavement Leave**

The Company will grant a paid leave of absence to an employee in the event of a death occurring in the employee's immediate family. Employees will be granted bereavement leave with pay, on the following basis:

Up to a maximum of five (5) working days for the death of a spouse (including common-law and same-sex spouse), child or stepchild.

Up to a maximum of three (3) working days for the death of a mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren. All of the above include "step" relationships.

One (1) working day for the death of an aunt, uncle, niece, nephew, grandparents-in-law, great-grandparents, or great-grandparents-in-law.

The maximum number of work days commences with the date of death and up to and including the first working day following the day of the funeral. Time off with pay would be based upon the employee's scheduled hours of work during the applicable period.

Vacation and scheduled Flex Days may be re-scheduled as a result of a bereavement leave covered by this policy. Such re-scheduled days must be taken in the same calendar year.

Requests for additional leave from work without pay may be approved by management.

**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.

Please refer to Letter of Understanding #18.

#### **14.06**

(a) The Company agrees to provide the "Choices" Flexible Benefit Program as described in the Company booklets or other sources, benefit plan documents and policies of insurance for all regular employees of all Bargaining Units. All of the benefit plans described in the Company booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.

The Company will bear 100% of the premium costs of any applicable core components of the benefits listed below, as specified in the

“Choices Flexible Benefit Program” plan documents, to keep the following policies of insurance in force:

- Extended Health Care Plan
- Dental Plan
- Life Insurance Plan
- Accident Insurance Plan
- Long Term Disability Plan

Employees are then able to use their Flexible Benefits credits, described below, to purchase additional coverage in accordance with the rules in the plan documents.

Employees’ Flexible Benefit credits under the “Choices” Flexible Benefit Program will be based upon the following formulas:

In the year of hire flex credits formula for regular full time employees will be 1.75% of base straight time annual wages plus \$969.00. In the following calendar year the formula will be 3.75% of base straight time annual wages plus \$969.00.

Effective for enrolment periods of benefit coverage during the term of the collective agreement the benefit price tags will be adjusted to reflect an 85% employer and 15% employee cost sharing percentage from the prior year’s cost.

The Company agrees that there will be no changes to the “Choices” Flexible Benefit Program plan content for the duration of the Collective Agreement. The Company reserves the right to make administrative or insurer changes that do not affect the Plan content during the term of the Collective Agreement.

(b) The Company agrees to provide the “Pension Choices” Plan as described in the Company booklets or other sources, and pension benefit plan documents for all employees of all Bargaining Units who are not currently participating in the Plan. The “Pension Choices” Plan

described in the Company booklets or other sources shall be as more particularly described and set forth in the pension plan documents, which plans and policies shall be made available for inspection by the Union.

(c) The Company agrees to provide a Weekly Indemnity benefit as described in Company booklets or other sources, benefit plan documents or policies of insurance for the duration of the agreement. The benefit described in Company booklets or other sources shall be as more particularly described and set forth in the respective benefit plans and policies, which plans and policies may be made available for inspection by the Union. The Company will bear 100% of the premium cost of Weekly Indemnity benefit.

#### **14.07 Incentive Plan**

Effective January 1, 2003, the basis on which any Incentive Plan payment is calculated will be modified. The modified plan will be based upon a 100% target payout of 2.5%, comprised of 1.75% District / Departmental targets and 0.75% Spectra Energy Earnings Per Share (EPS). Any Incentive Plan payout will be based upon the employee's incentive eligible earnings which includes straight-time earnings, STD, vacation pay, holiday pay, flex days, overtime pay, and shift premiums. For clarity, any other forms of payment will not be included in the employee's incentive eligible earnings. The rules and administration and payout formula of the Company's Short Term Incentive Plan will apply to this Incentive Plan.

The Incentive Plan for employees will be calculated on:

- Operations District/Departmental targets - a sliding scale based on the achievement of the targets. The sliding scale starts at an achievement level of fifty (50%) percent each calendar year. Achievement below fifty percent (50%) in any calendar year results in no payout under this component of the Incentive Plan.

At one hundred percent (100%) achievement level in a calendar year, the District / Department component of the Incentive Plan payment will be:

- One and three-quarters percent (1.75%) of the employee's incentive eligible earnings in each of the calendar years 2012, 2013, and 2014, or

At the achievement level of two hundred percent (200%) or more in a calendar year, the maximum District / Department component of the Incentive Plan payment will be:

- Three and one-half percent (3.5%) of the employee's incentive eligible earnings in each of the calendar years 2012, 2013, and 2014.
- Spectra Energy Earnings Per Share (EPS) - a sliding scale based on the achievement of the target EPS. The sliding scale starts at an achievement level of fifty (50%) percent each calendar year. Achievement below fifty percent (50%) in any calendar year results in no payout under this component of the Incentive Plan.

At one hundred percent (100%) achievement level in a calendar year, the EPS component of the Incentive Plan payment will be:

- Three-quarters percent (0.75%) of the employee's incentive eligible earnings in each of the calendar years 2012, 2013, and 2014, or

At the achievement level of two hundred percent (200%) or more in a calendar year, the maximum EPS component of the Incentive Plan payment will be:

- One and one-half percent (1.50%) of the employee's incentive eligible earnings in each of the calendar years 2012, 2013, and 2014.

The District / Department and Spectra Energy Earnings Per Share targets will be established annually by the Company.

Any applicable payment under this Incentive Plan will be paid by March 31, of the following calendar year.

#### **14.08 Bulletin Boards**

The Company agrees to provide a bulletin board for the posting of official Union notices. All notices posted on this bulletin board will have the prior approval and signature of an elected representative of the local or unit.

**14.09** The Company will issue a collective agreement to each employee and each new employee upon induction into the Company. This agreement shall be provided in printed booklet form.

#### **14.10 Maternity/Adoption 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:

(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) The Company will continue benefit coverage in accordance with the provisions of the Employment Standards Act, Ontario.

(d) An employee on maternity leave in accordance with the provisions of this agreement, and the Employment Standards Act, Ontario shall continue to accumulate seniority, and accrue Company service for the purpose of vacation entitlement, job progression, 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 fifty-two (52) weeks of service for the purpose of job progression.



(e) An employee who is entitled to pregnancy leave, meets the employment criteria and who is the birth mother of a child is entitled to a Supplementary Employment Benefit as per the current company policy.

(f) Employees are eligible for an adoption leave as set forth in the Company's Adoption Leave Policy.

(g) If at any time during the term of the Collective Agreement the company modifies the Pregnancy, Parental Leave of Absence or Adoption Leave Policies, these modifications will apply to employees covered by the Collective Agreement.

#### **14.11 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.

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

#### **14.12 Cost of Living Allowance**

**NOTE:** The provisions of this Section 14.12 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:

- (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 flex 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 flex 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.

#### **14.13 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.

#### **14.14 Scheduled Flex Days Off Plan**

(a) It is the purpose of this plan to provide eligible employees with five (5) flex days off each year as scheduled in advance by management in accordance with the provisions contained herein.

(b) 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 flex 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.

(c) All regular employees are entitled to eight (8) hours' pay at their straight time rate for the scheduled flex days off as provided for in 14.14 (a) and 14.14 (b) subject to the following conditions:

(i) A regular employee will not be paid for a scheduled flex day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled flex 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 flex 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 Workplace Safety & Insurance Board benefits, insured sick pay will be paid for the scheduled flex day off to the extent appropriate under the sick pay provisions. The flex day may be rescheduled provided the employee meets all the requirements as set out under Letter of Understanding # 30.
- (iii) Pay for scheduled flex days off will not be paid to regular employees who are subsequently scheduled to work on a scheduled flex 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 flex day off as provided for in Section 14.14 (a) 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 flex days off with pay as provided for in Section 14.14 (c).
- (d) The scheduled flex 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 flex 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.

(e) Regular employees who are employed less than a full year in any of the calendar years mentioned in 14.14 (a) shall be granted the appropriate flex days off for that calendar year on a prorated basis.

**14.15** Upon completion of 3 months of their probationary period, employees required by the Company to wear safety footwear will be reimbursed up to a maximum of \$190.00 per calendar year in 2015, \$195.00 per calendar year in 2016 and \$200.00 per calendar year in 2017 toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards. Employees must provide the 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.

**14.16** 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.

**14.17** 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.

**14.18** 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 3, 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 \$190.00 per calendar year in 2015, \$195.00 per calendar year in 2016 and \$200.00 per calendar year in 2017, toward the purchase of Canadian Standards Association approved safety footwear that 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.

#### **14.19 Injury and Illness accommodation**

Where either long-term or significant accommodation is an issue in the case of an employee who cannot perform all of his/her normal regular duties because of a disabling injury or illness, the company and union agree to meet to discuss potential viable options, if any, for accommodating an employee in those circumstances.

**14.20 Employee Savings Plan** Effective January 4, 2004, all regular full-time employees (Operations, Office and Call Centre Collective Agreements) and regular Continuous Part-time employees (Office and Call Centre Collective Agreements only) will be eligible to participate in the Employee Savings Plan as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreements that expired December 31, 2002.

The Company agrees that should the Employee Savings Plan be discontinued during the term of the Collective Agreement, all regular full-time employees and regular Continuous Part-time employees will receive an increase of one and two-thirds percent (1.67%) to the rates of pay, in Appendix "A" of the Collective Agreements, that are in effect at the time of discontinuance of the Plan. For clarity, this potential increase will not apply to the Utility Labour Pool rate of pay in the Operations Collective Agreement, and to the Student rate of pay in the Operations, Office and Call Centre Collective Agreements.

#### **14.21 Retiree Benefits**

Employees retiring on or after January 1, 2006 will be eligible for retiree benefits as presented to the Union Negotiation Committee during discussions for renewal of the Collective Agreements that expired December 31, 2002.

#### **14.22 Prescription Safety Eyewear**

The Company will pay 100% of the cost of prescription safety glasses and frames (excluding any examination fees) as required by an employee through a vision care program every two calendar years. The frames selected must be from the pre-approved list established by the Company.

If an employee sustains damage to the prescription safety glasses while performing his / her assigned duties, the Company will pay 100% of the cost of repair or replacement of the glasses based on the foregoing provision.

Note:

- Should an employee currently wear progressive bi-focals they will be able to purchase the prescription safety glasses with the same type of lenses;
- When an employee selects their first pair of prescription safety glasses, they will be able to also select a pair of prescription safety sunglasses if they require two sets due to needing clear and shaded lenses safety glasses. This will require managerial approval prior to purchasing the safety glasses;
- An employee who selects both the prescription clear and shaded safety glasses will not be able to select another pair of prescription safety glasses until 36 months have passed unless their current prescription safety glasses have been damaged while performing his/her assigned duties.

#### **14.23 Certificates and Permits**

For employees who have established seniority and are chosen by the Company to perform work which requires certificates or permits by Governmental regulations, the Company agrees, during the term of this



Agreement, to pay for the initial issue and annual renewal of those certificates or permits upon receiving documentation from the employee that he/she has successfully obtained the initial certificate.

It is agreed that employees required by the Company to obtain a driver's licence of a higher category than "G" would be allowed reasonable time off, with pay, and the required equipment to complete the applicable Government examination.

Furthermore, the Company will pay the examination and medical fees, if any, associated with the obtainment and annual renewal of these licences for the designated employees.

The foregoing payments are based on documented successful completion and obtainment of the required licence.

## **ARTICLE 15**

### **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 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.

To all regular employees meeting the above requirements the Company will provide sick pay for continuous service on the following basis –

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 16**


### **DURATION OF AGREEMENT**

**16.01** This agreement shall become effective on February 25, 2015 and shall continue in full force and effect until December 31, 2017 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 Unifor.

**IN WITNESS WHEREOF** the parties hereto have signed as evidenced by the signatures of their proper officers duly authorized in that behalf:

Dated at Waterloo, Ontario this 25<sup>th</sup> day of February, 2015.

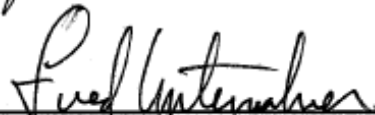
**For the Union**

  
\_\_\_\_\_  
Unifor National Representative  
B. Teran


  
\_\_\_\_\_  
Union Gas Workers Council President  
J. Galvin

  
\_\_\_\_\_  
Local 8833 Waterloo Operational Unit  
J. Wilson

  
\_\_\_\_\_  
Local 8833 Waterloo Office Unit  
L. Laird

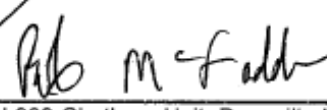
  
\_\_\_\_\_  
Local 914 Sarnia Operational & Office Unit  
F. Unternahrer

  
\_\_\_\_\_  
Local 8833 Brantford Call Centre Unit  
C. Petrucci


  
\_\_\_\_\_  
Local 938 London Operational Unit  
R. Roca

  
\_\_\_\_\_  
Local 938 London Office Unit  
S. Haskell

  
\_\_\_\_\_  
Local 5 Simcoe Operational & Office Unit  
A. Couperus


  
\_\_\_\_\_  
Local 999 Chatham Unit, Dunnville Unit (Operations and Office)  
B. McFadden

  
\_\_\_\_\_  
Local 999 Production Unit  
B. Price

  
\_\_\_\_\_  
Local 56 Brantford Operational Unit  
R. Pragnell

  
\_\_\_\_\_  
Local 999 Production Unit  
J. Gray

  
\_\_\_\_\_  
Local 758 Windsor Office Unit  
K. Lefler

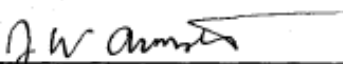
  
\_\_\_\_\_  
Local 758 Operational Unit  
P. Joy


For the Company

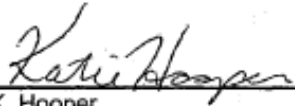
  
R. Cadieux  
Manager, Labour & Employment Relations

  
D. Lamoureux  
Director, Storage & Transmission Operations

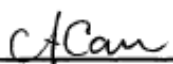
  
D. Craven  
Director, Customer Care

  
W. Armstrong  
Director, Distribution Operations

  
I. Ross  
District Manager, London/Sarnia

  
K. Hooper  
Manager, Workload Planning

  
C. Alward  
Manager, Employee Relations

  
A. Carr  
HR Assistant, Hamilton

  
C. Xu  
Labour Relations Consultant

**APPENDIX "A"**  
**SERVICE CENTRE DEPARTMENT**

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES		
				Mar. 22 2015	Dec. 27 2015	Jan. 1 2017
101	Special Service Representative			36.75	37.49	38.24
102	Special Service Representative			36.75	37.49	38.24
111	Customer Service Representative	*Class 1A		36.03	36.75	37.49
121	Customer Service Representative	*Class 1	Over 12 months	35.04	35.74	36.45
122	Customer Service Representative	*Class 1	12 months	32.91	33.57	34.24
131	Customer Service Representative	Class 2	Over 3 years	32.91	33.57	34.24
132	Customer Service Representative	*Class 2	Over 9 months for period of 1 year	31.60	32.23	32.87
133	Customer Service Representative	*Class 2	9 months	30.08	30.68	31.29
148	Customer Service Representative	*Class 3	6 months	29.05	29.63	30.22
158	Customer Service Representative	*Trainee	6 months	28.16	28.72	29.29
159	Customer Service Representative	*Trainee	3 months	27.32	27.87	28.43
161	Appl. & Inst. Insp.		Over 2 years	34.16	34.84	35.54
162	Appl. & Inst. Insp.		2nd year	32.13	32.77	33.43
163	Appl. & Inst. Insp.		1st year	30.08	30.68	31.29
181	Service Clerk (off shift)		Over 1 year	32.10	32.74	33.39
182	Service Clerk (off shift)		Next 9 mos.	29.07	29.65	30.24
189	Service Clerk (off shift)		3 months	27.93	28.49	29.06

**APPENDIX "A"**  
**SERVICE CENTRE DEPARTMENT**  
(Continued)

GRADE NO.	JOB TITLE	CLASSIFI- CATION	PROGRESSION	WAGE RATES		
				Mar. 22 2015	Dec. 27 2015	Jan. 1 2017
191	Meter Reader		Over 1 year	32.16	32.80	33.46
192	Meter Reader		Next 9 months	29.12	29.70	30.29
199	Meter Reader		3 months	27.99	28.55	29.12
391	Cust. Field Rep.**	Class 1	Over 12 months	35.04	35.74	36.45
392	Cust. Field Rep.**	Class 1	12 months	32.94	33.60	34.27
393	Cust. Field Rep.**	Class 2	Over 9 months for period of 1 yr	31.60	32.23	32.87
394	Cust. Field Rep.**	Class 2	9 months	30.08	30.68	31.29
395	Cust. Field Rep.**	Class 3	6 months	29.05	29.63	30.22
396	Cust. Field Rep.**	Trainee	6 months	28.16	28.72	29.29
100	Summer Student			13.79	14.07	14.35

\* Normal progression within these classifications only and progression from one classification to another is subject to passing qualification exam.

\*\* Entry to this job requires Fitter 2 license and/or Pipeline Inspector license. Internal candidates with these qualifications and two years related experience would enter at Grade 393.

**APPENDIX “A”**  
**SERVICE CENTRE DEPARTMENT**  
(Continued)

**WAGE RATES**

<b>JOB TITLE</b>	<b>CLASSIFI -CATION</b>	<b>PROGRESSION</b>	<b>Mar. 22 2015</b>	<b>Dec. 27 2015</b>	<b>Jan. 1 2017</b>
Utility Services Representative	A1		36.03	36.75	37.49
Utility Services Representative	A2	Next 6 months	35.18	35.88	36.60
Utility Services Representative	A3	Next 6 months	34.28	34.97	35.67
Utility Services Representative	B1	Next 6 months	32.13	32.77	33.43
Utility Services Representative	B2	Next 6 months	30.84	31.46	32.09
Utility Services Representative	B3	Next 6 months	29.95	30.55	31.16
Utility Services Representative	B4*	6 months completion of GPI/GUP	29.08	29.66	30.25
Utility Services Representative	C1*	6 months completion of GPI/GUP	28.21	28.77	29.35
Utility Services Representative	C2*	6 months completion core training	27.76	28.32	28.89

For the Utility Services Representative role, progression from a classification marked with an \* is subject to passing written and practical examinations. (Probationary employees will be required to complete a written and practical examination prior to the end of their probationary period.)

Trainees will be provided the opportunity to shadow standby USRs during after-hours emergency response on incidents that will provide a valuable learning opportunity. Trainees will be called out through Dispatch at the request of the standby USR, the intent being to provide trainees with the opportunity to shadow a standby USR to gain experience on these incidents before encountering them on standby themselves.



**APPENDIX "A"**  
**MAINTENANCE & CONSTRUCTION DEPARTMENT**

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES		
				Mar. 22 2015	Dec. 27 2015	Jan. 1 2017
97	Stopping and Tapping Operator	C4		37.57	38.29	39.03
	Stopping and Tapping Operator	C3		36.03	36.75	37.49
201	Welder Maintenance W1			37.00	37.74	38.49
	Welder W2	In Training	Next 6 Month	32.93	33.59	34.26
	Welder W3	In Training	Next 6 Month	30.15	30.75	31.37
	Welder W4	In Training	6 Month	29.01	29.59	30.18
211	Crew Leader			1.54	1.54	1.54
	Crew Leader Plant Srvs - GF			36.75	37.49	38.24
221	Maintenance Representative	*Class 1	Over 1 Year	35.04	35.74	36.45
222	Maintenance Representative	*Class 1	1st Year	32.91	33.57	34.24
231	Maintenance Representative	Class 2	Over 3 Years	32.91	33.57	34.24
232	Maintenance Representative	*Class 2	2nd Year	31.60	32.23	32.87
233	Maintenance Representative	*Class 2	1st Year	30.08	30.68	31.29
248	Maintenance Representative	*Class 3	Next 6 Month	29.05	29.63	30.22
258	Maintenance Representative	*Helper	Next 3 Months	28.16	28.72	29.29
259	Maintenance Representative	*Helper	3 Months	27.32	27.87	28.43
95	Utility Labour Pool		Over 6 Month	23.76	24.24	24.72
	Utility Labour Pool		First 6 Months	22.42	22.87	23.33
101	Summer Student			13.79	14.07	14.35

\* 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.

\*\* Crew Leader – Wage will be current position rate plus \$1.54/hr.

NOTE: Individuals selected for the Welder position - refer to Letter of Understanding #29

**APPENDIX "A"**  
**SERVICE CENTRE DEPARTMENT**  
(Continued)

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES		
				Mar. 22 2015	Dec. 27 2015	Jan. 1 2017
301	Stockkeeper		Over 1 year	34.16	34.84	35.54
302	Stockkeeper		1st year	30.49	31.10	31.72
311	Ass't Stockkeeper		Over 2 years	32.16	32.80	33.46
312	Ass't Stockkeeper		2nd year	30.81	31.43	32.06
313	Ass't Stockkeeper		Next 9 months	29.50	30.09	30.69
319	Ass't Stockkeeper		3 months	27.99	28.55	29.12
321	Branch Warehouse Attendant (after normal Warehouse Attendant Progression)			32.16	32.80	33.46
331	Warehouse Attendant		2nd year & over	31.37	32.00	32.64
332	Warehouse Attendant		Next 9 months	28.80	29.38	29.97
339	Warehouse Attendant		3 months	27.45	28.00	28.56
341	Building Attendant		Over 2 years	32.68	33.33	34.00
342	Building Attendant		2nd year	31.30	31.93	32.57
343	Building Attendant		Next 9 months	30.03	30.63	31.24
349	Building Attendant		3 months	28.55	29.12	29.70
351	Vehicle Mechanic		Over 1 year	35.04	35.74	36.45
352	Vehicle Mechanic		Next 9 months	32.83	33.49	34.16
359	Vehicle Mechanic		3 months	31.17	31.79	32.43
361	Garage Attendant		Over 1 year	30.33	30.94	31.56
362	Garage Attendant		Next 9 months	28.37	28.94	29.52
369	Garage Attendant		3 months	27.50	28.05	28.61
371	Grounds Attendant		Over 1 year	30.33	30.94	31.56
372	Grounds Attendant		Next 9 months	28.37	28.94	29.52
379	Grounds Attendant		3 months	27.50	28.05	28.61
101	Summer Student			13.79	14.07	14.35

**APPENDIX "A"**  
**METER SHOP SERVICES**  
(Continued)]

GRADE NO.	JOB TITLE	CLASSIFICATION	PROGRESSION	WAGE RATES		
				Mar. 22 2015	Dec. 27 2015	Jan. 1 2017
401	Industrial Meter Repairer		Over 1 year	34.01	34.69	35.38
402	Industrial Meter Repairer		First year	32.44	33.09	33.75
421	Meter Repairer		Over 2 years	33.13	33.79	34.47
424	Meter Repairer		Over 1 year	29.49	30.08	30.68
428	Meter Repairer		3 months & under 1 year	27.93	28.49	29.06
441	Meter Van Driver		Over 1 Year	33.13	33.79	34.47
442	Meter Van Driver		Next 6 months	30.75	31.37	32.00
448	Meter Van Driver		Next 3 months	29.47	30.06	30.66
449	Meter Van Driver		3 months	27.93	28.49	29.06
101	Summer Student			13.79	14.07	14.35

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.

The Chatham Meter Shop Memorandum of Agreement dated June 2, 2000, defines changes made to the duties of the above roles and the applicable rates of pay.

Non-voluntary shift rotation in the Meter Repairer classification will only apply to employees in the classification as of July 2, 2000 and those who post to the role subsequent to that date.

**APPENDIX "A"**  
**HAMILTON LOCAL 8833 ONLY**  
(Continued)

**WAGE RATES**

<b>GRADE NO.</b>	<b>JOB TITLE</b>	<b>CLASSIFICATION</b>	<b>PROGRESSION</b>	<b>Mar. 22 2015</b>	<b>Dec. 27 2015</b>	<b>Jan. 1 2017</b>
291	Tool Crib Attendant		Over 2 Years	32.10	32.74	33.39
292	Tool Crib Attendant		2nd Year	30.75	31.37	32.00
293	Tool Crib Attendant		Next 9 months	29.47	30.06	30.66
299	Tool Crib Attendant		3 months	27.93	28.49	29.06
261	Leak Surveyor		Over 1 Year	32.68	33.33	34.00
262	Leak Surveyor		Next 9 months	30.16	30.76	31.38
269	Leak Surveyor		3 months	28.73	29.30	29.89
030	Meter Setter A			35.04	35.74	36.45
031	Meter Setter *		Over 2 Years	34.16	34.84	35.54
032	Meter Setter *		2nd Year	32.78	33.44	34.11
033	Meter Setter *		1st Year	31.33	31.96	32.60
011	Fitter	*Class 1	Over 1 Year	35.04	35.74	36.45
012	Fitter	*Class 1	1st Year	32.91	33.57	34.24
021	Fitter	*Class 2	Over 3 Years	32.91	33.57	34.24
022	Fitter	*Class 2	2nd Year	31.60	32.23	32.87
023	Fitter	*Class 2	1st Year	30.08	30.68	31.29
041	Appliance Truck Driver		Over 1 Year	31.37	32.00	32.64
042	Appliance Truck Driver		Next 9 months	28.80	29.38	29.97
049	Appliance Truck Driver		3 months	27.45	28.00	28.56
100	Summer Student			13.79	14.07	14.35

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

Progression within classifications and transfer from one classification to another is subject to passing qualifying examination.

## **APPENDIX “B”**

### **UTILITY LABOUR POOL EMPLOYEES, TEMPORARY EMPLOYEES AND CONTINUOUS PART-TIME EMPLOYEES**

#### **WAGES, HOURS OF WORK AND WORKING CONDITIONS**

1. The following provisions of this agreement apply to Utility Labour Pool Employees and Temporary Employees.
  - A. Deduction of Union Dues  
Article 3, Section 3.01
  - B. Reservation to Management  
Article 5, All Sections
  - C. Special Articles of Working Apparel  
Article 14, Section 14.17
2. Additional provisions that apply to Utility Labour Pool Employees.
  - A. Utility Labour Pool Employees will be responsible for performing utility locate work (e.g. gas, Bell, hydro, etc.); third party inspection work related to locates; and other utility work not requiring certifications / licences. Utility Labour Pool employees may however assist regular employees who have the following certifications / licences:
    - AZ or DZ driver’s licence
    - Fork Lift Truck Certification
    - Backhoe Operation
    - HIAB and Pitman Crane Certification
    - TSSA IMT, Gas Technician 1 or 2 to complete meter work, activate new appliances and inspect as per the Ontario regulations

## APPENDIX “B”

continued

- TSSA Gas Technician 1 or IMT to service large gas fired equipment
- TSSA GPI Gas Pipeline Inspection to inspect pipeline installations and complete pipeline repairs
- TDG Transportation of Dangerous Goods required to receive / handle / transport dangerous goods including odorant
- TSSA Boilers and Pressure Vessels High Pressure Welder
- TSSA Compressor Operator to operate pipeline reciprocating and rotary compressors at Storage & Transmission Operations
- Company internal certifications including Fusion of PE Pipe, Odorant Handling, clock spring training
- Application of herbicides
- Pipeline purging and blow down
- Millwright activity

Note – Company training will be provided as necessary to perform work or duties not defined above. In the event that a certificate or licence is required to perform duties related to utility locate work, Utility Labour Pool Employees would be certified / licenced and be eligible to continue performing this work.

- B. A separate seniority list shall be maintained which shall apply to those employees classified as “Utility Labour Pool”, and such seniority shall be computed from the date of hiring following a probationary period of five (5) calendar months of work in this classification.

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.

- C. In the event of a lay off in the Utility Labour Pool classification, employees shall be laid off in the reverse order of seniority, providing the employees retained are willing and able to do the work available. Laid off Utility Labour Pool Employees will have recall rights to this classification for six months after layoff, after which recall rights and employment will be terminated.

## **APPENDIX “B”**

### **continued**

- D. In the event of a recall after lay off in the Utility Labour Pool classification, the reverse of the layoff procedure shall be followed providing the employees are willing and able to perform the work available and have retained recall rights under C. preceding.
- E. Utility Labour Pool Employees may be employed during the period from March 1 to December 15 in the calendar year. An employee in the Utility Labour Pool classification who has been on the payroll between the 1<sup>st</sup> day of March and the 15th day of December in any calendar 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, and the seniority of such employee shall be dated back to the date he/she first commenced to work for the Company in the year in which he/she qualifies.
- F. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to pay for recognized holidays. During the first three (3) months of the probationary period, a Utility Labour Pool Employee will be entitled to holidays and payment in accordance with the provisions of the Employment Standards Act, Ontario. For those holidays occurring after three-months of the probationary period and within their work term, holiday payment shall be computed in accordance with and subject to the provisions of Article 12 of the Operations Collective Agreement. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.
- G. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to the Bereavement Pay provisions of Section 14.04 of the Collective Agreement in case of death in the immediate family of a Utility Labour Pool Employee within their work term. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.

## APPENDIX "B"

continued

- H. Utility 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 five (5) months reduced by the equivalent amount of service completed as a Utility Labour Pool Employee. Upon completion of the probationary period, the employee's seniority date shall be established giving credit for a maximum of five (5) months equivalent credit for service as a Utility Labour Pool Employee.
  - I. After completion of three (3) months of the probationary period, Utility Labour Pool Employees will be entitled to a safety shoe allowance in accordance with the provisions of Article 14, Section 14.15. An employee will not be required to re-qualify under this provision if recalled from layoff under the preceding term D.
  - J. **BENEFITS:** Utility Labour Pool Employees will be eligible to participate in the Company's flexible benefits program, "Choices", under the terms and conditions of the program and the policies of insurance. The flexible credit formula for these employees will be 0.55% of base annual wages plus \$925.00. Benefits will cease upon layoff from employment.
  - K. Utility Labour Pool Employees will not be the first or second responder under the Company's Emergency Response Matrix.
  - L. Utility Labour Pool Employees will not independently perform work requiring certification / licences on either a straight-time or overtime basis.
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.



## APPENDIX "B"

continued

- B. Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of ninety (90) days of work in any twelve (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 five (5) 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 and Company service date, such employees will be granted a maximum of five (5) months' credit for service as a temporary employee. Credit for previous company service will be applicable to vacation entitlement, Company service awards, ESP contribution eligibility date and disability pay only.

- C. Temporary employees will be paid at the lowest 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 Utility Labour Pool Employees and Temporary Employees.

A. **HOURS OF WORK**

Utility Labour Pool Employees will work eight hours per day between the hours of 8:00 a.m. and 9:00 p.m., five consecutive days between Monday and Saturday. Utility Labour Pool Employees will not be scheduled for standby and related call-out duties. Temporary Employees will work as either Day Workers or Shift Workers in accordance with the hours specified for Regular Employees.

## **APPENDIX “B”**

Continued

Work schedules, for Utility Labour Pool Employees, showing days and hours of work will be posted two weeks in advance.

### **B. OVERTIME**

The Company will pay overtime rates for Utility Labour Pool Employees and Temporary Employees at the applicable overtime rate specified in Section 11.10 of the collective agreement. In regard to planned overtime for utility locate work, the Company will first offer these overtime opportunities to regular Operations employees who normally perform the work, then to Locate Clerks (Office Bargaining Unit where applicable), and then to qualified Utility Labour Pool Employees, except in London where existing practices will continue. In regard to planned overtime for other types of utility work, the Company will follow the provisions of Article 11.10. Thereafter the overtime opportunities will be offered to Utility Labour Pool Employees or Temporary Employees who normally perform the work.

### **C. SHIFT PREMIUM**

When Utility 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 11, Section 11.07 of the Collective Agreement.

### **D. GRIEVANCE PROCEDURE**

Utility Labour Pool Employees and Temporary Employees will be entitled to the provisions of Articles 7 and 8 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.

## APPENDIX "B"

Continued

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 five hundred and twenty (520) 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.

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**

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.

## **APPENDIX “B”**

continued

### **G. GRIEVANCE PROCEDURE**

Continuous Part-Time Employees will be entitled to the provisions of Article 7 and 8 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 10, 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 10. 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 five (5) 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 five (5) months equivalent credit for service as a Continuous Part-Time Employee.

J. Continuous Part-Time Employees will be eligible for participation in the Unifor new Members' Orientation Program as set out in Article 2, Section 2.06.

K. Continuous Part-Time Employees will be provided with a safety footwear allowance in accordance with Section 14.15.

## APPENDIX "B"

continued

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 three (3) 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 eighteen (18) or more years of continuous part-time service, up to and including the calendar year in which twenty-four (24) years of continuous part-time service is completed.
- (v) Six (6) weeks vacation after twenty-five (25) 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 three (3) months of the probation period new Continuous Part-Time Employees shall be entitled to vacation with pay on the basis of one (1) part-time day for every twenty-four (24) calendar days of Continuous Part-Time employment completed during the calendar year in which they were hired. For Continuous Part-Time Employees who completed three (3) months of their 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 three (3) months of their probation. Such vacation entitlements may not be added to, and taken with, future vacation entitlements.

b. During the second calendar year 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 Continuous Part-Time vacation subject to employment continuing throughout the year.

## **APPENDIX “B”**

continued

c. 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 seventeen (17) 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.

d. During the calendar year in which eighteen (18) years of Continuous Part-Time Service are completed and up to and including the calendar year in which twenty-four (24) 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.

e. During the calendar year in which twenty-five (25) years of Continuous Part-Time Service are completed, and during each succeeding year of Continuous Part-Time Service, each Continuous Part-Time Employee will be entitled to six (6) weeks vacation subject to employment continuing throughout the year.

M. Continuous Part-Time Employees will be eligible to receive two (2) scheduled flex days off in accordance with Section 14:14 (Section 14.14 (b) shall not be applicable) with pay prorated on the basis of the employee’s daily regular hours of work.

# LETTERS OF UNDERSTANDING

## INDEX

Letter No. 1.....	Continuous Part-Time
Letter No. 2.....	Students
Letter No. 3.....	Jurisdictional Lines
Letter No. 4.....	Loss of Driver's License
Letter No. 5.....	Transfers
Letter No. 6.....	Disciplinary Records
Letter No. 7.....	Seniority
Letter No. 8.....	Leave of Absence to Work for Unifor
Letter No. 9.....	Full-Time to Part-Time
Letter No. 10.....	Examinations
Letter No. 11.....	Change of Shift
Letter No. 12.....	Like Jobs
Letter No. 13.....	Redundancy Posting
Letter No. 14.....	Medical Appointments
Letter No. 15.....	Travel Time for Training and Meetings
Letter No. 16.....	Technological Change
Letter No. 17.....	Change of Report Base
Letter No. 18.....	Contracting Out
Letter No. 19.....	Alternative Work Schedules
Letter No. 20.....	Workforce Adjustments
Letter No. 21.....	Banking of Overtime Hours
Letter No. 22.....	H & S Training Fund
Letter No. 23.....	Utility Services Representative
Letter No. 24.....	Employment Security
Letter No. 25.....	Utility Labour Pool Employees
Letter No. 26.....	Recognition of Local 8833

# LETTERS OF UNDERSTANDING

## INDEX (Continued)

Letter No. 27.....	Benefit Plan – Annual Review Meeting
Letter No. 28.....	Meal Allowance
Letter No. 29.....	Welder Fitter Agreement
Letter No. 30.....	Sick Pay / Vacation, Flex Day and ..... Banked Time
Letter No. 31.....	Crew Leader (Maintenance & ..... Construction) Stopping and Tapping ..... Operator and Welders (STO & ..... Backup)
Letter No. 32.....	Stopping and Tapping Operator role



# LETTER OF UNDERSTANDING #1

June 6, 2003

## **Re: Continuous Part-Time Employees**

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 when 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 that may arise with respect to Continuous Part-Time Employees.

T. Tippin,  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## LETTER OF UNDERSTANDING #2

June 6, 2003

### **Re: Students**

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 Unifor 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 14.18 Operational Collective Agreement and Section 14.17 Clerical Collective Agreement.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

# LETTER OF UNDERSTANDING #3

June 6, 2003

MEMORANDUM OF AGREEMENT  
BETWEEN  
UNION GAS LIMITED  
&  
UNIFOR UNION  
LOCALS 5, 56, 758, 8833, 914, 938, 999

## **Re: Jurisdictional Lines**

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 under Letter of Understanding #17.

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.

## LETTER OF UNDERSTANDING #3

- 2 -

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.

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

**B. Price**

Local 999 Production Unit  
& Dunnville Units

**J. Galvin**

Local 8833 Hamilton Operations  
Unit

**G. Hewson**

Local 758 Windsor Operations Unit

**B. McFadden**

Local 999 Chatham Operations &  
Clerical Units

**C. Petrucci**

Local 8833 Brantford Call Centre  
Unit

**M. Patry**

Local 758 Windsor Clerical Unit

## LETTER OF UNDERSTANDING #3

- 3 -

**J. Wilson**

Local 8833 Waterloo Operations Unit

**D. Carrothers**

Local 938 London Operations Unit

**D. Girardi**

Local 56 Brantford Operations Unit

**D. Valente**

CEPU National Representative

**J. Galvin**

Chairperson, Gas Workers Council

**L. Laird**

Local 8833 Clerical Units

**S. Haskell**

Local 938 London Clerical Unit

**J. McNeill**

Local 914 Sarnia Operations & Clerical Unit

**R. Mandryk**

Local 5 Simcoe Operations & Clerical Units

## FOR THE COMPANY

**T. Tippin**

Manager, Labour & Employment Relations

**R. Cadieux**

Manager, Employee Relations Waterloo

**J. McReynolds**

Manager, Labour Relations

**J. Caille**

Director, Customer Care

**M. Shannon**

General Mgr., Storage and Transmission Operations

## **LETTER OF UNDERSTANDING #4**

June 6, 2003

### **RE: Loss of Driver's Licence**

The Company and the Union recognize 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.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #5**

June 6, 2003

### **Re: Transfers**

During the negotiations for renewal of the Collective Agreements which expired on December 31, 1999, the Company submitted a proposal to modify the transfer process by which employees express interest in jobs that are posted outside their Union Local's area of jurisdiction or in another bargaining unit within the same Local.

The parties have agreed to implement a process in which "information notices" of job postings for positions outside the Union Local's area of jurisdiction or in another bargaining unit within the same Local, will be posted in each Company location. Employees who may be interested in transferring to another location or another bargaining unit within the same Local, and who have the posted qualifications for the position, may submit their interest for the position and will be given consideration for the position before a new employee is hired to fill the vacancy.

Any employee accepting a new position under this process will be placed in the new job according to his/her experience and ability, but shall not be required to take a decrease in pay greater than ten percent (10%) 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.

Terry Tippin,  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #6**

February 23, 2015

### **Re: Disciplinary Records**

This letter is to confirm an understanding reached between the Company and the Union during 2014 – 2015 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 two year period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

Rob Cadieux  
Manager, Labour & Employment Relations  
Union Gas Limited

Bruce Teran  
Unifor National Representative



# LETTER OF UNDERSTANDING #7

June 6, 2003

## 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 occurs.

### FOR THE UNION

Bob McFadden

Local 999 Chatham Operations &  
Clerical Units

George Hewson

Local 758 Windsor Operations Unit

Local 999 Production Unit

Monique Patry

Local 758 Windsor Clerical Unit

John Wilson

Local 8833 Waterloo Operations Unit

Lillian Laird

Local 8833 Clerical Units

Jim Galvin

Local 8833 Hamilton Operations Unit

Dave Carrothers

Local 938 London Operations Unit

Cathy Petrucci

Local 8833 Brantford Call Centre Unit

Stephanie Haskell

Local 938 London Clerical Unit

Dante Girardi

Local 56 Brantford Operations Unit

Richard Mandryk

Local 5 Simcoe Operations & Clerical  
Units

Jack McNeill

Local 914 Sarnia Operations & Clerical  
Units

B. Price

For Local 999 Dunnville Operations  
Unit

## **LETTER OF UNDERSTANDING #8**

### **Re: Leave of Absence to Work for Unifor National**

#### **Leave of Absence to Work for Unifor National With Respect to Union Gas and Unifor South Effective April 17, 2014**

April 17, 2014

Employees who request time off to work for Unifor National Office will be granted a leave of absence, provided in the opinion of management, company operating conditions permit. The leave of absence will be governed by the following terms:

- The leave will be related to a Unifor assignment;
- The employee will be maintained on their current payroll and benefits that are applicable;
- The benefits and pension during the leave period will be governed by the plan document;
- The leave will not exceed 6 months in duration and;
- The union will reimburse the company within 30 days of the billing date for all costs associated with maintaining the employee's pay and benefits.

Robert Cadieux  
Manager, Labour & Employment  
Relations

Bruce Teran  
UNIFOR National Representative

## **LETTER OF UNDERSTANDING #9**

June 6, 2003

### **Re: Full-Time to Part-Time**

During the 2003 negotiations for renewal of the existing Collective Agreements, the parties reached an understanding regarding regular full-time roles that may become redundant and subsequently be designated as a Continuous Part-Time role. In this situation, the Company will provide the affected employee with six (6) months prior notice of the change from full-time to part-time status.

Should a vacancy occur in the regular full-time staff within the 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.

At the end of the notice period the redundant full-time employee may choose to fill any vacant role within the bargaining unit for which they qualify, or the employee may exercise his/her seniority rights in accordance with the Collective Agreement.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #10**

April 20, 2006

### **Re: Letter of Understanding – Examinations**

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.

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 local Union prior to implementation for the purpose of reviewing the change and the details of the revised requirements.

Progression examinations shall be scheduled on a twice-annual basis, with the exception of Utility Service Representatives who will be once a year. Upon successful completion of the progression examination, increases will become effective on the employee's normal progression date.

## **LETTER OF UNDERSTANDING #10**

- 2 -

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

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

# LETTER OF UNDERSTANDING #11

June 6, 2003

## **RE: Change of Shift**

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.

**LETTER OF UNDERSTANDING #11**

- 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.

# LETTER OF UNDERSTANDING #11

- 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.

## FOR THE UNION

J. Galvin  
Local 8833 Hamilton Operations Unit

D. Valente  
CEPU National Representative

G. Hewson  
Local 758 Windsor Operations Unit

M. Patry  
Local 758 Windsor Clerical Unit

J. Wilson  
Local 8833 Waterloo Operations Unit

L. Laird  
Local 8833 Clerical Units

D. Carrothers  
Local 938 London Operations Unit

S. Haskell  
Local 938 London Clerical Unit

B. McFadden  
Local 999 Chatham Operations & Clerical Units

J. McNeill  
Local 914 Sarnia Operations & Clerical Units

D. Girardi  
Local 56 Brantford Operations Unit

C. Petrucci  
Local 8833 Brantford Call Centre Unit

R. Mandryk  
Local 5 Simcoe Operations & Clerical Units

B. Price  
Local 999 Production and Dunnville Operations Units



# LETTER OF UNDERSTANDING #11

- 4 -

## FOR THE COMPANY

T. Tippin  
Manager, Labour & Employment Relations

J. Caille  
Director, Customer Care

R. Cadieux  
Manager, Employee Relations, Waterloo

M. Shannon  
General Manager, Storage & Transmission  
Operations

J. McReynolds  
Manager, Labour Relations

**SCHEDULE 1**

**Sample of a Regular Shift Now in Existence**

Sat. Mid.		D	D	D	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

**Sample Shift with One Day Changed and by Extending Hours Off**

Sat. Mid.		D	D	E	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 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**

Sat. Mid.		D	D	M	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 hrs.

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

**Sample Shift with an Extra Inserted**

Sat. Mid.		D	D	E	D	D	D	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day 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**

Sat. Mid.		D	D	E	E	E	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day 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**

Sat. Mid.		D	D	M	M	M	Sat. Mid.
1 <sup>st</sup> Day Off	2 <sup>nd</sup> Day Off	///	///	///	///	///	

24 hrs.

Overtime for "M" Shift

# LETTER OF UNDERSTANDING #12

June 6, 2003

## **Re: Like Jobs**

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.

<b><u>Job</u></b>	<b><u>Considered the Same as Job:</u></b>
Section Head	Those jobs over which the employee is Section Head
Special Service Representative (Grades 101 & 102)	Service Representative
Crew Leader (Grade 211)	Maintenance Representative
Welder (Grades 619-601)	Field Representative

## LETTER OF UNDERSTANDING #12

- 2 -

<u>Job</u>	<u>Considered the Same as Job:</u>
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.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #13**

June 6, 2003

### **Re: Redundancy Job Posting**

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.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #14**

May 1, 2003

### **RE: Medical & Dental Appointments**

During the negotiations for renewal of the Collective Agreements that expired December 31, 2002, the parties discussed this Letter of Understanding that was originally developed during the 1989-90 negotiations. It was agreed that the Letter would be modified to provide greater clarification of its intent.

- Full-time employees will be granted paid time off for up to three appointments per calendar year.
- Paid time off for “local” appointments will be up to a maximum of 2 hours. A local appointment is considered to be a distance up to 30 kilometres from the location (home, work site or report base) the employee leaves to attend the appointment.
- Paid time off for “out of town” appointments will be up to a maximum of 4 hours. An out of town appointment is considered to be a distance greater than 30 kilometres from the location (home, work site or report base) the employee leaves to attend the appointment.
- Paid time off applies only to physician and dentist appointments.

## LETTER OF UNDERSTANDING #14

- 2 -

- Employees will schedule such appointments outside of normal working hours whenever possible or otherwise minimize the amount of time off work required.
- Employees may be required to support such absences in order to qualify for payment of time off during normal working hours.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #15**

### **Re: Travel Time for Training and Meetings**

#### **Travel Time for Training and Meetings With Respect to Union Gas and Unifor South and North Collective Agreements**

**Effective April 17, 2014**

April 17, 2014

Employees will be paid for travel time to attend training sessions and company meetings on the basis below. This letter applies to job related training and to other matters such as Company meetings and safety meetings/training.

Time spent travelling to attend Company mandated training and mandated company meetings shall be considered hours worked on the understanding that where travel time hours cause an employee to incur overtime, the premium pay will be double time. Overtime is defined in the applicable collective agreements.

Travel time outside of regularly scheduled hours to training or company meetings will be paid by accessing Google Maps and inputting the report base of the employee and the ending location of the company training or meeting. The shortest time will be the approved travel time. An additional 10% (in minutes) will be added to the approved travel time to determine the applicable time to cover the distance between both locations and will be paid at double time where applicable as indicated above.

In calculating hours worked, the actual time spent in training or company meeting and the above standard travel times will apply.

Robert Cadieux  
Manager, Labour & Employment  
Relations

Bruce Teran  
UNIFOR National Representative



## **LETTER OF UNDERSTANDING #16**

June 6, 2003

### **Re: Technological Change**

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 14.13 of the Collective Agreement and, as well, this Committee will be advised of any concerns or recommendations that the Union or unionized 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.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #17**

Feb.12, 2009

### **CHANGE IN REPORT BASE/TRANSFER OF WORK**

During the negotiations for renewal of the Collective Agreements that expired December 31, 2002, Unifor 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 initiated by the Company or a transfer of work initiated by the Company.

1. Unless otherwise expressed in this document, all terms and conditions set out herein apply to both Company initiated inter-local/unit (between one local/unit and another) and company initiated intra-local/unit (within a local/unit) changes in report base/transfer of work. These provisions also apply to redundant employees who may transfer to a new work location.
2. Situations qualifying for consideration 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 that is 40 or more kilometres from the current report base. The above arrangements are subject to prior Management approval.
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 40 kilometres closer to the new report base, is entitled to receive the following relocation assistance. Relocation assistance is subject to meeting Canada Customs and

Revenue Agency requirements for moving expenses. The maximum total expenses, including mileage allowance, may not exceed \$15,000.00

- i. Cost of moving the employee's household and personal goods. Such assistance will be in accordance with Company policy and practice. In the event the employee requires a mover, arrangements must be confirmed through the Company before being committed to.
- ii. The cost of a licensed real estate agent's commission resulting from the sale of the employee's principal residence. Such commission will not exceed 6% of the sale price of the house.
- iii. In the case of a renter, reimbursement for the net expense of obtaining a release of a lease at the former location, providing the expense does not exceed two months rent.
- iv. Legal fees and disbursements incurred through the use of a lawyer resulting from the sale of the employee's principal residence, and or the purchase of a home in the new location.
- v. Moving allowance (to a maximum of \$2,000.) to cover legitimate costs associated with the employee's relocation.
- vi. The Company will reimburse employees for commuting expenses for the difference between their current commuting distance to work and the commuting distance to their new work location at a rate of \$0.30 per kilometre. This commuting assistance will be provided for up to one year from the effective date of transfer to the new report base. Any commuting expenses paid to the

employee will be deducted from the maximum amount of \$15,000 eligible under this Letter of Understanding, and any mileage claims must be processed on Company provided forms.

- vii. 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 relocation assistance provided.

**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.

- 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.
- 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 the 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 relocation assistance 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.

If an employee still qualifies for this bidding privilege at the expiry of this three year period, 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. 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**

D. Valente  
CEPU National Representative

J. Galvin  
Local 8833 Hamilton Operations Unit

J. Wilson  
Local 8833 Waterloo Operations Unit

L. Laird  
Local 8833 Clerical Units

F. Unternahrer  
Local 914 Sarnia Operations &  
Clerical Units

C. Petrucci  
Local 8833 Brantford Call Centre  
Unit

G. Mahas  
Local 938 London Operations Unit

S. Haskell  
Local 938 London Clerical Unit

R. Mandryk  
Local 5 Simcoe Operations &  
Clerical Units

B. McFadden  
Local 999 Chatham Operations and  
Clerical Units

B. Price  
Local 999 Production Unit

B. Price  
For Local 999 Dunnville Operations Unit

G. Hewson  
Local 758 Windsor Operations Unit

M. Patry  
Local 758 Windsor Clerical Unit

D. Girardi  
Local 56 Brantford Operations Unit

### **For the Company**

R. Cadieux  
Manager, Labour & Employment Relations

P. Greco  
Dir, Dist Const/Mtnce Process Improvement

J. Green  
Director, Customer Care

D. Simpson  
General Manager, Storage and Transmission Operations

J. McReynolds  
Manager, Labour Relations

## LETTER OF UNDERSTANDING #18

June 6, 2003

### **RE: Contracting Out**

This letter is a follow-up to our discussions during the 1994 negotiations on the issue of contracting out of work presently being performed by bargaining unit employees. We recognize the current requirements on this issue under section 14.05 and this letter does not in any way alter any of those collective agreement requirements. It is understood that there is a value and benefit to the employee, the Company and the customer when:

- Employment security is enhanced by means of a productive, healthy and cost effective organization, and
- There is an improved understanding as to why contractors are utilized and how these actions can support employment security, and
- The Union and the Company work together to balance the interests of the customer, the employee and the Company regarding the issue of utilizing contractors

In accordance with the principles outlined above, the Company and the Union have agreed to exchange information and formally discuss issues related to the contracting out of work which is presently being performed by bargaining unit employees.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk



## **LETTER OF UNDERSTANDING #19**

June 6, 2003

### **RE: Alternate Work Schedules**

During the 1996 negotiations for the renewal of the existing Collective Agreements, the Union put forward a proposal on "standards for alternate work schedules". Both the Union and the Company expressed interest in developing alternate work schedules that would better serve the needs and interests of our customers. In the negotiations for renewal of the Collective Agreements that expired December 31, 1999, "alternate work schedules" were again discussed and it was agreed by the parties to expand the hours of work that would be eligible for a shift premium.

In response to the Union's proposal and their concern regarding obstacles to implementation of alternate work schedules, the Company agrees to the following:

- (i) The "hours of work" section in the Collective Agreements will remain unchanged.
- (ii) Alternate work schedules will be jointly developed and agreed to locally.

## LETTER OF UNDERSTANDING #19

- 2 -

- (iii) Employees working on an alternate work schedule (e.g. 10 or 12 hours) will be paid for recognized holidays, bereavement and jury duty according to the regularly scheduled hours of the alternate work schedule (e.g. 10 or 12 hours).
- (iv) Shift premiums for alternate work schedules will apply to all hours worked on a regularly scheduled alternate shift (i.e. a shift other than those specified in the Collective Agreement) that ends after 6:00 p.m., at the appropriate E or M shift premium.

T. Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #20**

June 6, 2003

### **RE: Workforce Adjustments**

During the negotiations conducted in 1996 to renew the Collective Agreements, as a result of the Union proposal on job and bargaining unit security, the parties reviewed the then current provisions of the agreements and Letters of Intent, designed to protect the rights of employees in the event of a workforce adjustment. The Company indicated that although there are no plans to alter the workforce, it is acknowledged that it is not possible to predict the future.

In this context, and in recognition of the concerns expressed by the Union, the Company agrees that should a condition develop whereby it is determined by management that within a 30 day period, a significant workforce reduction is required, the Company will review the situation with the Union with a view to discussing the alternatives and reaching agreement on how the reduction can best be implemented to ensure a minimum impact on the employees involved.

Should there be no agreement within 30 days of the commencement of these discussions, the Company will utilize layoff or other procedures as provided in the Collective Agreement.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

## LETTER OF UNDERSTANDING #21

June 6, 2003

### **RE: Banking of Overtime Hours**

During the 1996 negotiations, the Union submitted a proposal for "banking overtime".

It was agreed as part of these negotiations that "banking overtime" as a concept could be implemented on a trial basis in all areas of the company under the following terms and conditions.

- (i) Employees will have the option of being paid for overtime hours worked at the applicable overtime rate or being paid for overtime hours worked at their regular rate of pay and "banking" an equivalent number of hours.
- (ii) The number of "banked" hours must not exceed twenty-four (24) hours at any time.
- (iii) The unused "banked" hours will be paid out at periods during the calendar year agreed to by both parties (e.g. six month period). Employees will be paid at their regular rate of pay for these hours.
- (iv) Employees must receive prior management approval to take time off using "banked" overtime hours. When approval is given, the employee will be paid for the scheduled time off at his/her regular rate of pay.

## LETTER OF UNDERSTANDING #21

- 2 -

- (v) Management and Local Unit representatives will meet to discuss and mutually agree on the administration of the "banked overtime" process. It is agreed the trial period will be the term of the agreement.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #22**

June 6, 2003

### **Re: Unifor Health, Safety & Industrial Relations Training Fund**

During the negotiations for renewal of the Collective Agreements that expired December 31, 1999, the Union submitted a proposal to include provision in the Collective Agreement for Company financial support to the Unifor Health, Safety & Industrial Relations Training Fund. This fund provides training and seminars for union members, and, in addition, Company management is invited to participate in some of the programs offered under this fund.

The Company has agreed to continue its financial support to this fund for the term of the renewed Collective Agreement. This financial support will be \$15.00 per quarter for each employee of Union Gas Limited who is represented by Unifor.

Terry Tippin  
Manager, Labour & Employment Relations  
Union Gas Limited

TT/pk

## **LETTER OF UNDERSTANDING #23**

**May 2, 2003**

### **Re: Utility Services Representative**

During negotiations for renewal of the collective agreements that expired December 31, 2002, the parties discussed the status of employees who “grandfathered” and did not transition to the Utility Services Representative (USR) role in 2000. During the discussions, the Union questioned the impact this change may have on employees in the grandfathered roles in the event of job redundancy.

As a result of these discussions the parties have agreed that, in the event of a job redundancy, employees in the grandfathered roles (Special Service Representative, Customer Service Representative, Maintenance Crew Leader, Maintenance Representative and Meter Setter) will be considered the same as Utility Services Representatives. However, should the percentage of Utility Services Representatives in a Branch drop below 75% as a result of using the provisions of this letter in regard to job redundancy, management reserves the right to require the percentage of Utility Services Representatives to return to a minimum of 75%.

The Company has also clarified its position relative to the employees in the above-grandfathered roles. In the event an employee in the USR role voluntarily leaves that role, and the percentage of USR’s drops below 75% in a Branch as a result, the Company will not require a grandfathered employee to become a USR.

Terry Tippin  
Manager, Labour and Employment Relations  
Union Gas Limited

TT/pk

## LETTER OF UNDERSTANDING #24

June 6, 2003

### Re: Employment Security

During negotiations for renewal of the Collective Agreements that expired December 31, 1999, the parties discussed the Company's intention to implement a "work management" system. During these discussions, the Union raised employment security issues.

The Union and the Company have historically demonstrated the ability to jointly develop processes that address employment security issues within the workplace. As result of these negotiations, the Company, in conjunction with the Union, reaffirms its commitment to mitigate employee disruption or dislocation in the workplace by considering any or a combination of the following:

- Job sharing opportunities
- Employee retraining
- Unpaid leaves of absence
- Voluntary layoff with recall rights
- Reduced hours per week
- Employment Counselling
- Relocation Assistance
- Commuting Assistance
- Recall rights to former location
- Temporary assignments or project work
- Voluntary severance
- Enhanced layoff notification

Further, the Company and the Union may explore other opportunities that are appropriate to mitigate employee disruption or dislocation.

Terry Tippin,  
Manager, Labour & Employment Relations  
Union Gas Limited



## LETTER OF UNDERSTANDING #25

May 23, 2003

### Re: Utility Labour Pool Employees

During the negotiations for renewal of the collective agreements that expired December 31, 2002, the Company and Union agreed to the establishment of a new job classification, "Utility Labour Pool".

The Company has indicated to the Union that this new classification is intended to be complementary to the existing workforce and that this classification provides management with an additional option when considering if work can be performed by Company employees, as opposed to contracting out work.

During the discussions the Union expressed concern about the impact this change may have on employees. The Company confirms to the Union that the creation of the Utility Labour Pool classification in and of itself will not create job redundancies. However, the parties also discussed that the Company cannot guarantee job levels for its employees and that job levels within the Company are based upon the workload and operating requirements of the company.

T. Tippin  
\_\_\_\_\_  
Manager, Labour & Employment  
Relations,

D. Valente  
\_\_\_\_\_  
CEPU National Representative

## LETTER OF UNDERSTANDING #26

May 23, 2003

### **Re: Recognition of Local 8833**

During the negotiations for the renewal of the Collective Agreements that expired December 31, 2002, the Union proposed the merger of Locals 236, 633-0 and 888. The Company has agreed to recognize the preceding Locals and Bargaining Units as Local 8833 and to acknowledge the following administrative changes for the term of the renewed Collective Agreements, at which time this agreement will be reviewed.

In regard to this administrative merger of Locals, the following principles are agreed to:

- Each existing Bargaining Unit will continue to have a separate seniority list. There is no merger of seniority or Bargaining Units.
- This action will not serve to increase the number of Unifor representatives that participate in various meetings and committees, whether prescribed by the collective agreement or otherwise.
- This recognition of Local 8833 does not change, alter or affect the terms and conditions contained in the existing collective agreements between the Unifor and Union Gas Limited except as noted below.
- The Company agrees that the Local 8833 Chief Steward may participate in Step 3 grievance meetings. It is also understood that meetings will be scheduled to minimize the amount of Company paid time required to attend these meetings.

## LETTER OF UNDERSTANDING #26

- 2 -

- The Company agrees to recognize the President of Local 8833, and that this recognition will not generally affect the day to day communications between local management and local Bargaining Unit representatives.
- It is agreed that Local 8833 will be represented by four (4) representatives at the next negotiations for renewal of the Collective Agreements.

T. Tippin  
\_\_\_\_\_  
Manager, Labour & Employment  
Relations,

D. Valente  
\_\_\_\_\_  
CEPU National Representative

## LETTER OF UNDERSTANDING #27

February 10, 2009

### **Re: "CHOICES" Benefit Plan – Annual Review Meeting**

The Company and the Union agree that the current employer/employee cost sharing percentage of 85% employer and 15% employee will be maintained during the life of the collective agreement. A review of the actual costs of the plan will be conducted on an annual basis and any adjustments will be effective at the time of the annual enrolment of the Choices program. A meeting will be held during the second quarter of the year to review the actual costs of the program.

The parties agree there is a shared responsibility to manage the significant increases being experienced in "CHOICES" Benefit Plan costs. To this end the parties have agreed to meet annually during the term of the Collective Agreement (2009 to 2011) for the purpose of:

- Reviewing the previous year's – actual benefit costs, employer / employee cost sharing, employee flex credits totals, benefit price tag selections, and enrolment statistics under the "CHOICES" Benefit Plan;
- Discussing cost management opportunities;
- Discussing the content of employee education / information sessions that will be delivered by management, during the term of the Collective Agreement, prior to each annual "CHOICES" Benefit Plan enrolment;
- Reporting to Benefits Management possible changes, cost management opportunities, and education / communication matters related to the "CHOICES" Benefit Plan.

## LETTER OF UNDERSTANDING #27

- 2 -

The parties agree that during the annual financial review of each previous year (comparing projected costs to actual cost), if the actual overall employee costs incurred exceeds 15% of the total benefit costs, the company will refund the excess costs to employees in the next annual re-enrolment. The details of how the excess employee costs are refunded will be determined and agreed to during the annual review meeting.

Union sign-off by Memorandum of Agreement will be required to implement any changes to the "CHOICES" Benefit Plan content, not including administrative changes and procedures.

The annual meeting will be arranged by the Benefits Department and the participants will include up to three (3) active employees, and one (1) retiree representing Unifor South, the Union's National Representative, and representatives of management.

Robert Cadieux  
Manager, Labour & Employment  
Relations,

D. Valente  
CEPU National Representative

## LETTER OF UNDERSTANDING #28

February 10, 2012

### RE: Meal Allowance

- 1) Employees who are required to work unplanned overtime are eligible for a reasonable meal allowance upon submission of detailed receipts. A meal allowance will be granted for:
  - i) After more than 2 hours beyond their scheduled hours of work; or 10 consecutive hours of work;
  - ii) After more than 4 hours on a Company recognized holiday;
  - iii) After more than 4 hours if called in on a scheduled day off.
- 2) Employees who are required to travel for business are eligible for a reasonable meal allowance upon submission of detailed receipts.
- 3) Where possible, all meals must be purchased on the Company credit card.

Robert Cadieux  

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Manager, Labour & Employment  
Relations

Bruce Teran  

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Unifor National Representative

## LETTER OF UNDERSTANDING #29

February 10, 2012

Letter of Understanding  
Between  
Unifor (South)  
(hereinafter the "Union")  
- And -  
Union Gas Limited  
(hereinafter the "Company")

The following applies to newly hired individuals into a Welder-Fitter position after the date hereof.

Under Appendix "A" (Gas Supply (ie. STO) and Maintenance) of Unifor South Collective Agreement and subject to any increases negotiated for 2012 and beyond, individuals who are hired as a Welder-Fitter will start at Grade W4 (currently \$25.81) and must successfully complete tests prior to progressing to the next higher Grade No. W3, (currently \$26.83), then Grade No. W2 (currently \$29.32) and ultimately to the highest Grade No. W1 (currently \$32.97). Normally, there will be a maximum of six (6) months between date of hire at Grade No. W4 and progression Grade No. W3 assuming the successful completion of the required test(s), and similarly a maximum of six (6) months between Grade No. W3 and Grade No. W2, and finally a maximum of six (6) months between Grade No. W2 and Grade No. W1, again assuming successful completion of the relevant tests.

The foregoing supersedes the Gas Supply Welder Classification and Progression under the current Collective Agreement Appendix "A", and likewise the Maintenance and Construction Department Classification in the current Collective Appendix "A", for those newly hired into a Welder-Fitter position after the date hereof. Existing Unifor South employees that transfer into the Welder-Fitter position will be maintained at their current rate of pay (not to exceed the W1 rate).

## LETTER OF UNDERSTANDING #29 (Cont'd)

- 2 -

Upon entry into a Welder-Fitter Classification, an employee may receive credit for their prior internal and external welding experience, training and qualifications and be placed at a higher Grade No. than Grade No. W4, if the employee successfully completes the tests that would normally be required for the higher Grade placement.

For those who transfer, or are hired into a Welder-Fitter Classification after the date hereof, and who fail a welding test, they shall have one further opportunity to pass that test within thirty (30) calendar days, and if they still fail, they shall be deemed terminated if they were a new hire to Union Gas or had transferred from a non-Unifor role. If they had bid or transferred from another Unifor position, they may exercise seniority if applicable, to bump back into their most current position prior to the Welder-Fitter position.

An employee moves to the next higher rate at the commencement of the second pay period after passing the applicable tests.

Dated at London on February 10, 2012.

Jim Galvin

Chairperson, Gas Workers Council

Wes Armstrong

Dir. Distribution Operations



## **LETTER OF UNDERSTANDING #30**

September, 2012

### **LETTER OF UNDERSTANDING FOR UNION GAS LIMITED (“The Company”)**

**AND**

### **UNIFOR LOCAL 5, 56, 758, 914, 938, 999, 8833 (“The Union”)**

1. A scheduled vacation day with pay, a scheduled flex day, or a scheduled lieu day shall be rescheduled with pay and the employee shall be paid sick pay benefits pursuant to Article 15 of the collective agreement subject to the following:
  - (a) The employee is ill on the vacation day(s), the flex day, or a scheduled lieu day;
  - (b) The employee would otherwise be entitled to sick benefits under Article 15 of the collective agreement if the vacation days, the flex day, or the lieu day had been treated as work days;
  - (c) The period of illness is three (3) or more consecutive working days and includes each vacation day, the flex day, or the lieu day to be rescheduled;
  - (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 1(c) above;
  - (e) The employee attended a medical doctors office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the schedule vacation, flex day, or the lieu day;
  - (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;

- (g) The employee directly contacted his/her manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
  - (h) The flex day is rescheduled in the calendar year earned and local management may reasonably reschedule based on operational requirements. There is no carryover of flex days, in respect to sick leave.
  - (i) An employee's vacation entitlement is determined by service. The employee's service is not interrupted by a period of STD. In other words, the employee is treated as an active employee during all periods on STD for vacation entitlement purposes.
  - (j) In the event that an employee moves from STD to LTD after the date hereof, the period on LTD is considered as inactive and the employee's vacation entitlement in any calendar year in which the employee is not at work and on LTD is nil unless the employee was on STD during any part of the calendar year.
  - (k) After the date hereof, when an employee returns to active employment from LTD and has successfully completed any applicable work hardening program, they shall receive their full vacation entitlement for that calendar year.
2. Scheduled time off (banked time), will be returned to the employee's time bank and the employee shall be paid sick pay benefits pursuant to Article 15 of the collective agreement subject to the following:
- (a) The employee is ill during the scheduled time off;
  - (b) The employee would otherwise be entitled to sick pay benefits under Article 15 of the collective agreement if the time off had been treated as time scheduled to work;
  - (c) The period of illness is three (3) or more consecutive days and includes the scheduled time off to be returned to the employee's time bank;

- (d) The employee provides satisfactory proof of illness for the period of illness claimed pursuant to 2(c) above;
  - (e) The employee attended a medical doctor's office to be seen by the family physician or a physician in the Family Health Team, Nurse Practitioner or hospital emergency department the day of the commencement of the sickness or prior to the commencement of the scheduled time off;
  - (f) The STD Group Claim Form was completed by a Qualified Health Practitioner which supports the disability and the claim is approved;
  - (g) The employee directly contacted his/her manager within one (1) working day of the initial visit to the Qualified Health Practitioner; and
3. In the event that a recognized holiday falls during a period of absence from work for which an employee is receiving indemnity under the Sickness and Accident Insurance Plan the following shall apply:
- (a) The employee shall be paid the greater of sick pay or the holiday allowance set out in the collective agreement provided the employee otherwise satisfies the qualifications for the payment of the allowance;
  - (b) An employee paid the holiday allowance pursuant to (a) above shall not be paid insured sick pay for the recognized holiday;
  - (c) If the employee does not otherwise satisfy the qualifications for payment of the holiday allowance, and accordingly, is not entitled to the allowance pursuant to (a) above, the employee shall be paid insured sick pay for the holiday.
4. Where a holiday falls on a Saturday or Sunday and an office closure date is declared, an employee who is scheduled to work on the office closure date but who is ill, will receive sick pay at the appropriate level and holiday pay entitlement (i.e. previously elected holiday pay or a future paid lieu day). An employee who is not scheduled to work on the office closure date but is ill that day, shall not receive sick pay but will receive holiday pay entitlement only.

## LETTER OF UNDERSTANDING #31

February 25, 2015

### **RE: Crew Leader (Maintenance & Construction), Stopping and Tapping Operator and Welders (STO & Back Up)**

- a) Crew Leader - The Company and the Union agree that a full time Crew Leader opportunity posting will be posted in all areas where a Crew Leader will be required. When selecting the Crew Leader, the following factors will be considered by the company in determining which employee(s) will be selected for the position: qualifications, ability to perform the function, experience, and knowledge and seniority.. Crew Leader rate will be current plus \$1.54 per hour.
- b) Stopping and Tapping Operator- The Company and Union agree that recruitment and selection for the Stopping and Tapping Operator role will be by internal posting. When selecting the Stopping and Tapping Operator, the following factors will be considered in determining which employee(s) will be selected for the position: qualifications, ability to perform the function, experience, and knowledge and seniority. . The Stopping and Tapping Operator rate will be equivalent to the Crew Leader rate.
- c) Welder - The Company and the Union agree that a lump sum payment of one thousand dollars (\$1,000.00) will be provided to STO Welders and designated back-up STO Welders once annually upon successful completion of the required STO welder testing. The above applies to the term of this Agreement.

Robert Cadieux

Bruce Teran

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Manager, Labour & Employment Relations UNIFOR National Representative

## LETTER OF UNDERSTANDING #32

Letter of Understanding  
Between  
UNIFOR (South)  
(hereinafter the "Union")  
- And -  
Union Gas Limited  
(hereinafter the "Company")

The following applies to newly hired individuals into a Stopping and Tapping Operator role dated hereof.

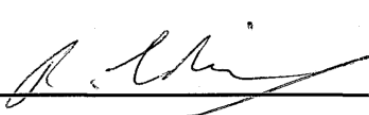
Individuals who are hired as a Stopping and Tapping Operator must be already certified and capable of operating small diameter equipment. Successful candidates will remain at their current rate until they have successfully completed the required formal training, competency assessments and supervised logged mentorship operations on live gas. Upon successful completion, the individual will progress to the Stopping and Tapping Operator rate of \$36.86, which is equal to the Utility Services Crew Leader rate. Progression will normally occur within one year of being hired into the role.

As part of the progression individuals must successfully complete formal large diameter stopping and tapping training and complete a minimum of 6 operations on each piece of equipment under the direct supervision of a mentor (No live gas work). This must be completed within 3 months of formal training. Following this, the candidate must successfully complete the large diameter competency assessment within 6 months of the formal training being completed. Finally, the candidate must complete 10 supervised logged operations on live gas with a mentor. These supervised logged operations must be completed within one year of formal training.

Upon entry into a Stopping and Tapping Operator Classification, an employee may receive credit for their prior internal and external stopping and tapping experience.

An employee moves to the next higher rate at the commencement of the second pay period after passing the applicable tests.

Dated at Waterloo on February 25, 2015.



Robert Cadieux  
Manager, Labour & Employment Relations



Bruce Teran  
UNIFOR National Representative