

SOURCE	REF	TEAM	NO. OF EMPLOYEES	HOME	EMPLOYEES

**COLLEGE**  
**AGREE**

between

**UNION GAS LIMITED**  
and  
**COMMUNICATIONS,  
ENERGY AND  
PAPERWORKERS  
UNION**

**OPERATIONS**

- Local 38
- Local 790
- Local 795

Feb. 1, 1998 to Jan. 31, 2000 Inclusive

# COLLECTIVE AGREEMENT

between  
**UNION GAS LIMITED**  
and  
**COMMUNICATIONS,  
ENERGY AND  
PAPERWORKERS  
UNION**

## **OPERATIONS**

Local 38

Local 790

Local 795

24/11/2021

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THIS AGREEMENT ENTERED INTO  
this 13th day of March 1998.

BETWEEN

UNION GAS LIMITED  
an incorporated Company under the laws of Ontario,  
hereinafter called the "Company".

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION, LOCAL 790 -  
Thunder Bay, affiliated with the Canadian  
Labour Congress, hereinafter called the "Union".

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION, LOCAL 795  
Timmins, Kapuskasing, Kirkland Lake,  
Cochrane, Iroquois Falls, affiliated with the Canadian  
Labour Congress, hereinafter called the "Union".

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION, LOCAL 38  
Port Hope to Cornwall, affiliated with the  
Canadian Labour Congress,  
hereinafter called the "Union".



## ARTICLE 1

### PURPOSE

**1:01** The Company **recognizes** the Union as the **sole** bargaining representative for all employees of the Company Thunder Bay (including **Shuniah, Paipoonage, Neebing** and **McIntyre**) save and except Assistant Supervisors or Foremen a persons above such rank, Sales and Office Staff.

The Company in **Timmins** **recognizes** the Union the sole bargaining representative for all employees of **the** Company in **Timmins, Kapuskasing, Kirkland Lake, Cochra** and **Iroquois Falls**, save and except Foremen, persons above **the** rank of Foremen, Sales and Office staff.

The Company **recognizes** the Union as the **sole** collective bargaining agent for all employees in its service **at** from Port Hope to Cornwall except Foremen, those above **the** rank of Foremen, Sales and Office staff.

**1:02** The purpose of this Agreement is to advance **the** mutual interests of the Company and the employees: to **provide** for the operation of the service of the Company under **methods** which will further, to the fullest extent possible, the safe efficiency and economy of operations; to maintain a **continuation** of employment under conditions of reasonable hours, **compensations** and working conditions. It is **recognized** by this Collect Agreement to be the duty of the Company, the Union and **the** employees to cooperate fully, both individually and **collective** for the advancement of their mutual interests.

**1:03** Notwithstanding that this Agreement is **reproduced** a single booklet, the parties agree that there are separate individual Agreements for each bargaining unit described

Article 1 hereof and that nothing herein shall be deemed to have merged or consolidated the bargaining units or the bargaining representatives.

## ARTICLE 2

### REPRESENTATION

**2:01** The Company and the Union shall recognize a Committee of four (4) in number, two (2) of whom shall be employees of the Company and members of the Union and two (2) of whom shall represent Management, such a Committee to be known as "Negotiating Committee" with the purpose of concluding recommendations to the parties to the Collective Agreement. The Union and the Company encourage insofar as possible such representation to be from separate departments. This Committee may be expanded by agreement to add additional Company and/or Union personnel.

**2:02** The Company agrees to recognize a Grievance Committee of not more than three (3) members, duly elected or appointed by the Local, one (1) of which will be the President of the Local.

**2:03** The Union will notify the Company, in writing, of the names of the Officers and Members of the Negotiation and Grievance Committees.

**2:04** The Company will pay lost-time basic wages (if any) to two (2) members of the Union/Management Grievance Committee while such employees are attending such meetings held in conjunction with management representatives. The

foregoing will also apply to Labour/Management meetings which are mutually agreed to be held during the term of the Collective Agreement. The Company will pay lost-time basic wage combined to a total of up to two hundred and eight (208) hours for the Negotiating Committee (two (2) employees) during time spent negotiating a renewal or revision to the Collective Agreement at meetings with management representatives, including conciliation. Time periods paid by the Company will not be used when calculating overtime. The Company will not pay for expenses for travelling or accommodations for any employee pertaining to such aforementioned Committee work. A member of the Union Negotiating Committee scheduled to work evening shift on a negotiating day will have his/her shift changed to the day shift on said day. There will be no change of shift penalty for the negotiating team member either going to a shift altered or returning to the original schedule.

**2:05 Applicable to Locals 795 and 38 Only**

The Company will arrange for up to four (4) evenings or four (4) Sunday afternoons or any combination of the two any calendar year for an employee to be relieved of standby duty so that he may attend a regularly scheduled Union meeting. Such arrangements must be requested in writing at least for eight (48) hours in advance by the Service Fitter concerned.

## ARTICLE 3

### STRIKES OR LOCKOUTS

**3:01** The Company agrees that there shall be no lockouts and the Union agrees that there shall be no strikes. All disputes between them shall be submitted for settlement in accordance

th the Grievance and Arbitration procedure as set forth in this Collective Agreement. The parties acknowledge and agree that the event maintenance or service of the system and its customers are inconvenienced as a result of a labour dispute not directly involving the parties hereto, efforts shall be made to avoid coming involved in such a dispute when the employees are performing their work duties.

## ARTICLE 4

### UNION SECURITY

**4:01** All employees covered by the terms of this Collective Agreement and new employees who enter the Company service shall, as a condition of continued employment, become members of the Union on the completion of thirty (30) calendar days of continued employment and shall remain members in good standing in accordance with the Constitution and By-laws of the Union for the duration of this Collective Agreement.

#### **4:02**

(a) The Company agrees to deduct Union dues, assessments and initiation fees from the first pay period of each month, from all the Union members in the bargaining unit. All money so deducted and the list of the employee's names from whom deductions have been made, indicating the amount deducted from each Union member, will be remitted to the Secretary-Treasurer of the local Union not later than the tenth (10th) day of the month following the month when the deductions were made.

(b) The Company agrees to specify the amount of Union dues paid by each employee in the bargaining unit for the appli-

cable calendar year on the individual's T4 Income Tax Certificate issued by the Company.

**4:03** Neither the Company nor the Union will discriminate against any:

(a) Person in regard to employment, membership, or term or condition of employment or membership because of sex, marital status, race, creed, colour, nationality, ancestry place of origin.

(b) In referring to employees in the Agreement, the gender of any adjective, pronoun, adverb, etc. will be interchangeable so that they apply to both sexes unless so stated in the applicable clause. The word "employee" as used in this Agreement may be interpreted to mean "employees" or vice-versa, as the context dictates.

**4:04** It is agreed that the employees of the Company covered by the scope of this Collective Agreement shall perform the work normally performed by employees in the bargaining unit except during an emergency or for training purposes. The Company agrees that no employee who has established seniority shall be laid off, remain on lay-off or demoted as a result of the Company contracting out work which regularly would have been performed by such employees

**4:05 Applicable to Local 38 Only**

The Union, its members and/or its agents, shall not conduct Union activities on Company time, or in Company premises, except as herein expressly provided or on the approval of the Supervisor and his/her Delegates.

## ARTICLE 5

### MANAGEMENT FUNCTIONS

**5:01** The Union agrees that it is the right of the Company to manage the affairs of the Company and to direct the working force, subject to the terms of this Collective Agreement.

**5:02**

(a) **Applicable to Locals 795 and 790 Only**

The right to hire, discharge or discipline "for just cause" and to maintain efficiency of employees is the right and responsibility of the Company, except that Union members shall not be discriminated against as such and provided that any decision of management relating to discipline may be appealed through the grievance procedure.

(b) **Applicable to Local 38 Only**

The Union also recognizes that the right to hire, promote, demote, discipline and transfer, the working force and to maintain order and efficiency are the exclusive responsibilities of the Company, provided that a regular employee who has completed his/her probationary period who alleges that he/she has been discharged or disciplined without just cause may submit a grievance as hereinafter provided.

## ARTICLE 6

### EMERGENCY OPERATIONS

**6:01** In the event of a serious disruption of service, breakdown or other emergency, employees shall unite to meet the

emergency and shall, until the danger has been brought under control, perform such duties as may be required of them regardless of their occupation.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### **7:01 Step One**

Should any grievance arise involving the meaning or application of this Agreement, an employee shall, within thirty (30) calendar days from the date the grievance occurred, accompanied by a Steward, meet with and present the grievance in writing, to the Foreman or Delegate, if such employee is in the Construction and Maintenance category.

Other employees who have a grievance shall meet with their Town Supervisor or a Delegate to settle the grievance. The Foreman or Supervisor or their Delegate will render a decision, in writing, within seven (7) calendar days following the meeting.

#### **Step Two**

If the grievance is not settled in Step One, the Union may request, in writing, a meeting with the Manager, Planning and Construction or a Delegate or the Area Operations Manager or a Delegate (depending on the job category of the grievor employee). Such a request will be made within seven (7) calendar days from the date the Foreman or Town Supervisor or their Delegate made a decision in Step One. The Superintendent, the Regional Manager, or their Delegates, as the case may be, will, with the Union, arrange to meet within seven (7) calendar days from the date the request was made by the Union. T

Union's National Representative (providing such an Officer is available), may be at this meeting upon request of either party. The Company may require the Manager, Labour Relations to participate.

The Superintendent, Construction & Maintenance or a Regional Manager, Customer Service and Construction, or their Delegates, as the case may be, will render a decision, in writing, within seven (7) calendar days from the date of the meeting. If the Union is not satisfied with this decision the grievance may be referred to arbitration as herein provided.

**7:02** A grievance shall be deemed to be waived unless the grievance is referred by the employee or the Union to the Company within thirty (30) calendar days from the date of the occurrence of the grievance.

**7:03** A grievance affecting more than one (1) employee may be submitted, in writing, by the employees concerned or the Union at Step Two of the grievance procedure.

**7:04** A grievance by the Company may be submitted to the Union within thirty (30) calendar days from the date of occurrence together with a written request by the Company for a meeting with the Union's Grievance Committee. The meeting will take place within seven (7) calendar days from the date the request was initiated. The Union Grievance Committee will render their decision in writing within seven (7) calendar days from the date of the meeting. If the decision is not satisfactory to the Company, they may take the grievance to arbitration as herein provided.

**7:05** Where a grievance is not settled under the preceding provisions of this Article, including the question of whether or not a grievance is arbitrable, or where an allegation is made that this



Agreement has been violated, either party may, within thirty (30) calendar days notify the other party, in writing, of its intention to submit the grievance or allegation to arbitration and the notice shall contain the names of the first party's appointee to the Board. The recipient of the notice shall, within seven (7) calendar days, advise the other party of its appointee to the Board.

**7:06** The two (2) appointees so selected shall, within seven (7) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint a third person or if the two (2) appointees fail to agree upon a third person within the time limits provided, then the appointment shall be made by the Minister of Labour upon request of either party. The decision of the Arbitration Board shall be final and binding upon both parties.

**7:07** A grievance by an employee who claims to have been unjustly discharged shall be submitted, in writing, at the start of the grievance procedure within fifteen (15) calendar days from the date of discharge.

**7:08** Time limits involving the processing of a grievance may be extended by mutual agreement between the Company and the Union.

**7:09** Failure by the Company or the Union to comply with the time limits as provided in this Article or within any agreed upon time extension will result in the grievor or grievors being awarded the grievance if the Company is tardy. If, however, the Union is tardy, the grievance will become null and void.

**7:10** Each party shall bear the expense of its own non-attorney fees to the Board and one-half (½) the expense of the Board's Chairman.

**7:11** An Arbitration Board that is required to rule upon a grievance of an employee who claims to have been unjustly charged may rule on such a grievance by:

- (a) Confirming the Company's action;
- (b) Reinstating the employee with full compensation in which event there shall be no loss of seniority;
- (c) Any other arrangement the Board may deem as just and equitable.

**7:12** Grievances and reprimands shall be in writing and all state the nature of the violation and the Article(s) and action(s) on which the grievance(s) or reprimand(s) are based. When the Company processes a written warning or when any other disciplinary action is recorded against an employee(s) a copy will be given to the Union Secretary.

**7:13**

(a) Reprimands involving suspension shall be removed from an employee's personnel file providing there have not been any additional offence(s) within a twenty-four (24) month period.

(b) Reprimands not involving suspension shall be removed from an employee's personnel file providing there has not been any additional offence(s) within a twelve (12) month period.

**7:14** The Company or the Union may choose to have an Arbitrator instead of the Board of Arbitration as provided for in this Article. The Company and the Union will endeavour to select an Arbitrator and if they are unable to agree upon such an Arbitrator within fifteen (15) days after the notice to submit the grievance or allegation to arbitration, then the appointment shall be made by the Minister of Labour upon request of either party.

All other provision of this article which apply to the Board Arbitration will be applicable to the Sole Arbitrator referred herein.

## ARTICLE 8

### SENIORITY

**8:01** Each new employee shall be deemed to be a "Probationary Employee" for the first sixty (60) calendar days of continuous service. Probationary employees will have no senior rights, but upon completing their probationary period their seniority shall be dated back to the date the employee was hired by the Company.

**8:02** Probationary employees coming within Section 8:01 of this Article hereof shall, during such sixty (60) calendar period, be on probation and must satisfy the requirements of the Company in all respects if such employees are to continue in the employ of the Company beyond such a probationary period.

**8:03** Periods of absence from work other than those enumerated in Section 8:04 of this Article shall not affect an employee's seniority.

**8:04 Loss of Seniority**

Seniority shall be lost and employment terminated for an employee:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged and is not reinstated pursuant to the provisions of this Collective Agreement;
- (c) Accepts a position beyond the scope of this Collective Agreement;

- (d) Fails to return to work after lay-off within ten (10) calendar days of receipt of notification from the Company, by registered mail, to the employee's last known address;
- (e) Is laid off for a period in excess of fifteen (15) months if an employee has six (6) months or more of service;
- (f) If, however, an employee has less than six (6) months service and is laid off for a period in excess of the length of service since his or her last hire, such an employee's seniority would be lost;
- (g) Otherwise ceases to be an employee;
- (h) Fails to return from a leave of absence as provided in Article 21.
- (i) Absence of an employee from work without notice to the Company and without justifiable cause for a period of five (5) consecutive working days.

**8:05 Lay-Off**

(a) A lay-off for the purposes of this Collective Agreement is defined as a period in excess of three (3) consecutive working days.

(b) A temporary suspension of work for a period of three (3) days or less arising from situations such as floods or other acts or occurrences beyond the direct control of the Company shall not be considered a lay-off for the purpose of this Agreement. It is agreed, however, that no employee will lose more than five (5) working days in any calendar year under this provision.

(c) The Company will endeavour to alleviate temporary suspension of work by assigning any available non-related work

(d) For employees who have one (1) year or more seniority, the Company will consider relocating or retraining of such an employee.

**(e) Lay-Off Procedure**

In the event of a lay-off, the following procedure shall be followed:

- (1) All probationary employees shall be laid off first
- (2) Thereafter, employees will be laid off in the reverse order of their seniority provided there are employees who are sufficiently qualified and willing to perform the available work:
- (3) Employees with more than three (3) months' seniority with the Company but less than one (1) year service who are to be laid off due to lack of work shall be given one week's written notice, in advance, or two (2) weeks' basic pay in lieu of notice.
- (4) Employees with one (1) year or more of seniority with the Company who are to be laid off due to lack of work shall be given two (2) weeks' written notice, in advance, or two (2) weeks' basic pay in lieu of notice.
- (5) Employees with three (3) years' or more seniority with the Company who are to be laid off due to lack of work shall be given three (3) weeks' written notice, in advance, or three (3) weeks' basic pay in lieu of notice.

- (6) Employees with five (5) year's or more seniority with the Company who are to be laid off due to lack of work shall be given four (4) weeks' written notice, in advance, or four (4) weeks' basic pay in lieu of notice.
- (7) Employees with ten (10) years' or more seniority with the Company who are to be laid off due to lack of work shall be given eight (8) weeks' written notice, in advance, or eight (8) weeks' basic pay in lieu of notice.
- (8) The aforementioned notices in this Section shall contain the employee's home address and telephone number. A copy of these notices shall be given to the Local's President.
- (9) The Company will issue the "Employment and Immigration Canada" Record of Employment Form to a laid off employee within five (5) calendar days of the date of lay-off.

**8:06** All employees who are notified of a lay-off may have bumping rights in accordance with their seniority and qualifications in their home base geographical area before exercising their bumping rights into other geographical areas as set out in Article 1 - Union Recognition.

It is understood that all costs, including accommodations and moving expenses incurred by such employee shall entirely at their own expense.

Employees who exercise bumping rights into another category or geographic area shall return to their regular job category in their home base area when work becomes available for other employees are recalled or hired.

**8:07** Employees who are displaced and laid off as a result of any employee exercising his/her rights under the provisions of Article 8 will be given a period of notice equal to that provided the Company by the bumping employee, in lieu of the periods of notice or pay as specified in this Article.

**8:08 Recall after Lay-Off**

When there is a pending increase in the working conditions after a lay-off, the employees who were laid off and who have maintained their seniority will be notified to report for work in the reverse order of seniority providing such employees have the qualifications to perform the work required and are willing to accept the work available.

**8:09** Where the Company rehires an employee who has been laid off because of lack of work before successfully completing the probationary period, an adjustment regarding the employee's rate of pay may be granted at a time applicable in respect of prior service, upon mutual agreement between the Company and the Union.

**8:10 Seniority Lists**

Showing names, classifications and dates of senior commencement of employees covered by this Agreement shall be posted on Bulletin Boards accessible to all employees covered by this Agreement. The seniority list, if necessary, shall be revised every four (4) months. A copy of the seniority list will be supplied to the Union. Any protest in regard to seniority standards must be submitted to the Company, in writing, within thirty (30) days from the date the seniority lists are posted. Any errors shall be corrected by the Company.

## ARTICLE 9

### **JOB POSTING**

**9:01** In the filling of vacancies and the making of promotions within the Bargaining Unit the following factors shall be considered by the Company in choosing between employees. If factors (b) and (c) are relatively equal, seniority shall govern:

- (a) Seniority;
- (b) Ability to fill the normal requirements of the job;
- (c) Physical fitness of the individual.

**9:02**

(a) Except as provided in Section 9:04 of this Article, the Company shall post in the Construction/Maintenance and Customer Service Departments in either Local 790 or 795 or 38, information concerning vacancies (except for the category of laborer) which occur within the scope of this Collective Agreement so as to give employees, including those on lay-off, an opportunity to apply. Upon such posting(s) the President of the Union Local or Delegate will be permitted to notify, by telephone, an on-site Steward(s) of the construction crew(s) assigned away from their home base, of such posting(s). The Company shall notify all laid-off employees of any posted vacancy by mail on the same day of the posting. Such application shall be made in writing within eight (8) calendar days of the posting of the notice. If there is no qualified employee to fill the vacancy, the Company may transfer an employee from some other location or may hire a new employee to fill such vacancy.

(b) If an employee is interested in transferring to a position with the Company which would take such an employee from a geographical scope of the employee's present bargaining unit in which the employee holds membership, the employee may file



an application for such transfer, in writing, to the Company. Providing the vacancy concerned is not filled by an employee locally, the Company will decide if a transfer is acceptable.

**9:03** Vacancies shall be filled in accordance with the provisions of Article 9, Sections 9:01 and 9:02.

**9:04** Temporary Vacancies not exceeding forty-five (45) calendar days and vacation vacancies may be filled by the Company without posting. For vacancies exceeding this period the Company will post and fill same in accordance with the provisions of this Article.

**9:05** Except for periods involving training, employees temporarily assigned to a higher paid position shall be paid the higher rate for all hours worked in excess of one (1) hour while employed in the higher paid position. Employees temporarily assigned to a lower paid position shall not suffer a reduction in pay rate.

**9:06** Copies of job postings and the names of applicants, if any, will be supplied to the Union together with a notification of the name of the successful applicant, if any.

**9:07 Moving Expenses**

It is understood that all costs, including accommodations and moving expenses, incurred by the employee in his/her effort to fill a vacancy or upon recall after a lay-off, shall be entirely at the employee's own expense. Except in the event that the transfer be made at the expressed written request of the Company, then moving of furniture and travelling expenses for employee and family shall be paid by the Company.

**9:08 Wage Rate on Transfer or Job Vacancy**

An employee who transfers as a result of a mutual agreement between the parties from one classification to another will be placed in the new classification according to the employer's experience and ability but will not suffer a decrease exceeding ten percent (10%) of the pay rate that the employee held in the employee's previous position as a result.

Despite the foregoing, an employee who is permanently transferred or successfully bids on a vacancy in a lesser paying position than the position the employee had held shall receive the pay rate for the lesser paid position, except for mutual agreement of the two parties to this Agreement who may decide that such an employee be put into a higher progression step.

**ARTICLE 10**

**BULLETIN BOARDS & COPIES OF THE COLLECTIVE AGREEMENT**

**10:01** The Company will maintain a bulletin board at each company office as specified in Section 1:01 of Article 1 where bargaining unit members regularly report for work. All Union notices except a notification of a "General Membership Meeting" must be signed by a Local Union Officer and approved by supervision prior to attaching the notice to such bulletin boards.

**10:02** The Company will supply a copy of the Collective Agreement to each employee covered by the Agreement through the Local Union President. In addition, twenty (20) additional copies will be available for the National Representative, upon request. The copies will be in booklet form, saddle stitched and bearing the Company and Union logos.

## ARTICLE 11

### CLOTHING, TOOLS AND EQUIPMENT

#### 11:01

(a) **Applicable to Locals 795 and 38 Only**

The Company agrees during the life of the Collective Agreement to supply appropriate work gloves and rainwear such employees who, due to the nature of the work they perform and the conditions they are exposed to, reasonably require same.

(b) **Applicable to Locals 795 and 38 Only**

The Company will supply two (2) pair of overalls every two (2) years, to be replaced if the immediate Supervisor agrees the condition warrants and providing the worn pair returned.

(c) **Applicable to Local 790 Only**

The Company agrees during the life of the Collective Agreement to supply appropriate work gloves, rainwear and overalls to such employees who, due to the nature of the work they perform and the conditions they are exposed to, reasonably require same.

#### 11:02

(a) The Company will provide at no cost to Servicers in Locals 38, 790 and 795 and who have established seniority, one (1) uniform every two (2) years, providing the employee maintains the uniform at the employee's own expense. It is understood that the uniforms will be worn at times on duty. Temporary meter readers (those who work six less months per calendar year) are excluded from this provision.

(b) Such uniform shall consist of:

- (i) Two (2) toques
  - (ii) Two (2) baseball caps;
  - (iii) Four (4) long sleeved shirts;
  - (iv) One (1) V-neck sweater (or sweater-vest)  
or Two (2) turtlenecks
  - (v) Four (4) short sleeve shirts  
or Two (2) short sleeve shirts  
and Two (2) golf shirts;
  - (vi) Five (5) pants
  - (vii) Two (2) ties
  - (viii) One (1) pair of winter overshoes, maximum  
\$15.00 per annum per employee.
  - (ix) One (1) windbreaker (replacing bi-swing)  
or One (1) insulated vest
  - (x) One (1) Nomex parka or  
Nomex bomber every 36 mos.
  - (xi) One (1) Nomex bib style pants every 48 mos.
  - (xii) **Applicable to Local 38 and 795 only:**  
One (1) three (3) piece nylon rain suit.
- (c) **Applicable to Meter Readers in Locals 795 and 38**
- i) two (2) Centra Caps;
  - ii) one (1) fur hat (every three (3) years) or  
one (1) ski cap or two (2) toques;
  - iii) two (2) long sleeve shirts;
  - iv) two (2) short sleeve shirts or two (2) golf shirts;
  - v) two (2) "V" neck sweaters or  
three (3) turtlenecks;
  - vi) two (2) winter pants;
  - vii) two (2) summer pants or one (1)  
summer pants and one (1) pair shorts;
  - viii) two (2) clip-on ties;
  - ix) one (1) parka; (see 11:04)

- x) one (1) rain suit or one (1) shell jacket (every second issue);
- xi) one (1) bi-swing jacket or one (1) bomber jacket;
- xii) one (1) bib pants every two (2) years.

(d) **Applicable to Local 795 and 790 Only Ties:**

All Company employees with uniforms will wear ties while on duty during the period September 15th through November 15th.

**11:03** The Company will reimburse all employees who have established seniority and are required by law to wear safety footwear up to one hundred dollars (\$100.00) per annum upon receiving a paid receipt.

The aforementioned employees will be subject to Company reprimand if the available safety footwear is not used when working.

**11:04** The Company will provide, at no cost to Construct & Maintenance employees who have two (2) or more years service, one (1) canvas type parka and one (1) pair of winter style pants. The parka and pants will be supplied every year, providing management agrees the condition of the items warrants replacing. The laid-off employees will return their issue to Company during temporary lay-offs. The Company will dry clean and store these items for re-issue.

**11:05** The Company agrees to supply and replace necessary tools and equipment as required for all employees, at no cost providing the employee signs for same. Employees will be required to return all tools and equipment in their possession upon termination of employment.

**11:06 Applicable to Local 38 Only**

(a) As soon as possible after an employee completes his/her probationary period, he/she shall be issued the provisions contained in Sections 11:02 and 11:03 of this Article. The employee shall be considered to have received his/her entitlement for that calendar year in which he/she was hired and will receive subsequent issues at the next regular entitlement date as defined in Sections 11:02 and 11:03.

(b) Employees covered by Section 11:02 shall receive their clothing issued on the following basis:

- (i) If they were hired in an even year (e.g. 1978, 1980, 1982) then, on June 1st of each subsequent even numbered year they shall be entitled to their next issue.
- (ii) If they were hired in an uneven year (e.g. 1979, 1981, 1983) then, on June 1st of each subsequent uneven numbered year they shall be entitled to their next issue.

**ARTICLE 12**  
**AGES**

**12:01 Wage Rates, Job Classifications and Progressions**

Attached hereto and forming a part of this Collective Agreement is Appendix "B", "Progressions, and Appendix "C", "Job Classifications and Wage Rates".

**12:02** Should the Company establish any new classification(s) covered by the scope of this Collective Agreement or should the contents of any position covered by the scope of this Collective Agreement be substantially changed, it will advise the union of the rate or rates it proposes. In the event the rate(s) are

not acceptable, both parties agree to negotiate and failing **agreement**, the matter shall be referred to an Arbitration Board in a manner prescribed in Article 7. The decision of the Arbitration Board shall be final and binding.

**12:03** Employees will be paid on a **bi-weekly** basis Thursday, by direct deposit to a bank account designated by each individual.

## ARTICLE 13

### HOLIDAYS

**13:01** The expression "Holiday" whenever used in this Agreement shall mean any of the following:

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

### **13:02**

(a) For employees who have completed their probationary period, the Company will grant float Holidays, the date of which for each employee will be determined by mutual agreement between the Company and the employee, three (3) be recognized within the period February 1, 1998 and January 31, 1999; and three (3) within the period February 1, 1999 and January 31, 2000.

(b) Employees completing their probationary period during the aforementioned time frames will have their float entitlement pro-rated for that period only, as follows: one (1) float each four (4) months of continuous active service.

**13:03**

(a) Where a holiday as listed in Section 13:01 falls on a ~~Thursday~~, the previous Friday will be observed in lieu thereof and if ~~each~~ holiday falls on a Sunday, the following Monday will be served in lieu thereof.

(b) Where the municipalities where bargaining unit ~~em-~~  
~~ployees~~ regularly report for work observe days other than those ~~l-~~  
~~ist~~ out in Section 13:01 of this Article, the Company may select ~~th-~~  
~~ose~~ observed days in lieu thereof.

**13:04** When Section 13:03 of this Article applies, the ~~ob-~~  
~~erved~~ day for all purposes of this Collective Agreement ~~dis-~~  
~~ces~~ the actual holiday as listed in this Article.

**13:05** All employees who work on a holiday will receive two times their regular basic hourly wage rate for the hours ~~work-~~  
~~on~~ such a holiday, as provided in Article 15, Section 15:02 (c) ~~th-~~  
~~is~~ Agreement.

**13:06** Employees who qualify as per the requirements of ~~ct-~~  
~~ion~~ 13:07 of Article 13 shall receive eight (8) hours pay or ~~ten~~  
~~and~~ one-half (7½) hours, as determined by the work ~~sche-~~  
~~e~~, at their regular basic hourly wage. This payment would be ~~in~~  
~~addition~~ to the premiums specified in Section 13:05 of Article ~~wh-~~  
~~en~~ applicable.

**13:07** To qualify for holiday pay, an employee must be on ~~ly~~  
~~on~~ the preceding and following scheduled work days and if ~~re-~~  
~~scheduled~~ to work on such a holiday, must so work. Despite the ~~re-~~  
~~scheduling~~, if such employee is requested to work on such a holi-  
~~day~~ and does so, the employee will be deemed to have qualified. ~~An~~  
~~employee's~~ absence from work on such days due to sickness ~~or~~  
~~injury~~ or reason beyond an employee's control (providing such



reasons are acceptable to the Company) shall be deemed qualifying providing the employee obtains a doctor's certificate incapacitating illness or injury if the Company requests such proof. Notwithstanding, no employee shall receive pay for a holiday when such a holiday falls during a period of absence from work due to the following reasons:

- (a) Absence not **authorized** by the Company.
- (b) Receiving indemnity for the day under the Company's Sickness Plan or after a period in excess of three (3) months from the occurrence of sickness or non-compensable injury.
- (c) Receiving Worker's Compensation.
- (d) Employees on leave of absence, excluding leave for Union business, who have not worked at least fifteen (15) days during the thirty (30) calendar days preceding the holiday.

**13:08** If the Government of Canada proclaims "Heritage Day" as a statutory holiday, the Company will add this day to Section 13:01 of this Article, to be observed on the Heritage Day subsequent to the Government's proclamation, in accordance with all the provisions of Article 13.

**13:09 Personal Paid Days**

(a) All Seniority Employees shall be entitled to a maximum of five (5) Personal Paid Days, the dates of which will be determined by mutual agreement between the Company and employee. Five (5) days to be **recognized** within the period February 1, 1998 to January 31, 1999 and five (5) days to be **recognized** within the period February 1, 1999 to January 2000.

(b) New hires and seniority employees subject to recall all be eligible for (a) on a pro-rated basis as follows:

- (i) The employee shall be entitled to one (1) Personal Day on date of hire or recall.
- (ii) The employee shall earn one (1) additional Personal Day for each four hundred (400) hours worked subject to the maximums outlined in (a).

## ARTICLE 14

### HOURS OF WORK

**14:01** It is recognized by the Union that the natural gas service provided by the Company to its customers is such that the Company must be prepared to operate when necessary on a twenty-four (24) hour basis and that overtime and standby are an inherent part of the operation of the Company.

**14:02 Applicable to Locals 790 and 795 Only**

The hours of work and days of work as agreed in this Collective Agreement are intended solely as a basis of calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

**14:03 Applicable to Local 38 Only**

*Availability of Work* - The Schedule of hours, days or weeks in no way guarantees that work will always be available.

**14:04 Applicable to Local 38 Only**

The normal hours of work for all employees shall be eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. on five (5) consecutive days. An employee who receives a

call out prior to his/her normal starting time shall be entitled work his/her full normal shift. It is agreed that shift work or regular basis may be established by the Company.

**14:05 Applicable to Local 790 Only**

*Work Week and Work Days*

(a) Service Fitters and Operations Coordinators who designated by the Company, shall be subject to the following hours and work days.

**Service Fitters**

1. **8:00 a.m. to 4:30 p.m.** Shift:  
Monday through Friday.
2. **8:00 a.m. to 4:00 p.m.** Shift:  
Monday through Friday Four (4) days off  
and return to work on 4:00 p.m. to 12:00  
Midnight shift on Wednesday.
3. **4:00 p.m. to 12:00 Midnight** Shift:  
Seven (7) days ending on Tuesday,  
12:00 Midnight.

**Applicable to Local 790 Only -**

4. **8:00 a.m. to 4:30 p.m.** Shift: Wednesday,  
Thursday and Friday off. **8:00 a.m. to 4:00 p.**  
shift on Saturday and **8:00 a.m. to 4:00 p.m.**  
shift on Sunday
5. The Company will place two (2) Service Fitter  
on the **4:00 p.m. to 12:00 a.m.** shift from the  
third Wednesday in September to the  
second Tuesday in April.

**Operations Clerk:**

1. 7:30 a.m. to 3:30 p.m.  
- Monday through Friday
2. 3:00 p.m. to 11:00 p.m.  
- Tuesday through Friday  
8:00 a.m. to 4:00 p.m. - Saturday
3. 3:00 p.m. to 11:00 p.m.  
- Monday - 7:30 a.m. to 3:30 p.m.  
- Tuesday through Friday
4. The Company may utilize a 1:00 p.m. to 9:00 p.m. shift during the warmer months.
5. The Company will schedule the regular work week to provide for Saturday and Sunday off during the months of July and August.

**14:06 Applicable to Local 790 & 795 Only**

(a) The hours of work for all employees covered by this section shall be seven and one half (7½) hours per day, normally 6:00 a.m. to 5:00 p.m. with one (1) hour for lunch except for Meter Readers who will work 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch, seven and one-half (7½) hours per day.

**Applicable to Local 795 Only**

(b) Service Fitters and Operations Coordinators, where designated by the Company, shall be subject to the following hours and work days:

**Service Fitters**

- A. Shift - 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch, Monday through Friday.
- B. Shift - 8:00 a.m. to 5:00 p.m., Wednesday through Sunday with one (1) hour for lunch, depending on workload.

- C. Shift - 1:00 p.m. to 9:00 p.m. Monday through Friday. During the period of May through September, the workload will be analyzed to determine the necessity of the shift.
- D. Shift - 8:00 a.m. to 5:00 p.m. Tuesday through Saturday with one (1) hour lunch period, depending on the work load.

Operations Clerks will work 8:00 a.m. to 5:00 p.m. with one (1) hour staggered lunch period. Employees assigned to B, C, or D shift will perform standby duty as required to cover off-shift hours. Standby in Kirkland Lake, Cochrane and Iroquois Falls will be as required by the Company and will be rotated equitably amongst all qualified employees. It is understood and agreed that the Town Supervisor may be required to perform standby duties.

**14:07 Applicable to Locals 790 & 795 Only**

(a) Commencement *Day of Work Week*

The work week for employees will normally commence on Monday of each week except that Service Fitters and Operations Clerks will be required to work a work week which may commence on a Monday or other than a Monday as provided in 14:05 (b) or 14:06 (c) respectively.

(b) Commencement of **Daily** *Work Hours*

The daily work hours for employees will normally commence at 8:00 a.m. except that Service Fitters and Operations Clerks will be required to work a work day which normally commences at 8:00 a.m. or as provided in Section 14:06 (b) or 14:07 (c) respectively.

**(c) Rotation of Hours and Standby**

The above hours of work in Article 14:06 (b) and 14:07 (c) will be rotated amongst all Service Fitters and Operations clerks and it is understood that standby periods will rotate in conjunction with shifts as it applies to Service Fitters.

**14:08 Work Schedules:**

Standby period, shift work and day work schedules employees so affected shall be posted at least two (2) weeks advance. Efforts shall be made to project shift work schedules far in advance as possible.

**14:09 Change of Shift:**

When an employee's days off are changed by the Company or the scheduled hours for commencing work are altered in excess of four (4) hours (except as otherwise provided for in this Collective Agreement) and when such change occurs on an employee's day off, the overtime rate for days off will apply. Otherwise, a premium will be paid equal to two (2) times the regular basic pay rate for the first day of the altered shift except in the following circumstances:

- (a) Employee's absence from work on an authorized Union leave of absence.
- (b) An emergency as provided for in Article 6 of this Collective Agreement.
- (c) Mutual agreement between the parties to this Collective Agreement.
- (d) Employees working in the same classifications being permitted by mutual agreement to exchange shifts and/or standby periods. Such exchange to be subject to approval by the Company.

- (e) Absence from work of an employee as a result of injury or sickness of such employee where **twenty-four (24) hours** notice of the change has been provided.
- (f) Despite the foregoing in this Collective Agreement, the Company shall not suffer a penalty for **changing** scheduled shifts or standby periods where **forty-eight (48) hours** notice is given by the Company.
- (g) The employee or member of their family have an obligation to advise the Company just as soon as possible of the off-the-job sickness or injury of an employee.

**14:10 Shift Meal Period**

The Company agrees that an employee **scheduled** for the work shift of eight **(8)** consecutive hours shall be **allowed** a thirty **(30)** minute meal period providing that such employee available for duty while on such paid meal period.

**14:11 Coffee Breaks**

(a) The Company will provide two **(2)** fifteen **(15)** minute coffee breaks during each work day, one **(1)** in the morning and one **(1)** in the afternoon. The Supervisor or Delegate will schedule the time for such breaks.

(b) Employees who are **authorized** and work in excess of two **(2)** hours overtime in continuity with their regular shift shall be entitled to a fifteen **(15)** minute coffee break at that time and a similar fifteen **(15)** minute coffee break every two **(2)** hours thereafter.

**14:12**

**(a) Shift and Sunday Premiums**

Shift and Sunday premiums will not be added to the basic hourly rate when overtime premiums, if any, are applicable. The Company will pay the following shift premium for hours worked during a shift involving Service Fitters and Operations workers commencing after 10:00 a.m. and Sunday premium for all hours worked on a Sunday shift.

<b>Shift Premium</b>	<b>Sunday Premium</b>
2.5% of Service Fitter AI Rate	11% of Service Fitter AI Rate

**14:13 Applicable to Local 795 Only**

*Normal Work Day and Normal Work Week*

Employees required to work beyond 12:30 p.m. or to return to work between 12:00 Noon and 1:00 p.m. will be paid at the applicable overtime rate and be allowed thirty (30) minutes for meal period.

In lieu of this provision, an employee may elect to take one (1) hour lunch period. An employee required to work beyond 12:00 Noon to complete an assignment but who completes it before 12:30 p.m. will take a one (1) hour lunch period following completion of the assignment.

**ARTICLE 15**

**OVERTIME**

**15:01 Overtime Distribution**

Overtime will be distributed among the employees who normally perform the work fairly and equitably except as may be provided for in existing or future Governmental regulations. An employee shall be laid off to compensate for overtime worked.



**15:02** Overtime as approved by the Company shall be paid under the following conditions:

- (a) Two (2) times an employee's regular basic wage rate will be paid for hours worked in excess of eight (8) hours or seven and one-half (7 1/2) hours in a day as determined by the work schedule.
- (b) Two (2) times an employee's regular basic rate hours worked on a statutory holiday as provided in Article 13.
- (c) Two (2) times an employee's regular basic rate will be paid for all hours worked on an employee's first and/or second and/or third scheduled day off in a calendar week as the case may be.
- (d) An employee who is required to work overtime and has not had five (5) hours rest in the eight (8) hour period preceding the individual's next regular shift shall be provided time off without loss of regular pay for up to five (5) hours less the employee's actual rest time. Such time off with pay shall be considered as time worked for the purpose of computing overtime.

**15:03 Overtime Meal Allowance**

For all employees, providing they are not receiving the provisions of Article 23 - Per Diem, and who are authorized to work in excess of two (2) hours overtime in continuity over their regular shift, shall be given a hot meal or seven dollars (\$7.00) in lieu thereof. Such cost will be paid by the Company.

## ARTICLE 16

### CALL OUT

**16:01** Call out involves a period of work time not scheduled and not in direct continuity with a scheduled period except where an employee is called out and starts work three (3) hours or more before the commencement of his/her regular scheduled shift.

**16:02** Employees called out under the provisions of Section 16:01 of this Article shall be paid a minimum of three (3) hours at double their straight time hourly rate. When the job which an employee was called out for is completed, such an employee shall be permitted to go home. However, if the employee is again called out within the three (3) hour period or any subsequent three (3) hour period for which the employee is receiving premium pay, then any additional call out or work done within such periods will be regarded as the same call out. Time required to complete work beyond any call out period shall be paid for at the applicable overtime rates.

## ARTICLE 17

### STANDBY

**17:01** When employees are on standby they will be paid for their time according to the following schedule:

<u>Reimbursement</u>	<u>Feb. 1, 1993</u>
(a) One (1) hour up to and including eight (8) hours	\$15.00
(b) In excess of eight (8) hours up to and including sixteen (16) hours.	\$18.00

- (c) In excess of sixteen (16) hours  
up to and including twenty-four  
(24) hours. \$23.00

The standby rate for Statutory Holidays as defined  
Article 13 will be twenty-six dollars (\$26.00)

**17:02 Applicable to Local 38 Only**  
***Standby Periods***

Standby periods shall be scheduled whenever possible for seven (7) day periods and will be compensated for rates as listed for each period up to and including twenty-four (24) hours. Any hours worked during such periods will be paid for overtime rates. Provisions for call out will not be applicable during standby periods.

**17:03** It is recognized that some customer complaints can be resolved by having the employee on standby contact the customer by telephone. In such cases, the employee will be paid one-quarter (¼) hours pay at the employee's straight time hourly rate per customer complaint.

**17:04** Employees on standby will be paid for all hours worked required to resolve customer complaints not corrected by Section 17:03, at the applicable overtime rate as provided for Section 15:02 of this Collective Agreement.

## ARTICLE 18

### PYRAMIDING OF PREMIUM RATES

**18:01** There will be no doubling up or pyramiding of premium rates. Any hour or hours worked which have been paid for once a premium rate shall not again be counted as hours worked for calculation of premium pay.

## ARTICLE 19

### WORKERS' COMPENSATION

**19:01** if an employee is injured in the course of performing work duties assigned by the Company and as a result of such injury is in receipt of payment by the Workers' Compensation Board for time lost, the Company shall pay the difference between the amount received by the Employee from the Compensation Board for lost basic wages and the amount the employee would have received for such employee's basic wage had the employee not been injured. Under no circumstances shall the Company continue the make-up of the difference beyond three (3) calendar months from the day the employee became entitled to Compensation Board payment. Basic pay is defined as the amount received by an employee for eight (8) hours work per day or forty (40) hours per week or, seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, as determined by the work schedule at the time of the injury, excluding shift premiums, overtime and standby compensation. This Article does not apply to probationary employees.

It is understood that any payment by the Company which exceeds an amount greater than the employee's basic wage when such an amount is combined with the employee's Compensation Board payment, then such excess payment shall be refunded to the Company.

**19:02** Employee(s) who become injured during and while performing work duties **authorized** by the Company will suffer no loss of regular basic pay on the day such an employee(s) was injured. The Company may require, if they feel it is necessary, a report attested to by a medical doctor as to the employee's ability to continue working.

## ARTICLE 20

### ANNUAL VACATION

**20:01** Gross earnings for the purpose of this Article shall be the amount of wages earned and specified on the T4 Income Certificate issued by the Company, less any vacation monies received for the year. "Basic pay" shall be calculated at the employee's regular hourly rate in effect immediately prior to the beginning of vacation.

**20:02**

(a) Employees who are terminated with less than one year of service shall receive the vacation entitlement in accordance with the requirements of the vacation section of "The Employment Standards Act" of Ontario.

(b) Employees who are terminated with more than one year of service shall receive the vacation entitlement in accordance with the application of Sections 20:04 and 20:08 of this Article and their last anniversary date.

**20:03**

(a) **Applicable to Local 790 and 795 Only**

Employees with one (1) year but less than two years of service will receive two (2) calendar weeks, ten (10) business days, as time off for vacation. Vacation pay will be four percent (4%) of gross earnings for the previous calendar year or two (2) weeks basic pay, whichever is the greater.

(b) **Applicable to Local 38 Only**

Employees with one (1) year but less than two years of service will receive two (2) calendar weeks, ten (10) business days, as time off for vacation. Vacation pay will be four percent (4%) of gross earnings for the previous calendar year.

**20:04**

(c)

**Completed** Anniversary  
Years of Service

Vacation Pay

<b>Two (2)</b> Years Service	Two (2) calendar weeks (ten (10) business days). Vacation pay will be four percent (4%) of employee's gross earnings for the previous year or two (2) weeks basic pay whichever is the greater.
<b>Three (3) to Eight (8)</b> Years Service	Three (3) calendar weeks fifteen (15) business days). Vacation pay will be six percent (6%) of employee's gross earnings for the previous year or three (3) weeks basic pay whichever is the greater.
<b>Nine (9) to Fifteen (15)</b> Years Service	Four (4) calendar weeks (twenty (20) business days). Vacation pay will be eight percent (8%) of employee's gross earnings for the previous year or four (4) weeks basic pay, whichever is the greater.
<b>Sixteen (16) to Twenty-Four (24)</b> Years Service	Five (5) calendar weeks (twenty five (25) business days). Vacation pay will be ten percent (10%) of employee's gross earnings for the previous year or five (5) weeks basic pay, whichever is the greater.
<b>Twenty-Five (25) Years Service</b> More	Six (6) calendar weeks (thirty (30) business days). Vacation pay will be twelve percent (12%) of employee's gross earnings for the previous year or six (6) weeks basic pay, whichever is the greater.

**20:05**

**(a) Applicable to Local 790 and 795 Only**

Vacations earned may be taken at any time after the completion of the employee's anniversary year date. An employee who has two (2) or more years of service and has not been laid off due to a lack of work in the twelve (12) months preceding his or her anniversary date may take vacation earned prior to his or her anniversary date if he or she so wishes with the understanding that an adjustment will be made if he or she should terminate prior to the anniversary date.

**(b) Applicable to Local 38 Only**

Vacations earned must be taken in the year succeeding the year that vacations were earned, except that employees initially qualifying for third, fourth or fifth week of vacation shall be entitled to such vacation immediately following such employer anniversary date of hire. Such vacations shall be taken at a time convenient to the fulfillment of the employee's duties. Vacations earned must be taken in one continuous period unless otherwise approved by the Company.

**20:06 Applicable to Local 790 and 795 Only**

Subject to Section 20:05 of this Article, vacations shall be taken at a time convenient to the fulfillment of the employee's duties. Employees are urged to take vacations in full consecutive weeks in order to derive maximum benefits. The Company will consider, upon written request by an employee, the carry-over of some of the vacation entitlement to the following calendar year.

**20:07** The Company will post the vacation schedule by the first day of February each year. Senior employees, in keeping with the efficient operations of the Company, shall be granted preference regarding vacation dates.

**20:08** If a holiday falls on a working day within an employee's annual paid vacation period, such an employee shall receive one (1) day extension to such a vacation period.

**20:09** Construction and Maintenance employees subject to regular annual lay-off (seasonal employees) will receive the following appropriate percentage of their gross pay in every pay cycle in lieu of the provisions of Section 20:04:

Completed Anniversary Years	Percentage
Up to but not including 3 years	4%
3 Years up to but not including 9 years	6%
9 years up to but not including 16 years	8%
16 years up to but not including 25 years	10%
25 years service or more	12%

Nothing herein shall effect the Company's right to lay-off employees not referred to in this Section in accordance with the terms of this Agreement.

**20:10 Applicable to Local 38 Only**

Other Employees, who are laid off due to lack of work, shall have their vacation entitlement pay pro-rated.

**20:11** An employee on disability will continue to accrue vacation for only the first twelve (12) months of such disability.

**20:12** If an employee, within his/her vacation period is admitted to a hospital as an "in" patient, then he/she may reschedule her vacation for that day and for the remaining days of hospitalization that coincide with the originally scheduled vacation days. Such an employee will be entitled to the provisions of Article 25, Employee Benefits.

**20:13 Applicable to Local 38 Only**

It is understood that the vacation entitlement must be pyramided and/or totalized.



## ARTICLE 21

### LEAVE OF ABSENCE

#### 21:01 Approval of Leave

Any leave of absence application must be submitted to the Company, in writing, for Company approval. No leave approved by the Company shall offset an employee's seniority when such a leave of absence is used for the purpose of granting and providing the employee returns to work at the expiration of or her leave. The Company will consider extending the leave of absence without pay upon a further written or verbal communication with the employee's supervisor.

#### 21:02 Union Leave

Upon written request, containing one (1) week's advance notice from the Union, the Company will grant a leave of absence without pay for one (1) employee. An additional employee will be permitted a leave of absence without pay provided Management determines that there are sufficient, qualified Union employees available to maintain a safe and economically sound operation. Such leave involving the Union business shall not exceed thirty (30) days for each employee in any calendar year. Maintenance and accumulation of benefits will be maintained (normal payroll deductions will apply).

#### 21:03 Bereavement Leave

(a) The Company agrees to allow up to five (5) regularly scheduled working days, without loss of pay, during the period immediately following the day of death of a spouse or child, and up to three (3) regularly scheduled working days, without loss of pay during the period immediately following the day of death in an employee's immediate family, providing such employee attends

eral. (immediate family is defined to include father, mother, her-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren and grandparents).

The Company agrees to allow an employee one (1) regularly scheduled working day, without loss of pay, to attend a funeral in the event of the death of the employee's grandparents-in-law.

(b) In the event where bereavement occurs during an employee's scheduled vacation period and provided the employee would have been granted time off with pay in accordance with Section 03 (a), an equal number of vacation days may be rescheduled within the same vacation year.

#### **21:04 General Leave**

To the extent that in the opinion of the Company and efficiency of operations permits, the Company agrees, upon application from the employee concerned, to grant a leave absence, without pay but with maintenance and accumulation benefits (normal payroll deductions will apply) for serious illness in an employee's immediate family or personal reasons where the Company is satisfied that the circumstances justify such a leave being granted.

#### **21:05 Witness or Jury Duty**

Employees who have established seniority and who are called to jury duty or subpoenaed for witness duty shall be relieved from their work duties only to such extent as to allow them to carry out such jury or witness duties. Employees on jury or witness duty shall be paid the difference, if any, between jury or witness pay and their regular basic pay from the Company subject to the following provisions:

- (a) The employee must notify the supervisor, in writing, as soon as possible after receipt of notice of the employee's selection for jury or witness duty.
- (b) An employee who is so selected but is temporarily excused from court must report for work until such time as the employee is actually involved in such duty.
- (c) Employees must furnish a written statement from the appropriate public official showing the date of time served and the amount of pay from the court that the employee received.

**21:06 Pregnancy and Parental Leave**

The Company will abide by the provisions of Bill an Amendment to the Employment Standards Act, 1990.

- (a) Any application for such leave shall include the requested date for the commencement of such leave and be accompanied by a certificate from the employee's doctor specifying the anticipated delivery date.
- (b) Where the employee and the employer agree that the period of leave which follows the date of birth may be less than six (6) weeks, the employee may return to work by providing a certificate from the employee's doctor that resumption of work will not endanger the employee's health. If the employee cannot perform her normal duties the employer can order an extension of the leave as provided in this Article.
- (c) An employee to whom such leave has been granted shall be reinstated to her former position.

or be provided with alternative work of a comparable nature under similar terms and conditions with no loss in the wage rate paid to the employee at the commencement of such leave.

- (d) There will be retention of progression to the commencement of such leave with seniority, pension plan credited service and Sick Pay Plan credits continuing to accumulate during such leave.
- (e) Extensions will be considered by management for pre and post-natal leave in the event of extenuating circumstances.
- (f) An employee who has ceased to work and is otherwise entitled to maternity leave shall be granted leave upon providing the Company with a doctor's certificate. Such certificate will be provided within two (2) weeks after she ceased to work, stating that she was unable to perform the duties of her employment because of a medical condition arising from her pregnancy.
- (g) Any employee who experiences any pregnancy related disability or illness (whether arising from complications or not) while actively employed shall not be denied any benefits elsewhere described under the terms of this Agreement.
- (h) An employee who is unable to return to work at the conclusion of her maternity leave because she is disabled for any reason, she must be paid disability benefits accumulated in respect to her service when the leave began. Such benefits will commence on the date she would otherwise have returned to work.

## ARTICLE 22

### SAFETY CONDITIONS AND PRACTICES

**22:01** The Company and the Union recognize their joint obligation and desire to establish and maintain a high standard of occupational safety and health and to identify and correct unsafe working conditions and practices.

#### **22:02**

**(a) Applicable to Local 795 Only**

An Occupational Safety and Health Committee will consist of two (2) management and two (2) bargaining unit members, one (1) from each of the Timmins Construction/Maintenance and Customer Service Departments.

**(b) Applicable to Local 790 Only**

An Occupational Health and Safety Committee will consist of two (2) management and two (2) bargaining unit members, one (1) from each of the Construction/Maintenance and Customer Service Departments.

**(c) Applicable to Local 38 Only**

An Occupational Health and Safety Committee will consist of two (2) management and two (2) bargaining unit members, one (1) from each of the Kingston Construction/Maintenance and Customer Service Departments.

**(d)** The Committees will meet not less than every three (3) months to consider all matters pertaining to occupational safety and health and effectively recommend ways and means of improving and maintaining safety standards and safe work procedures for the purpose of preventing occupational injury and illness.

**22:03** The Company shall maintain all reasonable and necessary precautions for the health and safety of its employees and continue the following practices,

- (a) Providing and maintaining certain equipment and devices for use to protect employees from known hazardous conditions which may exist from time to time.
- (b) Providing a training program to insure safe involvement when utilizing the equipment and devices referred to in Section **23:03** (a).
- (c) Providing first aid treatment supplies.
- (d) Contributing seventy-five percent (**75%**) of the cost of prescription safety glasses and frames, meeting the requirements of **C.S.A.** standards on the Industrial Eye and Face Protectors (and as amended from time to time) and used during the employee's work.
- (e) Payment of lost time basic wages (if any) for the duly designated safety representative while such employee is attending safety meetings. Such time periods will not be used when calculating overtime.
- (f) Giving prompt attention and consideration to the Joint Committee's recommended suggestions.
- (g) Maintain, post and distribute to Committee members minutes approved by the Occupational Health and Safety Committee which shall reflect all matters considered by the Committee.

**22:04** The Committee will regularly study and effectively guided by an applicable health and safety legislation relative the mutual obligations and responsibilities to the Company a its' employees and to provide safe and efficient service to t general public.

## ARTICLE 23

### PER DIEM COMPENSATION AND TRANSPORTATION

#### **23:01**

(a) Employees from the bargaining unit who are requi to work away from the perimeter of the town or city from which th are normally stationed shall receive for each twenty-four (24) h period a per diem amounting to reasonable accommodation p an amount of thirty-four dollars and fifty cents (**\$34.50**).

#### **(b) Applicable to Locals 795 and 790 Only**

The Company reserves the right to arrange and f for suitable accommodations.

(c) The Company will provide meals in remote work sib tions. In addition to the per diem, it is agreed that an employee engaged once every two (2) days or in a situation where i necessary to increase the number of periods, will be allowec communicate with the employee's family to an amount no exceed four dollars (**\$4.00**) at any one time. Such **communicat** costs shall be charged to the employee's lodging and shown on receipt. It is understood and agreed that:

- (1) Receipts for accommodation costs are required;
- (2) Any further requirements by law must be strictly adhered to as it relates to expenses.

**23:02**

(a) Employees directed by the Company to work temporarily in a town or city other than the location they are normally stationed at will be compensated for travelling time and the Company will provide transportation.

(b) If an employee is authorized to use his/her own personal vehicle, the Company will compensate the individual at a rate of thirty-two cents (\$0.32) per mile.

**23:03** When an employee is away from his/her home base during a normal meal period and such meal period is not covered by the regular per diem or Article 15, Section 15:03 - Overtime Meal Allowance, then the Company will provide a meal allowance equal to one-third (1/3) of the normal per diem rate.

## ARTICLE 24

### **CERTIFICATES AND PERMITS**

**24:01** 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 that during the term of this Agreement, to pay for the initial fee and annual renewal of Welder's, Gas Fitter's and Pipeline Inspector's certificates or permits upon receiving documentation from the employee that he/she has successfully obtained the initial certificate or has been invoiced for the annual renewal.

**24:02** It is agreed that employees required by the Company to obtain a driver's licence of a higher category than "C" 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 obtaining and annual renewal of these licences for the designated employees.

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

## ARTICLE 25

### EMPLOYEE BENEFITS

#### 25:01

(a) All the benefits contained in this Article, except OHIP, will commence on the first of the month following or coincident with the employee's sixty-first (61) calendar day of employment. For OHIP, the Company will pay the first premium due on the first of the month following or coincident with the sixty-first (61) calendar day of employment.

(b) All the benefit plans contained in this Article shall as more particularly described and set forth in the respective benefit plans and policies.

#### 25:02 Life Insurance

All members of the bargaining unit will be covered a flat amount of fifty-five thousand dollars (\$55,000.00).

##### Applicable to Local 38 Only:

Employees covered for an amount in excess of the figures will have their benefits maintained at their current levels.

#### 25:03 Accidental Death & Dismemberment

The amount of accidental death and dismemberment principal sum will be equal to the amount of life insurance specified under section 25:02 above.

#### **25:04 Sick Pay Plan**

The existing Sick Pay Plan will continue for the term of this Collective Agreement. Upon the employee completing a sixty (60) calendar day probationary period, such employee will receive, in advance, a bank of sick days equal to one (1) day for each month remaining in the calendar year from the date of the completed probationary period. Upon the commencement of the next calendar year such employee and all other employees will receive an advance of fifteen (15) sick days. Such sick days may cumulate to a maximum of one hundred and forty (140) days. The accumulated bank of days would be reduced by one (1) day each day an employee is absent on a scheduled working day due to a non-compensable injury or illness. At the point where the accumulated bank of days is zero, and the employee is still disabled, the Company will pay the employee sixty percent (60%) of his or her regular basic earnings for each sick day until the individual is eligible for Long Term Disability benefits. The Company reserves the right to require proof of such illness or injury. No employees can receive sick pay if he or she is in receipt of payment for such a day by some other means. It is understood that an employee will, upon completion of thirteen (13) continuous weeks of such illness or injury, be then covered by the Long Term Disability benefit.

#### **25:05 Long Term Disability Plan**

During a continuous period of disability, members of the bargaining unit will be entitled to a benefit of sixty-five percent (65%) of their basic earnings, at their basic pay rate immediately prior to the enforced absence. Employees will be entitled to a benefit of sixty-six and two-thirds percent (66⅔%) of their basic earnings for enforced absences commencing on or after July 11, 1974. However, any general wage increase during the term of this Collective Agreement occurring during the enforced absence

would increase the benefit accordingly. This benefit will begin the date of the completion of thirteen (13) weeks of enforced absence and continue thereafter until recovery from such disability, death or attainment of age 65. Provisions will be included for the maintenance of pension benefits during such disability based on the disabled member's basic earnings and the provisions of the Pension Plan in effect immediately prior to the member becoming disabled. This benefit would not be applicable to an employee receiving Worker's Compensation and would be offset fully by any monies payable by the Canada Pension Plan

**25:06 Semi-Private Hospital Coverage**

One hundred percent (100%) of the premium cost semi-private hospital coverage will be paid by the Company.

**25:07 Major Medical Plan**

One hundred percent (100%) of the premium cost an insured major medical plan will be paid by the Company. The plan will have a thirty dollar (\$30.00) family deductible and a twenty dollar (\$20.00) single deductible. One hundred percent (100%) of the balance, after the deductible has been satisfied, will be paid by the selected insurance carrier. A maximum of twenty-five thousand dollars (\$25,000.00) lifetime accumulated total benefit would be applicable. Employees shall be eligible for the Tra Health Care Plan.

**25:08 Dental Plan**

One hundred percent (100%) of premium cost for Blue Cross Dental Plan #9 with Rider #3 (or equivalent plan with an alternate carrier) will be provided and paid by the Company.

The Cross Rider #3 will have a fifty percent (50%) co-insurance factor. Effective April 13, 1998 the entire dental plan will be based on the 1997 ODA schedule of fees, Effective February 1, 1999, the entire dental plan will be based on the 1998 O.D.A. schedule of fees.

Orthodontics will be increased to a maximum of twelve hundred dollars (\$1,200.00) effective February 1, 1995.

**25:09 Continuation of Employee Benefits**

(a) For an employee on lay-off, the Company will provide and pay the premiums that are due in the four (4) calendar month period following the month of lay-off for the following employee benefits as outlined in Article 25: life insurance, semi-private hospital coverage, major medical and dental plan.

(b) For an employee in receipt of sick pay, Long Term Disability or Worker's Compensation, the Company will provide and pay the premiums for life insurance, semi-private hospital coverage, major medical and the dental plan.

**25:10 Employee Savings Plan**

All Union Gas Employees who are members of the bargaining Unit shall be entitled to participate in the Employee Savings Plan and the employees' participation shall be governed by the rules and regulations of the plan.

## ARTICLE 26

### MEMBERSHIP PLAN

**26:01**

(a) The Company will provide participating employee membership plan data and recipient of benefit information for members of the bargaining unit on an annual basis.

(b) The Company will provide stewardship and actual reports every three (3) years.

**26:02** The Union Gas Limited Pension Plan - Group (Appendix "A") attached hereto and forming a part of this Collective Agreement) will remain in effect for the duration of the Collective Agreement and shall not be changed except by mutual consent of the parties.

## **ARTICLE 27**

### **COST OF LIVING ALLOWANCE**

Effective with the base month of February, 1989, a cost of living allowance will be paid on the following basis:

**27:01** The Consumer Price Index (C.P.I.) for Canada (all items) as published by Statistics Canada with 1971 = 100 shall constitute the controlling index numbers for all calculations of the C.O.L.A.

**27:02** The base index figure will be the February, 1989 C.P.I. The index for March, 1989 and each subsequent month to and including December, 1989 will have subtracted from it the February, 1989 C.P.I. to yield the differential.

**27:03** When the differential calculation in Section 27 preceding exceeds eight percent (8%) by one (1) full percent more, then the C.O.L.A. formula will be triggered.

Any allowance in increments of one (1) full percent shall be calculated on the employee's wage rate in effect per Appendix "C" and paid as a C.O.L.A. float premium from the first of the month following the month in which the comparison is made.

**27:04** The C.O.L.A. premium will be paid on all hours paid until the final comparison when the amount (if any) applicable in the February, 1989 and December, 1989 calculation will be incorporated into the rates of pay effective January 31, 1990.

## **ARTICLE 28**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

#### **28:01 Development**

The Company is interested and will encourage employees who have established seniority to further develop their basic education and gas industrial skills. Upon written application from the employee concerned to the employee's supervisor, the Company shall reimburse the cost of tuition fees for approved courses up to a maximum of three hundred and fifty dollars (\$50.00) per annum upon successful completion and obtainment of the course certificate.

#### **28:02 Training**

On-the-job training by the Company with the employees concerned shall be pursued by the Company as vigorously as possible in order to increase the knowledge and skill of employees in their various job categories.

**28:03** The Company recognizes the desirability of helping employees who may, when the opportunity arises, wish to change to a different position. For those employees who have indicated, in writing to their supervisor, that they would wish to give themselves in training which may be conducted but may necessarily involve their existing job duties, the Company will consider including them in such training programs at time which



will not interfere with the carrying out of their job duties. If employee wishes to be involved in training sessions which being conducted after the completion of their working hours, compensation by the Company would be paid as it would necessarily be on a voluntary basis by the employee concern Compulsory training after normal working hours or while employee is on lay off will be paid by the Company. Further when an employee on lay off is involved in compulsory training the provisions of Sections 8:05 and 8:06 do not apply.

## ARTICLE 29

### TERM OF AGREEMENT

**29:01** This Agreement shall be binding on both parties from the 1<sup>st</sup> day of February 1998 to the 31<sup>st</sup> day of January, 2000 thereafter from year to year unless notice is given in writing either party to the other party, no less than sixty (60) days or more than ninety (90) days before the termination date of Agreement, of either party's desire to negotiate revisions, amendments or the termination of this Agreement and negotiations then commence not less than forty-five (45) days before termination date of this Agreement.

N WITNESS whereof the parties have caused this Agreement to be executed:


Executed on the 26th of June, 1998.

**FOR THE COMPANY**  
UNION GAS LTD.

V. Ternova 

A. Fisher \_\_\_\_\_

D. French \_\_\_\_\_

F. Tippin 

**FOR THE UNION**  
**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION LOCAL 790**  
THUNDER BAY OPERATIONS

B. Teran 

R. Linke 

D. Moffat \_\_\_\_\_

**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION LOCAL 795**  
TIMMINS ET AL OPERATIONS

M. Belliveau 

K. Janiuk 

D. Moffat 

**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION LOCAL 38**  
PORT HOPE TO CORNWALL  
OPERATIONS

G. Light 

T. Orr \_\_\_\_\_

D. Moffat \_\_\_\_\_



**APPENDIX "A" PENSION PLAN**  
**COVERING UNION GAS EMPLOYEES EMPLOYEES**  
**REPRESENTED BY THE COMMUNICATIONS, ENERGY**  
**AND PAPERWORKERS UNION**

1. Replace the existing Basic and Supplemental Plans with Flat Benefit Plan having a pension benefit rate as determined from the following table. For members who retire after January 1984, the benefit rate as indicated will be multiplied by the year (and fractions of a year) of service after August 1, 1959.

<b>Benefit Rate for Retirements</b>	
<b>Feb. 1/92 to Jan 31/93 \$31.00</b>	<b>Feb. 1/93 to Jan. 31/94 \$32.00</b>
<b>Feb 1/94 to Jan 31/95 \$32.50</b>	<b>Feb 1/95 to Jan 31/96 \$33.00</b>
<b>Feb 1/96 to Jan 31/97 \$34.00</b>	<b>Feb 1/97 to Jan 31/98 \$35.00</b>
<b>Feb 1/98 to Jan 31/99 \$36.00</b>	<b>Feb 1/99 to Jan 31/2000 \$37.00</b>

2. A revised non-contributory plan to be known as the Union Gas Employees Pension Plan - Group Three, will be established to provide benefits for members of the Communications, Energy and Paper-workers Union bargaining units in respect of service after August 1, 1959.

(a) A member's normal retirement date will be the last day of the month following attainment of age 65. The plan will permit early retirement of a member with the consent of the Company after age 55 up to and including age 59 and thereafter at the employee's request with accrued pension subject to a reduction one-quarter (1/4) of one percent (1%) for each month by which

Early retirement date precedes age 62. A member may also, with the consent of the Company, postpone his/her retirement beyond age sixty-five (65) but not beyond age seventy (70) with pension credited to normal retirement subject to an actuarial increase.

(b) Benefits shall accrue on the basis of credited service after January 1, 1984 based on hours paid (without adjustment premium rates) on the following schedule:

Hours Paid	Service Credit (Yrs.)
Less than 160 hours	0
160 but less than 320	1/10
320 but less than 480	2/10
480 but less than 640	3/10
640 but less than 800	4/10
800 but less than 960	5/10
960 but less than 1120	6/10
1120 but less than 1280	7/10
1280 but less than 1440	8/10
1440 but less than 1600	9/10
1600 or more	1

(c) Absence of a member due to disability during which benefits are paid under the Company's Sickness and Accident and Long Term Disability Insurance Plan shall be counted as service on the basis of such member's normal work week and benefits shall be determined on the basis in force on the date the member became disabled.

(d) Periods of absence of members authorized by the Company for Union duty or other leave covered by the Bargaining Agreement shall be counted for the purpose of calculating benefits on the basis of such member's normal basic work week.

Vesting of benefits shall be based on the following schedule:

Service Credits for Vesting	Vesting Percentage
less than 2 years	0
2 or more years	100%

Service credits for vesting shall be service according to an approved seniority list as of January 1, 1984, plus service in accordance with items (b), (c), and (d) after that date.

**(f) Survivor Pension:**

The normal form of Pension for members with a spouse is Joint and Survivor. The surviving spouse of an employee who dies after becoming eligible for any form of Pension Benefit under this plan, (whether he/she is retired or still employed by the Company), shall receive a monthly pension for life equal to sixty per cent (60%) of the pension which the deceased employee was receiving or was entitled to receive, at the time of death.

(g) At retirement the normal form of Pension for members without a spouse will be life only, guaranteeing the return of employee's required contributions (with interest) to normal retirement date. The Plan will permit the election by members of an optional form of pension of equivalent actuarial value.

(h) The Group Three Pension Plan shall contain provisions for member's optional contributions.

**3.** Membership in the new plan will be restricted to Union members Limited, employees represented by the C.E.P.U. as specified in applicable certifications with the Ontario Labour Relations Board.

**4.** When an employee retires at age sixty-two (62) or more, the Company will continue the current amount of life insurance stipulated in Article 25:02. This amount will be reduced by two and a half per cent (2.5%) every twelve (12) months until it reaches a minimum of fifteen hundred dollars (\$1,500.00).

## APPENDIX "B" - PROGRESSIONS

**ICAL 795 - TIMMINS ET AL OPERATIONS**

**ICAL 790 - THUNDER BAY OPERATIONS**

**ICAL 38 - PORT HOPE TO CORNWALL OPERATIONS**

**IS UNDERSTOOD AND AGREED:**

That if an Employee can in all respects meet the requirements of the Company (including any applicable examinations) and the requirements of the Ministry of Consumer and Commercial Relations, Energy and Safety Branch, such Employee shall progress as follows:

	<b>FROM</b>	TO
<b>SERVICE FITTER AND MEASUREMENT TECHNICIAN</b>		
<i>After Service of:</i>		
Probationary	—	—
Three months in	C3	C2
Three (3) months in	C2	C1
<i>After examination and service of:</i>		
Six (6) months in	C1	B3
<i>After service of:</i>		
Six (6) months in	B3	B2
Six (6) months in	B2	B1
<i>After examination and service:</i>		
Six (6) months	B1	A3
<i>After service of:</i>		
Six (6) months in	A3	A2
Six (6) months in	A2	A1

	<b>FROM</b>	<b>IQ</b>
<b>2. WELDER - PIPELINE</b>		
After Service of:		
Sixty (60) calendar days	Probationary	A3
Twelve (12) months in	A3	A2
Twelve (12) months in	A2	A1
<b>3. C&amp;M UTILITY PERSON</b>		
After examination and service of:		
Six (6) months in	C1	B3
After service of:		
Six (6) months in	B3	B2
Six (6) months in	B2	B1
After examination and service of:		
Six (6) months in	B1	A3
After and service of:		
Six (6) months in	A3	A2
Six (6) months in	A2	A1
<b>4. DRAFTING CO-ORDINATOR</b>		
After service of:		
Sixty (60) calendar days	Probationary	B2
Twelve (12) months in	B2	B1
After examination and service of:		
Twelve (12) months in	B1	A3
Twelve (12) months in	A3	A2
After examination and service of:		
Twelve (12) months in	A2	A1
<b>5. DRAFTING CLERK, C&amp;M CO-ORDINATOR, PROJECT CO-ORDINATOR</b>		
After service of:		
Sixty (60) calendar days	Probationary	A3
Twelve (12) months	A3	A2
After examination and service of:		
Twelve (12) months in	A2	A1

	<u>FROM</u>	<u>TO</u>
<b>OPERATIONS COORDINATOR</b>		
<i>After service of:</i>		
Sixty (60) calendar days	Probationary	A3
Twelve (12) months	A3	A2
<i>After examination and service of:</i>		
Twelve (12) months in	A2	A1
<b>METER READER</b>		
<i>(Applicable to Locals 790 and 38 Only)</i>		
<i>After Service of:</i>		
Sixty (60) calendar days	Probationary	A3
Six (6) months in	A3	A2
<i>After examination and service of:</i>		
Nine (9) months in	A2	A1
<b>WAREHOUSE CLERK</b>		
<i>(Applicable to Locals 790 and 38 Only)</i>		
<i>After Service of:</i>		
Sixty (60) calendar days	Probationary	A3
Twelve (12) months in	A3	A2
<i>After examination and service of:</i>		
Twelve (12) months in	A2	A1
<b>CORROSION UTILITY PERSON</b>		
<i>After service of:</i>		
Six (6) months in	A3	A2
Six (6) months in	A2	A1

	<b>FROM</b>	<b>TO</b>
<b>10. LABOURER</b>		
<i>After service of:</i>		
<b>Sixty (60)</b> calendar days	Probationary	Labou
<b>Nine (9)</b> months in	Labourer	C&M Utilit Perso CI
<b>11. LINE LOCATOR</b>		
<i>After service of:</i>		
<b>Sixty (60)</b> calendar days	Probationary	A3
<b>Nine (9)</b> months in	A3	A2
<b>Eight (8)</b> months in	A2	A1

**IT IS FURTHER AGREED:**

**9.** An employee when assigned to operate any of the following: (1) A backhoe, (2) a tractor trailer, or (3) stopping/tapping equipment on steel pipe with a nominal pipe diameter of greater than 60.3 mm will not receive less than the C&M Utility Person A2 rate while so engaged. The difference between the employee's current rate and the C&M Utility Person A2 rate will be paid for a minimum of four (4) hours each calendar day the employee is so assigned regardless of whether or not he/she operated such equipment less than four (4) hours on such day.

**10.** An employee when assigned to fuse plastic pipe or operate any of the following: (1) ditching machine, (2) Hiab, bulldozer or (4) side boom shall receive the C&M Utility Person B2 rate while so engaged. The difference between the employee's current rate and the C&M Utility Person B2 rate will be paid for a minimum of four (4) hours each calendar day the employee is assigned regardless of whether or not he/she operated such equipment for less than four (4) hours on such a day.

(a) *C&M Crew Leader*: The Company may temporarily assign any employee as crew leader. The employee would be required to perform his/her normal duties and, in addition, be responsible to the Foreman or Supervisor for the work being performed by the construction and maintenance crew. While so gaged, he/she would receive a premium of one dollar and seventy-five cents (\$1.75) per hour over his/her normal basic rate.

**(b) Applicable to Local 38 Only**

In any event he/she shall not receive less than the rate of C&M Utility Person AI plus the premium. When calculating the overtime rate for a Crew Leader, the premium shall not be used in calculation but will simply be added to his/her pay rate. Management agrees that a Crew Leader will receive the premium each hour involved but in any event it would be not less than equivalent of four (4) hours of the premium regardless of whether or not he/she worked as a Crew Leader for a lesser period.

(a) Students will not obtain seniority or complete their probationary period.

(b) Students will receive Summer Student rate as stipulated in Appendix "C" when performing routine tasks such as painting, basic leak surveys, general clean up in and around the shop and vehicle washing. When performing other duties relating to the Job Classifications in Appendix "B" and "C" they will receive the rate applicable to the job performed in accordance with the Job Classifications and time frames as described in Appendices "B" and "C".

A Welder, when fabricating or installing, measuring and/or pressure regulating stations, having a nominal pipe diameter greater than 60.3 mm shall receive fifty cents (\$0.50) per hour in addition to his/her regular rate.



## APPENDIX "C" -

### JOB CLASSIFICATIONS & WAGE RATES

**LOCAL 795 - OPERATIONS**  
**LOCAL 790 - OPERATIONS**  
**LOCAL 38 - OPERATIONS**

The following classifications and *wage rates are applicable to the* Communication, *Energy and Paperworkers Union, Local 795, Local 790* and *Local 38 Operations.*

		RATES AS OF		
		APR. 13/98	AUG. 3/98	FEB. 1
SERVICE FITTER	A1	\$23.12	\$23.35	\$23.7
MEASUREMENT TECH.	A2	\$22.33	\$22.55	\$22.8
	A3	\$21.42	\$21.63	\$21.9
	B1	\$20.85	\$21.06	\$21.3
	B2	\$20.37	\$20.57	\$20.8
	B3	\$19.27	\$19.46	\$19.7
	C1	\$18.44	\$18.62	\$18.9
	C2	\$17.38	\$17.55	\$17.8
	C3	\$16.70	\$16.87	\$17.1
WELDER	A1	\$23.12	\$23.35	\$23.7
	A2	\$22.33	\$22.55	\$22.8
	A3	\$21.42	\$21.63	\$21.9
OPERATIONS COORD.	A1	\$21.01	\$21.22	\$21.4
	A2	\$19.12	\$19.31	\$19.6
	A3	\$18.42	\$18.60	\$18.8
CM PROJECT COORD.	A1	\$22.22	\$22.44	\$22.7
	A2	\$21.92	\$22.14	\$22.4
	A3	\$21.62	\$21.84	\$22.1

		RATES AS OF		
		APR. 13/98	AUG. 3/98	FEB. 1/99
<i>APPLICABLE TO LOCALS 790 AND 38 ONLY</i>				
AFTING COORD.	A1	\$22.22	\$22.44	\$22.78
	A2	\$21.57	\$21.79	\$22.12
	A3	\$20.91	\$21.12	\$21.44
	B1	\$20.26	\$20.46	\$20.77
	B2	\$19.21	\$19.40	\$19.69
	B3	\$18.17	\$18.35	\$18.63
AFTING CLERK	A1	\$21.36	\$21.57	\$21.89
	A2	\$19.59	\$19.79	\$20.09
	A3	\$18.16	\$18.34	\$18.62
UTILITY PERSON	A1	\$22.30	\$22.52	\$22.86
	A2	\$21.32	\$21.53	\$21.85
	A3	\$20.13	\$20.33	\$20.63
	B1	\$19.31	\$19.50	\$19.79
	B2	\$18.33	\$18.51	\$18.79
	B3	\$17.92	\$18.10	\$18.37
	CI	\$17.55	\$17.73	\$18.00
EROSION UTILITY PERSON	A1	\$19.06	\$19.25	\$19.54
	A2	\$17.97	\$18.15	\$18.42
	A3	\$17.26	\$17.43	\$17.69
COORD.	A1	\$22.22	\$22.44	\$22.78
	A2	\$21.92	\$22.14	\$22.47
	A3	\$21.62	\$21.84	\$22.17

RATES AS OF  
 APR. 13/98    AUG. 3/98    FEB. 1/98

*APPLICABLE TO LOCALS 790 AND 38 ONLY*

WAREHOUSECLERK	A1	\$18.35	\$18.53	\$18.8
	A2	\$17.32	\$17.49	\$17.71
	A3	\$16.87	\$17.04	\$17.30

*APPLICABLE TO LOCALS 795 AND 38 ONLY*

METERREADER	A1	\$19.62	\$19.82	\$20.11
	A2	\$17.57	\$17.75	\$18.01
	A3	\$16.31	\$16.47	\$16.71

*APPLICABLE TO LOCAL38 ONLY*

LINELOCATOR	A1	\$18.27	\$18.45	\$18.71
	A2	\$17.70	\$17.88	\$18.11
	A3	\$17.13	\$17.30	\$17.51

LABOURER                                    \$16.96            \$17.13            \$17.31

PROBATIONARY                            \$16.60            \$16.77            \$17.01

STUDENT                                    \$12.37            \$12.49            \$12.61

# LETTERS OF INTENT

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LETTER NO. 6	EMPLOYEE EXAMINATIONS & TRAINING
LETTER NO. 7	TRAVEL TIME - NEGOTIATIONS
LETTER NO. 8	DRIVER'S LICENSE SUSPENSION
LETTER NO. 9	DEFINITIONS OF HOME BASE
LETTER NO. 10	OUT OF TOWN WORK ONLY
LETTER NO. 11	EMPLOYEE SAVINGS PLAN - SUSPENSION OR DISCONTINUATION
LETTER NO. 12	MODIFIED WORK
LETTER NO. 13	LOSS OF SENIORITY
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LETTER OF INTENT

March 13,

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave:                   **RE: Relief of Town Supervisors**  
  Locals 790, 795 & 38 Operations

This letter will confirm that:

“When a Service Fitter is assigned to relieve for a Town Supervisor when the latter is sick or on vacation, he will receive, in addition to his normal rate, one dollar per hour (\$1.00) to a maximum of eight (\$8.00) for such a

Yours truly,

A handwritten signature in black ink, appearing to read "M. Ternovan".

**M. Ternovan,**  
Manager, People Relations

MT/afh

**uniongas**

March 13, 1998

D. Moffat,  
Union Representative,  
Communications,  
Paperworkers Union,  
Kennedy Road,  
Borough, Ontario  
M2K5

Dave: **RE: Personal Leave of Absence**

A Union employee who is applying for a leave of absence on the grounds of a medical condition such as substance abuse, may apply directly to the Human Resources Department, c/o the Occupational Health Department or the Manager, People Relations.

This matter will be reviewed with the line Management. In addition, the Union Representative of such an employee will be advised of the request for leave. Both the employee and Union Representative will be notified on the completion of the request.

Yours truly,



mfh

M. Ternovan,  
Manager, People Relations



LETTER OF INTEI

March 13,

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave: **RE: CEP President**

During the course of negotiations to renew the Collective **Agree** that were scheduled to expire January 31, 1992, the subject of the President involved in a lay-off from his/her regular duties was **discuss** length.

The Company **agrees** to pay to any laid-off President of Local 38, 795, upon return from such lay-off, one day's regular wages for each day in negotiation meetings with Management, in accordance with **Articl** Representation, section 2:04 and the Company letter regarding Travel ' Negotiations.

Yours truly,

A handwritten signature in cursive script, appearing to read "M. Temovan".

MT/afh

**M. Temovan,**  
Manager, People Relations

) **uniongas**

March 13, 1998

D. Moffat,  
onal Representative,  
munications,  
gy & Paperworkers Union,  
Kennedy Road,  
borough, Ontario  
'2K5

Dave: **RE: Article 11 - 11:02 Ops. & 11:01 Office - Ties**

The Company agrees on a trial basis to allow the wearing of ties to  
ditional provided that the general appearance of the employee involved does  
eteriorate. Further, appropriate uniform issue shall be worn at all times  
1 on duty, i.e.: Company issued jackets, hats, etc.

Yours truly,



ifh

**M. Ternovan,**  
Manager, People Relations



March 13 ;

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P2K5

Dear Dave:                   **RE: Direct Deposit - Recalls -**  
  **CEP Locals 790 & 795 - Office**  
  **CEP Locals 38, 790 & 795 - Operations**

During the course of negotiations to renew the Collective **Agreer** that were scheduled to expire January 31, 1992, the subject of Direct **Dej** was discussed at length.

The Company agrees to contact each employee that has been **subje** an error in the payroll process before initiation of the recall mechanism. nature of the error will be communicated to the employee at that time.

Yours truly,



M. Ternovan,  
Manager, People Relations

MT/afh

**uniongas**

LETTER OF INTENT #6

March 13, 1998

D. Moffat,  
onal Representative,  
munications,  
gy & Paperworkers Union,  
Kennedy Road,  
borough, Ontario  
'2K5

Dave: **RE: Employee Examinations & Training**  
CEP Local 38, 790 & 795 - Operations

During the course of negotiations between the parties to renew the active Labour Agreement scheduled to expire January 31, 1992, the subject Employee Examination and Training was discussed at length.

- (a) The Training Supervisor will, upon completion and marking of an employee examination, advise the employee's immediate supervisor of the areas in which the employee could stand improvement. This will be extended to successful and unsuccessful **examinees**.
- (b) The immediate Supervisor will advise the employee of the areas of improvement required and direct him to the sources of information or experience for his development.
- (c) Employee examination are normally written. Exceptions will be made when written communication is a problem.

Yours truly,



dfh

M. Ternovan,  
Manager, People Relations



March 13, 1

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave:                   **RE:Travel Time - Negotiations**  
  Local 790 - Office  
  Locals 38, 790 & 795 - Operations

When an employee is required to participate in sets of negotiation **tr**  
**ings** beyond the geographical scope of his collective agreement, the **Com**  
will pay lost time basic wages up to a maximum of six (6) hours for travel  
time. These hours will be deducted from the cumulative totals stipulate  
section 2:04 of the current Collective Agreement.

Yours truly,

A handwritten signature in cursive script, appearing to read "M. Ternovan".

MT/afh

M. Ternovan,  
Manager, People Relations

**uniongas**

March 13, 1998

D. Moffat,  
Local Representative,  
Communications,  
Paperworkers Union,  
Kennedy Road,  
Scarborough, Ontario  
M1S 2K5

Dave: **RE: Driver's License Suspension**

The Company and the Union agree that the suspension of an employee's driver's licence in most cases reduces the employee's ability to perform his or her regular job duties. In such cases, it is expected the employee will immediately report the driver's license suspension to his or her supervisor.

Each case will be reviewed locally, on its own merits, to determine if adjustments to work assignments may be made in an effort to maintain the employee's normal rate of pay, or minimize any pay reduction. However, if it is not practical or reasonable to do so, the Company may assign the employee to other duties if available and the employee's rate of pay will be reduced to the level of duties being performed.

Yours truly,



mfh

M. Ternovan,  
Manager, People Relations

0 **uniongas**

March 13, 1

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave:                   **RE: Definitions of Home Base -**  
  Locals 38, 790 & 795 - Operations

For the purpose of clarifying Section 23:03 or Article 23 - Per I Compensation and Transportation of the current Collective agreement for Construction and Maintenance employees, "Home Base" will be defined to include any work site within a forty kilometre (40 km) radius of the employee's assigned Crew Compound.

Yours truly,



MT/afh

**M. Ternovan,**  
Manager, People Relations

**Uniongas**

March 13, 1998

D. Moffat,  
Local Representative,  
Communications,  
Utility & Paperworkers Union,  
Kennedy Road,  
Scarborough, Ontario  
M1K 2K5

Dave: **RE: Out of Town Work Only**  
**Locals 790, 795 & 38 Operations**

In the event, due to weather conditions, a scheduled construction and maintenance work day cannot commence or be completed, the Company shall provide a minimum of four hours of pay at the regular basic hourly rate.

Management's decision to commence or to carry on work during inclement weather shall be discussed with the on-job site steward.

Yours truly,



mfh

**M. Ternovan,**  
Manager, People Relations

**0 uniongas**

March 13,

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave:      **RE: Employee Savings Plan Suspension  
or Discontinuation -  
Locals 790, 795 & 38 Operations,  
Local 790 & 795 office**

In the event that the Employee Savings Plan is suspended or discontinued for more than **three** months during the term of the agreement, the parties agree to implement:

1. The terms of Article 14 - Hours of Work as outlined in the Collective Agreement dated February 1, 1990 - January 31, 1991 inclusive - Locals 790 and 795;
2. **Re-instate** the Letter of Intent regarding the Shift in Local 38;
3. Eliminate Article 25:11 (Locals 790, 795, 38 Operations) and 20:11 (Locals 790, 795 Office);
4. Eliminate Article 13:09 - Personal Paid Days

Yours truly,



M. Ternovan,  
Manager, People Relations

MT/afh

**uniongas**

March 13, 1998

D. Moffat,  
Local Representative,  
Communications,  
City & Paperworkers Union,  
Kennedy Road,  
Borough, Ontario  
L2K5

Dave: **RE: Modified Work**

The Company and the Union agree that where appropriate, the parties meet locally to determine what opportunities may be available to allow dis-employees to return to work on a modified basis. The intention of any work modification will be directed towards the employee resuming his or regular duties as soon as it is practical to do so.

Yours truly,



fh

**M. Ternovan**  
Manager, People Relations





LETTER OF INTENT

March 13,

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave: **RE: Loss of Seniority**

During the 1996 negotiations for renewal of the existing Collective Agreements, discussion took place regarding the provisions related to seniority.

It was agreed that the existing Collective Agreement provisions will remain unchanged, however, in recognition of the Union's concerns:

- (i) the Company will grant recall rights of fifteen (15) months to an employee who is hired/rehired in three (3) consecutive calendar years, even though the employee may have worked less than six months in any or all of these three (3) consecutive calendar years.
- (ii) an employee given recall rights under the provision of (i) previously mentioned will have his seniority dated to the most recent date of re-employment.

Yours truly,

A handwritten signature in black ink, appearing to read "M. Ternovan".

M. Ternovan,  
Manager, People Relations

MT/afh

**uniongas**

March 13, 1998

D. Moffat,  
Local Representative,  
Communications,  
Argy & Paperworkers Union,  
Kennedy Road,  
borough, Ontario  
L2K5

Dave: **RE: Accommodations**

During the 1996 negotiations for renewal of the Collective Agreements, the Union requested single room accommodation for employees when required provided by the Company.

In recognition of the Union's concerns and interests, in cases where the Company must provide accommodation for more than one consecutive week, an employee may elect to have single room accommodation and will be compensated for such accommodation as follows:

The employee will be reimbursed by the Company for one-half of the standard double occupancy rate plus \$10.00, or the single occupancy rate, whichever is less.

Yours truly,



tfh

**M. Ternovan,**  
Manager, People Relations

0 **uniongas**

March 13, 2011

Mr. D. Moffat,  
National Representative,  
Communications,  
Energy & Paperworkers Union,  
975 Kennedy Road,  
Scarborough, Ontario  
M1P 2K5

Dear Dave: **RE: Generic Drugs**

It is agreed that a Rider will be placed on the current drug plan to **vide** for generic drugs where available. Brand name drugs will be **avai** only by exception based on medical documentation.

Yours truly,



MT/afh

M. Ternovan,  
Manager, People Relations