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EFF.	89	06	01
TERM.	91	05	31
No. OF EMPLOYEES	138		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN

ICG UTILITIES (ONTARIO) LTD

AND

LOCAL 7356 - UNITED STEELWORKERS OF AMERICA

SUDBURY, NORTH BAY, HAILEYBURY, STURGEON FALLS, ORILLIA

June 1, 1989 - May 31, 1991

Inclusive

SEP 1 1989

0415202

I N D E X
LOCAL 7356 OPERATIONS
SUDBURY, NORTH BAY, HAILEYBURY, STURGEON FALLS, ORILLIA

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THIS AGREEMENT ENTERED INTO THIS 26TH DAY OF JULY, 1989.

BETWEEN:

ICG UTILITIES (ONTARIO) LTD an incorporated Company under the laws of Canada, hereinafter called the "Company"

and

UNITED STEELWORKERS OF AMERICA - LOCAL 7356, affiliated with the American Federation of Labour - Congress of Industrial Organizations and Canadian Labour Congress, hereinafter called the "Union"

PURPOSE

For and in consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Company and the Union, and the greater productive efficiency resulting hereof, the parties hereto covenant and agree as follows:

ARTICLE 1 - UNION RECOGNITION

1:01 The Company recognizes the Union as the Sole Bargaining Representative for employees of the Company in Sudbury, North Bay, Orillia, Haileybury and Sturgeon Falls save and except - Foremen and Supervisors, persons above the rank of Foreman and Supervisor, office and sales staff.

1:02 The Company and Union agree that the reference to Sudbury in Section 1:01 shall include Onaping Falls, Rayside-Balfour, Walden, Capreol, Valley East, Nickel Centre, and Whitefish. The reference to North Bay in section 1:01 shall include Callander, Powassan and Trout Creek. The reference to Sturgeon Falls in Section 1:01 shall include Verner and Warren.

1:03 The Company and the Union form this Collective Agreement in order to foster harmonious relations.

1:04 The terms and conditions as set forth in this Collective Agreement shall have full force and effect for both the parties of this Collective Agreement during its term.

ARTICLE 2 - REPRESENTATION

2:01 The Company and the Union shall recognize a committee of eight (8) in number, four (4) of whom shall be employees of the Company and members of the Union, and four (4) of whom shall be employees of the Company who shall represent Management, such committee to be known as a Negotiating Committee with the purpose of concluding recommendations to the parties to the Collective Agreement. This Committee may be expanded to add additional Company Management and/or International Union personnel.

2:02 The Company will pay lost time basic wage (if any) for any four (4) members of the Union's Negotiating Committee who are employees of the Company during time spent negotiating a renewal or revision to the Collective Agreement at meetings with Management representation to an amount up to but not exceeding a combined cumulative total of four hundred and sixteen (416) hours.

The Orillia member of the Union Negotiating Committee will be paid three (3) hours travel time at his/her straight time hourly rate when commuting between Orillia and Sudbury. Such travel time each way will be deducted from the aforementioned cumulative total.

2:03 Time periods paid by the Company will not be used for calculating overtime.

ARTICLE 3 - UNION SECURITY

3:01 All employees covered by the terms of this Collective Agreement and new employees who enter the Company service and new job categories covered by the terms of this Collective Agreement shall, as condition of continued employment, become members of the Union on the completion of thirty (30) calendar days of continuous 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.

3:02 The Company agrees to deduct from the pay of each employee covered by this Collective Agreement regular membership dues and initiation fees for the new hires in accordance with the Union's Constitution and to transmit by cheque made payable to the International Treasurer each month to the United Steelworkers of America the full amount of the dues and initiation fees so collected together with a list of the names of the employees from whom such deductions were made. Union dues will be deducted from the first two pay periods each month.

3:03 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

ARTICLE 3 - UNION SECURITY (CONT'D)

3:04 (a) Employees who are not covered by the Collective Agreement shall not perform work regularly performed by employees in the Bargaining Unit. The company agrees that no employee who has established seniority shall be laid-off or demoted as a result of the Company contracting out work which regularly would have been performed by such employees.

(b) The Company agrees that the Union has an understandable concern over contracting out by the Company because of its effect upon such matters as job opportunity for regular employees.

(c) The Company will meet with the Union once every month to review and discuss information concerning the Company's contracting out practices. The Union attendance at such meetings is limited to two (2) employees in the Bargaining Unit who will have any lost time during their regular shifts paid for by the Company at their applicable straight time hourly rate.

3:05 The Company will provide the Union on or about the first of each month with a list of newly hired employees in the preceding month. Such a list will include: names, probationary classification and rate of pay.

3:06 The Company agrees to specify the amount of Union Dues paid by each employee in the Bargaining Unit for the applicable calendar year on the individual's T4 Income Tax Certificate issued by the Company.

ARTICLE 4 - DISCRIMINATION

4:01 Neither the Company nor the Union will discriminate against any employee in regard to employment, membership or any term or condition of employment or membership on the basis of:

- | | |
|----------------------|----------------------|
| - race | - ancestry |
| - place of origin | - colour |
| - ethnic origin | - citizenship |
| - creed | - sex |
| - sexual orientation | - handicap |
| - age | - marital status |
| - family status | - record of offences |

in accordance with and as defined in the parameters dictated in the Ontario Human Rights Code.

4:02 In referring to employees in this Collective 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 Collective Agreement may be interpreted to mean "employees" or vice-versa, as the context dictates.

ARTICLE 5 - MANAGEMENT RIGHTS AND DISCIPLINE

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 The right to hire, discharge or discipline "for just cause" and to maintain discipline and 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.

5:03 (a) Reprimands involving suspension issued to an employee by the Company shall be removed from an employee's personnel file, providing there has not been any additional offence(s) within a twenty-four (24) month period.

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

ARTICLE 6 - EMERGENCY OPERATION

6:01 In the event of an emergency which could endanger the health or safety of the public, 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 Employees of the Company who are members of the Union shall be selected by the Union as Shop Steward. The Union shall advise the Company of the name of the Stewards. The Steward shall assist the aggrieved employee(s) if requested to do so by the employee(s) concerned when the grievance is processed to Management. The Grievor(s) and Steward, if required, will request time from the Foreman, or his/her delegate, or the Supervisor, or his/her delegate, as the case may be, to present the grievance. The Foreman, or his/her delegate, or Supervisor, or his/her delegate, will provide the time required to process the grievance within four (4) calendar days. The grievance must be signed by the grievor(s) and Management and dated as to time of submission. All grievances shall be processed by the aggrieved employee(s) during their regular working hours. Basic pay, if any, so lost by the employee and the Steward during meetings with Management shall be paid for by the Company, save and except time involving the processing of the grievance (if necessary) through the arbitration procedures. Should any grievance arise involving the meaning or application of this Collective Agreement, an employee may submit a grievance according to the following procedure:

ARTICLE 7 - GRIEVANCE PROCEDURE (CONT'D)

Step One

The employee, along with his/her Steward if he/she so desires, shall meet with the Foreman, or his/her delegate, or Supervisor, or his/her delegate, to discuss the grievance. The Foreman, or his/her delegate or Supervisor, or his/her delegate, will render a decision within seven (7) calendar days following the meeting.

Step Two

If the grievance is not resolved at "Step One" then the employee or Steward may, within a further seven (7) calendar days, submit the grievance in writing to the Foreman, or the Supervisor, or their delegate, who will immediately process the matter to the Regional Manager, Customer Service and Construction, or his/her delegate, who will render a decision within a further ten (10) calendar days.

Step Three

If the grievance is not resolved at "Step Two" then the Union may request in writing, within a further ten (10) calendar days, a meeting with Company Management. The Union and the Company will arrange to meet within a further ten (10) calendar days.

For the purpose of meeting with Management at "Step Three", the Union Grievance Committee may consist of the International Union's Representative, and up to three (3) Company employees who are members of the Union, two (2) of the three employees may be Stewards. One (1) or two (2) of the said Committee will be the grievor or represent the grievor(s).

The Manager, Customer Service and Construction, or his/her delegate, as a result of the meeting, shall render a decision in writing within a further seven (7) calendar days, copies of which will be given to the Steward(s) involved and also to the Union's International Representative. If the Union is not satisfied with the results of the meeting, the grievance may be referred to Arbitration as herein provided within thirty (30) calendar days from the date of the decision given by the Company.

The grievance procedure as it applies to the Meter Shop Department employees, North Bay, will substitute the Manager, Gas Measurement, or delegate, for the Regional Manager, Customer Service and Construction or delegate.

ARTICLE 7 - GRIEVANCE PROCEDURE (CONT'D)

7:02 A grievance shall be deemed waived unless the matter is processed by the Union to the Company within thirty (30) calendar days from the date the misunderstanding arises, as long as the employee or Union had a reasonable opportunity to learn of the infraction.

7:03 (a) The Union shall have the right to initiate a group grievance(s), or grievances of a general nature, under "Step Three" preceding.

(b) The Company shall have the right to initiate a grievance(s) relating to any difference in interpretation, application or administration of the Agreement, including any question whether a matter is arbitrable, or where an allegation is raised that the Agreement has been violated, under "Step Three" preceding.

7:04 In the event of a claim by an employee that he/she has been unjustly discharged, the claim in the form of a grievance may be processed at "Step Three" of the grievance procedure within seven (7) calendar days from the date that the discharge took place. The grievance may be settled by the parties to the Collective Agreement or failing to do so by the Arbitration Board or Sole Arbitrator by (a) confirming the Management's decision of discharging the employee; or (b) reinstating the employee with full compensation for the lost time; or (c) any other arrangement which is agreed to by the conferring parties or by the Board of Arbitration or Sole Arbitrator. Despite the foregoing in this Section 7:04, any compensation which may be decided on shall not exceed the employee's normal basic rate of pay for any time lost.

7:05 Should the Union fail to carry on a grievance within the time limits set out in this Article, or agreed upon, then the grievance shall be deemed to be abandoned. Should the Company fail to answer a grievance within the time limits set out in this Article, or agreed upon, then the grievance shall be awarded to the grievor or grievors concerned.

7:06 Members of the Grievance Committee will not lose pay for time spent during regularly scheduled working hours attending scheduled meetings with Management Representatives except for time spent on Arbitration.

7:07 A Shop Steward involved in processing a grievance or wishing to discuss matters involving the Collective Agreement must first obtain permission from his/her supervisor, his/her Delegate or his/her Foreman before leaving work. The Supervisor, Delegate or Foreman will endeavour as promptly as possible to provide a reasonable time period in order that the Shop Steward may perform such functions. The Shop Steward shall not suffer a loss of pay for the time so spent during the regular working hours.

ARTICLE 7 - GRIEVANCE PROCEDURE (CONT'D)

7:08 Where a grievance is not settled under the preceding Sections of this Article, including the question of whether or not a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either of the parties may notify the other party in writing of its desire to submit the grievance or allegation to arbitration within thirty (30) calendar days from the date of Management's answer at "Step Three".

7:09 Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board; a list of at least three (3) names, any one of which is acceptable to the first party as a Sole Arbitrator; and its preference for either an Arbitration Board or Sole Arbitrator.

The recipient of the notice with due concern for Bill 25 shall, within five (5) days, advise the other party of its appointee to an Arbitration Board or within ten (10) days agree mutually with the Union on the appointment of a Sole Arbitrator.

7:10 If the application of Section 7:09 results in a desire to constitute an Arbitration Board, the two (2) appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman. If the recipient of the notice fails to respond within the time limit, or if the two (2) appointees fail to agree upon a Chairman within the time limit or if the parties fail to agree on a Sole Arbitrator within the time limit, then the appointment of a Chairman or Sole Arbitrator shall be made by the Minister of Labour upon the request of either party. The Arbitration Board or Sole Arbitrator shall hear and determine the difference or allegation and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. In the case of a Board, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern.

7:11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. Each of the parties hereto will bear the expense of its appointee to an Arbitration Board and the parties will jointly bear the expenses, if any, of the Chairman of the Arbitration Board or Sole Arbitrator. The proceedings of the Arbitration Board or Sole Arbitrator will be expedited by the parties hereto.

ARTICLE 7 - GRIEVANCE PROCEDURE (CONT'D)

7:12 The Arbitration Board or Sole Arbitrator is not authorized, nor is there any jurisdiction to alter, amend, change, add to or modify any part or provision of this Collective Labour Agreement.

ARTICLE 8 - SENIORITY

8:01 Seniority equates with the length of service an employee has accumulated with the Company. Seniority of employees covered by the Collective Agreement shall be established after a probationary period of sixty (60) calendar days. Upon completion of a probationary period, seniority shall be established from the date of employment with the Company.

8:02 Seniority shall be retained and accumulated during:

(a) An authorized leave of absence.

(b) An absence due to illness or injury for a maximum of twenty-four (24) months providing the employee satisfies the Company of such disability. Thereafter seniority will be retained unless terminated through the application of section 8:03. Note: an employee will continue on Long Term Disability / Workmen's Compensation, in accordance with the terms of the plan(s). Such an employee will be entitled to the provisions of Article 23:11 "Continuation of Employee Benefits". If the employee is physically unable to do the same or similar work to that which he/she was doing prior to the disability, the Company will endeavour to transfer the individual to suitable work, providing such work is available and the employee accepts this work at the rate currently applicable thereto.

8:03 An employee's continuous service (seniority) with the Company shall cease if that employee:

(a) accepts a promotion beyond the scope of this Collective Agreement for a period of more than six (6) consecutive months; within the six (6) month period, the employee has the right to return to his former classification;

(b) is laid off for a period of eighteen (18) consecutive months or the employee voluntarily quits;

ARTICLE 8 - SENIORITY (CONT'D)

(c) if the employee is laid off and fails to return to work within ten (10) calendar days after he/she has been notified to do so by the Company by Registered Mail to the employee's last known address on the Company's records. A copy of such notice shall be sent to the Union;

(d) if the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Collective Agreement;

(e) if the employee is absent from work without notifying the Company for five (5) consecutive scheduled working days;

(f) otherwise ceases to be an employee.

8:04 The Company shall maintain a seniority list for employees who are covered by this Collective Agreement. Such a list shall be revised once every six (6) months. Copies of this list shall be placed on or adjacent to the Union bulletin board and a copy of the list shall be given to the Union.

8:05 If the Company temporarily assigns an employee to a different job category for other than training purposes, such an employee shall receive the pay rate of the category he/she is temporarily assigned to or his/her regular rate of pay, whichever is the greater, provided, however, that no regular employee will be temporarily assigned to the category of Supervisor or Foreman.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9:01 A probationary employee is an employee who has not been employed by the Company in excess of sixty (60) calendar days from the date of his/her hiring. During the probationary period, the employee will not have any rights under the terms of the Collective Agreement, except that a grievance may be processed upon a claim that such an employee is not receiving the correct monetary reimbursement as agreed to under the terms of this Collective Agreement.

ARTICLE 10 - SAFETY (IONS PRACTICES & WORKER'S COMPENSATION

10:01 Safety Conditions and Practices

The Company and the Union agree that they mutually desire to maintain high standards of safety and health in order to prevent injury or illness. The Company supplies certain protective equipment, at no cost to the employee, such as eye shields, first aid kits, fire extinguishers, hard hats and liners, barricades, road flares, etc., and it is a Company rule that such equipment shall be used by employees. Any suggestions by the employee or the Union involving safety equipment or safe work practice shall be given study and consideration by the Company.

The Company agrees to fully acquaint all of its employees with safety protective equipment and its safety program. Any question arising under this Article may be discussed at any time between the Union and the Company, at the request of either party.

10:02 Worker's Compensation

(a) An employee injured while and as a result of performing his/her Company's duties will suffer no loss of basic pay on the day he/she was injured providing in the opinion of the Company or a doctor the employee was unable to continue working.

(b) 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 Worker's 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 he/she would have received for his/her basic wage had he/she 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 seven and one-half (7½) hours work per day or thirty-seven and one-half (37½) hours per week as the case may be, excluding shift premiums, overtime and standby compensation. This section 10:02 (b) does not apply to probationary employees. It is understood and agreed that any payment by the Company which exceeds an amount greater than his/her basic wage when such an amount is combined with his Worker's Compensation payment, then the excess payment shall be refunded to the Company.

10:03 Safety and Health Committees:

(a) Occupational Safety and Health committees will be established, maintained and consist of:

Sudbury - Two (2) Management and two (2) Bargaining Unit members, one (1) from each of the Construction/Maintenance and Customer Service Departments.

10:03 Safety and Health Committees: (Cont'd)

North Bay - Three (3) Management and three (3) Bargaining Unit members, one (1) from the Construction and Maintenance, one (1) from the Customer Service Department, and one from the Meter Shop.

Orillia - Two (2) Management and two (2) Bargaining Unit members, one (1) from each of the Construction/Maintenance and Customer Service Departments.

(b) The Committees will meet in their respective locations at least every three (3) months to consider all matters pertaining to Occupational Safety and Health and effectively recommend ways and means of improving and maintaining the safety standards and safe working procedures for the purpose of preventing occupational injury and illness.

(c) Two Committee members, one (1) from Management and one (1) from the Union, shall meet locally in their respective home base town (Sudbury, North Bay and Orillia) and inspect the physical condition of the Construction and Maintenance Shop/Yard, Meter Shop and Customer Service Shop, once each month.

(d) The Committee will regularly study and effectively be guided by any applicable Safety and Health Legislation, relative to the mutual obligations and responsibilities to the Company and its employees and to provide safe and efficient service to the General Public, specifically:

- (i) Identifying situations that may be a source of danger or hazard to employees;
- (ii) Making constructive recommendations to the Manager, Customer Service and Construction or his/her designate, to improve Safety Standards and Procedures, including the establishment, maintenance and monitoring of programs, measures and procedures respecting the Occupational Safety and Health of Bargaining Unit employees;
- (iii) Identifying potential or existing hazards of materials, processes or equipment;
- (iv) Internal review of Occupational Safety and Health Standards and experience relative to W.C.B. activity within the Company and other gas utilities, where applicable;

10:03 Safety and Health Committees: (Cont'd)

- (v) Maintain, post and distribute to Committee members minutes approved by the local Occupational Safety and Health Committee which shall reflect all matters considered by the Committee;
- (vi) Designating one (1) Union employee as a Safety and Health Committee member, where applicable, in each of Sudbury, North Bay and Orillia to investigate cases where a member of the Bargaining Unit is killed or critically injured in the performance of his/her Company duties.

(e) The Company shall maintain all reasonable and necessary precautions for the Occupational Safety and Health of its employees and continue the following practices:

- (i) Providing and maintaining certain equipment and devices for use to protect employees from known hazardous conditions which may exist from time to time;
- (ii) Providing a training program to insure safe involvement when utilizing the equipment and devices referred to in (i);
- (iii) Providing first aid treatment supplies;
- (iv) Payment of lost time basic wages (if any) for duly designated safety representatives when such employees are attending safety meetings;
- (v) Giving prompt attention and consideration to the joint Committee's recommended suggestions.

ARTICLE 11 - CLOTHING AND FOOTWEAR

11:01 The Company will provide for employees who have seniority and are required to wear uniforms, one (1) uniform every twenty-four (24) months providing the employee maintains the uniform at his/her own expense. The uniform will be ordered every twenty-one (21) months, unless specified otherwise elsewhere in this section. It is agreed that the uniform is to be worn at all times when on duty.

Such uniforms shall consist of:

- (a) Two (2) pair worsted trousers (winter).
- (b) Three (3) pair tropical trousers (summer).

ARTICLE 11 - CLOTHING AND FOOTWEAR (CONT'D)

- (c) Five (5) long sleeved shirts, and five (5) short sleeved shirts (drip dry material).
- (d) One (1) ski cap.
- (e) Two (2) long black clip on type neckties (to be worn between October 1st and April 30th).
- (f) One (1) Windbreaker, complete with bi-swing back.
- (g) One (1) Woods canvas-type parka, complete with hood (to be replaced if the Supervisor agrees the condition warrants replacement and providing the worn parka is returned in the period twenty-four (24) months to thirty-five (35) months. However, the item will be replaced after thirty-six (36) months if not replaced under the twenty-four (24) to thirty-five (35) month conditional replacement).
- (h) Two (2) pair of coveralls (to be replaced if Supervisor agrees condition warrants and providing worn pair is returned).
- (i) One (1) pair of Winter overshoes - Maximum thirty-five dollars (\$35.00) per employee every two years, (for Service Fitters, Meter Readers & Line Locators).
- (j) Two (2) pairs of Winter bib-style pants to be issued every four (4) years.

11:02 Clothing for Construction and Maintenance Crew

(a) The Company during the life of the Collective Agreement will supply to employees with nine (9) months seniority and pay for one hundred percent (100%) of the cost of a Woods canvas-type parka and bib-style pants. If the Foreman agrees the condition warrants replacement and providing the worn item is returned in the period twenty-four (24) months to thirty-five (35) months, the item will be replaced. However, the item will be replaced after thirty-six (36) months (to be ordered three (3) months prior) if not replaced under the twenty-four (24) to thirty-five (35) month conditional replacement.

11:02 Clothing for Construction and Maintenance Crew (Cont'd)

(b) The Company will supply all employees with work gloves and rain wear when work conditions require same and the employee concerned so requests. In addition the Company agrees during the life of the Collective Agreement to supply three (3) pairs of coveralls and replace same as necessitated by wear providing the employee concerned returns the worn pair except for employees who are probationary. Such probationary employees will receive one (1) pair of coveralls and be issued with two additional pairs upon completion of their probationary period.

(c) The Company will provide two (2) pairs of bib-style flame retardant coveralls per year to each welder (Carhart or equivalent).

11:03 Safety Footwear - All Employees (except students) required by law to wear safety footwear will be eligible, upon the completion of the probationary period, to receive reimbursement for one (1) pair of approved safety footwear purchased during their probationary period and one (1) additional pair every twelve (12) months from the date of the last purchase. The Company upon receiving a paid receipt, will reimburse such an employee on the basis of one hundred percent (100%) of the cost of each pair of approved safety footwear. The Company payment will not exceed eighty-five dollars (\$85.00) per pair.

11:04 Safety Glasses - During the life of the Collective Agreement, the Company will contribute seventy percent (70%) of the cost of one (1) pair of safety prescription glasses and frames (meeting C.S.A. Z94.3 - M1982 Standard) for employees doing assigned work, which necessitates the wearing of safety glasses.

In addition, while doing this assigned work, if the employee sustains damage to his/her safety prescription glasses, the Company will subsidize the cost of repair or replacement of these safety glasses in the amount of one hundred percent (100%) of the cost.

ARTICLE 12 - HOLIDAYS

12:01 The expression "Holiday" wherever used in this Agreement shall mean any one of the following:

New Years Day	Canada Day
Victoria Day	Labour Day
Civic Holiday	Boxing Day
Thanksgiving Day	Christmas Day
Good Friday	Remembrance Day

ARTICLE 12 - HOLIDAYS (CONT'D)

12:02 (a) The Company will grant float holidays; the dates of which, for each employee will be determined by mutual agreement between the company and the employee: three (3) to be recognized between the period June 1, 1989 through May 31, 1990; and three (3) within the period June 1, 1990 through May 31, 1991.

(b) Employees completing their probationary periods during the aforementioned time frames will have their float entitlement pro-rated for that period only, as follows:

One (1) float for each four (4) months of continuous active work.

(c) An employee will receive make-up pay based on a normal day at regular rates and hours for those float days which they were unable to observe due to disability in the first twenty-six (26) weeks of such disability.

12:03 Where a holiday as stated in Clause 12:01 falls on a Saturday, the previous Friday will be observed in lieu thereof and if such holiday falls on a Sunday, the following Monday will be observed in lieu thereof.

12:04 Where the municipalities as recorded in Article 1 of this Collective Agreement observe days other than those laid out in either 12:01 or 12:02 or 12:03 of this Article, the Company may select such agreed days in lieu of the holiday.

12:05 Employees who qualify as per the requirements of 12:06 of this Article shall receive seven and one-half (7.5) hours pay at their regular wage rate without having to work for such pay for either the holiday or day observed in lieu thereof.

12:06 To qualify for a statutory holiday, an active employee (not laid off or in receipt of Long Term Disability or Worker's Compensation) must be on duty on the preceding and following scheduled work days. Absence due to illness will be considered as having been on duty, providing upon request of the Company the employee concerned obtains proof of illness from a doctor. Also, an employee on leave of absence approved by the Company shall be deemed to have qualified. Each employee who qualifies as per the requirements in this Article shall receive their regular basic hourly rate of pay for the statutory holidays as agreed to in this Agreement without having to work on such a holiday.

12:07 If the Government of Canada proclaims "Heritage Day" as a statutory holiday the Company will add this day to 12:01 of this Article to be observed on the Heritage Day(s) subsequent to the Government's proclamation, in accordance with all the provisions of Article 12 - Holidays.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND PREMIUMS

13:01 (a) Overtime Distribution - Overtime will be distributed among the employees who normally perform the work fairly and equitably.

(b) Overtime Pay - Overtime as authorized by the Company shall be paid for at the following premium rates:

- (i) Two (2) times the regular hourly rate for hours worked on a statutory holiday or an employee's scheduled days off.
- (ii) Two (2) times an employee's regular hourly rate for all hours worked in excess of seven and one-half (7½) hours on a regular scheduled day.
- (iii) For hours worked between midnight to 8:00 a.m. for each call, employees shall be paid double time for hours worked or a two hour minimum at their overtime rate whichever is the greater. If a subsequent call is received within the initial two hour period. There will be no pyramiding.
- (iv) Two times the regular hourly rate will be paid for all hours worked on backup to Service Fitters assigned to backup duties.

No employee will be entitled to or receive more than double his/her regular basic rate for hours worked.

There will be no doubling up or pyramiding of premium rates.

13:02 Shift Pay

Each employee scheduled to work on any shift commencing after 9:00 a.m. shall be paid a shift premium of fifty cents (50¢) per hour for all hours worked by him/her on that shift and overtime hours worked in continuity with such shift. Shift premiums payable under this provision shall not be included as part of the employee's regular pay for purposes of computing overtime pay.

13:03 Shifts

A shift refers to the hours of work of one or more employees.

A shift starting on or after 8:00 a.m. but before 10:00 a.m. is a first (or day) shift.

A shift starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift.

A shift starting on or after 6:00 p.m. but before 8:00 a.m. is a third (or night) shift.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND PREMIUMS (CONT'D)

13:04 Work Schedules

Work schedules for Sudbury and North Bay shall be posted every two (2) months. Such schedules would be subject to change in event of any scheduled employee's absence from work. Except for changes as provided in this Article, employees notified to report for work outside of his/her regular work schedule shall be given a minimum of two (2) hours' work at his/her applicable overtime hourly rate, or if no work is available, he/she will receive four (4) hours' pay at his straight time hourly rate. The provisions of this Article shall not be applicable to an employee who is on standby duty.

13:05 Definition of Day and Work Day

A day is a twenty-four (24) hour period beginning with the start of the employee's shift. The basic work day is seven and one-half (7½) consecutive hours of work broken only by the established lunch period beginning and ending at the established service centre, in any twenty-four (24) hour period.

13:06 Definition of Work Week

The basic work week is made up of five (5) consecutive working days.

(a) The basic work week shall be Monday through Friday with the following exceptions; Service Fitters and Operations Coordinators in Sudbury, and Service Fitters in North Bay will continue to work a staggered week, consistent with past practice, of five (5) consecutive days. All applicable employees when considered by the Company to be sufficiently experienced and skilled shall take their work week in rotation, except when vacations, leave of absence, sickness, injury or any emergency prevents such an employee from working. Under such circumstances the next employee in line of rotation shall take over the work week concerned.

(b) It is understood that only one (1) Service Fitter will work such a staggered work week at any one time. However, after January 1, 1971 the Company may require two Service Fitters to work a staggered work week at the same time. The Company will give two (2) weeks' notice to the Union prior to the instituting of the two (2) Service Fitters on a staggered work week.

(c) If the Company required the institution of a staggered work week for Service Fitters or Operations Coordinator elsewhere, the Company will give two (2) weeks' notice to the Union prior to the instituting of same. The Company and Union shall meet for the purpose of working out a mutually satisfactory staggered work week scheduled for these employees.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND PREMIUMS (CONT'D)

13:07 Sunday Premium

The Company will pay a premium of \$2.25 for each hour an employee may work on a Sunday, when such a Sunday falls within a staggered work week for the employee concerned. This premium will not be used when calculating overtime.

13:08 Compensating Time Off

No employee shall be required to layoff in order to compensate for having worked overtime.

13:09 Away From Home Area Compensation

(a) When an employee is authorized by the Company to work away from home base area he will receive a payment at his/her applicable wage rate for the normal required travelling time to go to and return from the established service centre.

(b) The Company will arrange and pay for accommodation if the employee is required by the Company to stay overnight. Normally not more than two (2) employees will share a room. Room sharing will be determined by the existing crew under such circumstances the Company will either arrange and pay for three (3) meals or supply such meals or allow such employees to arrange for their own meals providing receipts are submitted for each twenty-four (24) hour period. In addition an employee who works three (3) hours overtime beyond the completion of his/her regular seven and one-half (7½) hour work period shall be allowed a thirty (30) minute paid meal period and an overtime meal allowance of seven dollars (\$7.00). A similar paid period will be scheduled with identical meal allowance after the employee completes an additional four (4) hours of overtime.

(c) Except in the event of an emergency the Company will give at least eighty-eight (88) hours' notice to employees who may be required to be away from their home base area overnight or for longer periods.

(d) The Company shall pay five dollars (\$5.00) per day for each day an employee is required to work away from the established service centre and stay overnight.

13:10 Transportation

The Company wherever possible will provide adequate transportation so that an employee will not normally be required to use his/her own vehicle. If, however, the Company requests that an employee use his/her own vehicle, the employee shall be compensated for all mileage involving Company business at twenty cents (20¢) per kilometre.

ARTICLE 13 - HOURS OF WORK, OVERTIME AND PREMIUMS (CONT'D)

13:11 Call Out Pay

An employee (who is not on standby) who has already left the premises of the Company after completion of their scheduled shift and who is recalled for work shall be paid double their regular straight time hourly rate for all hours worked on recall commencing from the time he/she received the call up to the starting time of his/her next scheduled shift, but in any event the employee shall be paid for not less than two (2) hours at double his straight time hourly rate.

13:12 Coffee Breaks

The Company will provide two (2) fifteen (15) minute coffee breaks during each work day, one in the morning and one in the afternoon.

ARTICLE 14 - ANNUAL VACATION

14:01 Gross earnings for the purpose of this Article shall be the amount of wages earned and specified on the T4 Income Tax Certificate issued by the Company. "Basic pay" shall be defined as the amount received by an employee, or would have received for seven and one-half (7½) hours work per day or thirty-seven and one-half (37½) hours per week calculated at the employee's regular hourly rate in effect immediately prior to the taking of vacation.

14:02 (a) Employees who are terminated with less than one (1) year's service shall receive the Vacation Entitlement in accordance with the requirements of the Vacation Section of the "Employment Standards Act".

(b) Employees who are terminated with more than one (1) year's service shall receive the Vacation Entitlement in accordance with the application of 14:03 and 14:08 of this Article and their last anniversary date.

14:03 (a) Employees with one (1) year but less than two (2) 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 as determined by the employee's T4 Income Tax slip for previous calendar year or two (2) weeks' basic pay, whichever is the greater.

ARTICLE 14 - ANNUAL VACATION (CONT'D)

(b) Completed Anniversary
Years of Service

Vacation with Pay

Two (2) 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.
Three (3) to Eight (8) 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.
Nine (9) to Fifteen (15) 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.
Sixteen (16) to Twenty- Four (24) 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.
After the completion of Twenty-Five (25) Years' Service	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.

ARTICLE 14 - ANNUAL VACATION (CONT'D)

14:04 Vacations earned may be taken at any time after the completion of the anniversary year date convenient to the fulfillment of the employee's duties, but employees are urged to take vacations in full consecutive weeks in order to derive maximum benefits. In any event, taking vacations in less than (2) week periods is discouraged. The Company will consider, upon written request of an employee, the carry-over of some of the vacation entitlement to the following year. Vacation payment shall be made prior to the employee going on vacation if he requests same in writing two (2) weeks prior to the commencement of his vacation.

14:05 The Company will post the vacation entitlement by the 1st of February each year. Senior employees, in keeping with the efficient operation of the Company, shall be granted preference up to May 31st each year, regarding vacation dates.

14:06 When a paid holiday falls within an employee's vacation period, he/she will receive, at the discretion of the Supervisor of his/her Department, an additional day's vacation or an additional day's vacation pay. This will be determined prior to the employee taking his/her vacation.

14:07 If an employee, within his/her vacation period, is admitted to a hospital as an "in" patient then he/she can re-schedule his/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 23, Employee Benefits section 23:05 in accordance with the provisions contained therein.

14:08 The Company also agrees that an employee who has two (2) or more years of service may take vacation earned prior to his/her anniversary date if he/she so wishes. Under such circumstances, such an employee would be entitled to take any additional vacation which he/she may be entitled to after the completion of his/her anniversary date.

14:09 Employees who are laid off due to lack of work will have their Vacation Entitlement pay pro-rated on the following basis:

(a) An employee will be credited with one-half ($\frac{1}{2}$) a month's service if he/she is employed for eight (8) to fifteen (15) calendar days inclusive in a calendar month. An employee will be credited with one (1) month's service if he/she is employed in excess of fifteen (15) calendar days in in a calendar month.

ARTICLE 14 - ANNUAL VACATION (CONT'D)

<u>(b) Completed Anniversary Years of Service</u>	<u>Vacation Pay</u>
One (1) to Two (2) Years' Service	Vacation pay will be the greater of four percent (4%) of the employee's gross earnings for the previous year or one (1) day's basic pay earned for each month of employment in the previous calendar year to a maximum of ten (10) days.
Three (3) to Eight (8) Years' Service	Vacation pay will be the greater of six percent (6%) of the employee's gross earnings for the previous year or one and one-half (1½) days' basic pay earned for each month of employment in the previous calendar year to a maximum of fifteen (15) days.
Nine (9) to Fifteen (15) Years' Service	Vacation pay will be the greater of eight percent (8%) of the employee's gross earnings for the previous year or two (2) days' basic pay earned for each month of employment in the previous calendar year to a maximum of twenty (20) days.
Sixteen (16) to Twenty-Four (24) Years' Service	Vacation pay will be the greater of ten percent (10%) of the employee's gross earnings for the previous year or two and one-half (2½) days' basic pay earned for each month of employment in the previous calendar year to a maximum of twenty-five (25) days.
Twenty-Five (25) Years' Service or more	Vacation pay will be the greater of twelve percent (12%) of the employee's gross earnings for the previous year or three (3) days' basic pay earned for each month of employment in the previous calendar year to a maximum of thirty (30) days.

ARTICLE 14 - ANNUAL VACATION (CONT'D)

14:10 Seasonal employees who are subject to the regular annual lay-off due to lack of work will receive the following appropriate percentage of their gross pay in every paycheque in lieu of the provisions of section 14:03:

<u>Completed Anniversary Years</u>	<u>Percentage</u>
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%

14:11 An employee on disability will continue to accrue vacation for only the first twelve (12) months of such disability.

14:12 Any employee taking vacation in increments of less than five consecutive days will be paid at their regular rate of pay in lieu of the percentage calculations referred to in Sections 14:03 or 14:09 for such vacation days.

ARTICLE 15 - LEAVE OF ABSENCE

15:01 General Leave

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

15:02 Union Leave

(a) Upon receiving a written request at least one (1) week in advance from the Union, the Company will grant leave of absence for not more than two (2) employees at any one time to attend Union conferences, conventions, or workshops, providing that the combined leaves of absence will not exceed forty (40) working days in any one (1) calendar year. Such leaves of absence will be without pay but with maintenance and accumulation of benefits (normal payroll deductions to apply).

ARTICLE 15 - LEAVE OF ABSENCE (CONT'D)

(b) The President of the Local will be granted ten (10) days leave of absence annually, without pay, to attend Local membership meetings throughout the geographical scope of this Agreement. It is understood that the President's involvement will be limited to such meetings held outside of regular working hours.

15:03 Bereavement Leave

The Company agrees to allow an employee three (3) working days, without loss of pay, in the event of a death in the individual's immediate family (immediate family is defined to include mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, grandparents, grandparents-in-law, grandchildren and children). The Company will consider extending the leave of absence, without pay, providing there is prior notification to Management.

15:04 Approval of Leave

Any leave of absence will be submitted to the Company for approval in writing. No approved leave of absence will affect any employee's seniority rights when used for the purpose granted and providing the employee returns to work at the expiration of his/her leave.

15:05 Jury or Witness Duty

Employees called to jury duty or subpoenaed for witness duty shall absent **themselves** from their work only to such extent as to allow them to carry out such 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 his/her Supervisor as soon as possible after receipt of notice of his/her selection for jury or witness duty.

(b) An employee who is selected for jury or witness duty but is temporarily excused from court must report for work until such time as he/she is actually involved in jury or witness duty.

(c) Employees must furnish a written statement from the appropriate public official showing the date, time served and the amount of pay received to be eligible for payment.

15:06 Maternity Leave

Employees of the Company who have a minimum of eleven (11) months of seniority shall be granted upon written application therefore to a Leave of Absence of at least seventeen (17) weeks from her employment:

15:06 Maternity Leave (Cont'd)

(a) Any written application for such leave shall include the requested date for the commencement of such leave, be accompanied by a certificate from the employee's Doctor specifying the anticipated delivery date, and be submitted at least twenty-five (25) calendar days in advance of their last workday;

(b) Such leave may commence within the period of eleven (11) weeks immediately preceding the estimated date of her delivery;

(c) 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, provided in this Article;

(d) Extension will be considered by Management for pre-natal and post-natal leave in the event of extenuating circumstances;

(e) 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;

(f) There will be retention of Progression, accrued to the commencement of such leave except that Seniority and Credited Pension Plan Service shall continue to accumulate during such leave;

(g) The Company will continue to pay the premiums for the Employee Benefits Article 23, as contained herein, for the period of the Maternity Leave;

(h) 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 a 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;

(i) 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;

(j) An employee who is unable to return to work at the conclusion of her Maternity Leave because she is disabled for any reason, will not be terminated but will be entitled to and provided with the benefits as outlined in Article 23, "Employee Benefits".

ARTICLE 16 - MEAL PERIOD

16:01 (a) The Company agrees to allow an employee who is engaged in shift work and who works a scheduled shift of seven and one-half (7½) consecutive hours, a thirty (30) minute paid meal period during this regular shift, providing such an employee remains available during the paid meal period.

(b) Day shift employees shall be allowed one (1) hour for lunch.

(c) The Company will endeavour to allocate the meal period four (4) hours after the commencement of the employee's starting time. However, except in the event of an emergency such employees shall have their meal not later than five (5) hours from their scheduled starting time.

(d) The Company will provide a meal allowance of seven dollars (\$7.00) for an employee who works two (2) hours overtime when such overtime is in continuity with the completion of the individual's regular seven and one-half (7½) hour work period. A similar allowance shall be given for each additional four (4) hours worked thereafter.

(e) When an employee works two (2) hours overtime beyond the completion of his/her regular seven and one-half (7½) hour work period such an individual shall be allowed a thirty (30) minute paid meal period to be taken at any time after the completion of his/her basic seven and one-half (7½) hour work period. A similar paid period will be scheduled after the employee completes six (6) overtime hours beyond his/her regular seven and one-half (7½) hour work period.

ARTICLE 17 - STANDBY

17:01 Standby

Where employees have been instructed to standby at their homes, they shall be paid standby in the amount of twenty-two dollars (\$22.00), effective June 1, 1989, for any period up to and including twenty-four (24) hours. Effective June 1, 1990 the standby rate will increase to twenty-three dollars (\$23.00). An employee is entitled to standby pay as herein provided whether any service calls are made or not. In addition, payment will be made for any time spent on service calls during a period when an employee is on standby at the applicable hourly rate as provided in Article 13.

For the entire term of the Collective Agreement the standby rate for Statutory Holidays, as defined in Section 12:01, will be twenty-four dollars (\$24.00).

17:02 It is recognized that some customer complaints can be resolved by having the Employee on standby contact the customer by telephone and, in such cases, the employee will be paid one-quarter (1/4) hour's pay at the employee's straight time hourly rate per customer complaint.

ARTICLE 17 - STANDBY (CONT'D)

17:03 Rotation of Standby Period

All applicable employees when considered by the Company to be sufficiently experienced and skilled shall take their week on standby duties in rotation, except where vacation, leave of absence, sickness, injury or any emergency prevents such an employee from working. Under such circumstances, the next employee in line of rotation shall take over the standby period in question. All employees on standby will be paid for all hours worked, required to resolve customer complaints not corrected by 17:02, at the applicable overtime rate as provided for in Article 13 of this Collective Agreement.

ARTICLE 18 - LAY OFF NOTICE

18:01 (a) An employee who has more than three (3) months' service with the Company but less than one (1) year of service shall be given one week's notice in advance of pending lay-off or one week's basic pay in lieu of notice.

(b) Employees with one (1) year or more of service with the Company who are to be laid off, due to lack of work shall be given two (2) weeks' notice in advance or two (2) weeks' basic pay in lieu of notice.

(c) Employees with five (5) years or more of service with the Company who are to be laid off, due to lack of work shall be given four (4) weeks' notice in advance or four (4) weeks' basic pay in lieu of notice.

(d) Employees with ten (10) years or more of service with the Company who are to be laid off, due to lack of work shall be given eight (8) weeks' notice in advance or eight (8) weeks' basic pay in lieu of notice.

(e) If in the opinion of the Company circumstances permit, the Company will endeavour to give a reasonable notice of lay off to employees other than the employees in (a), (b), (c) and (d) of this Article.

(f) Governmental requirements or this Article shall govern whichever is the greater benefit to the employee.

(g) The Company will issue the "Employment and Immigration Canada - Record of Employment" form to a laid off employee with the individual's final pay.

ARTICLE 19 - LAY OFF AND RECALL AFTER LAY OFF

19:01 Except as provided for in Article 8 of this Collective Agreement, the Company and Union recognize that qualification and seniority are the factors in job opportunities and security. It is agreed, therefore, that employees with the least seniority shall be laid off first when a reduction of the available work requires such action providing there are sufficient, qualified employees to do the remaining work. Such laid off employees will be recalled in order of seniority rating providing such employees are qualified to do the work.

19:02 All employees who are notified of a lay off shall 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 accommodation and moving expenses incurred by such employee shall be entirely at their own expense.

19:03 Employees who exercise bumping rights into another job category or geographic area shall have first opportunity to return to their regular job category in their home base area, when work becomes available, before other employees are recalled or hired.

ARTICLE 20 - STRIKES AND LOCKOUTS

20:01 Neither the Union nor any of its members shall take part in or call or encourage a strike or any other collective action to interfere with Company operations during the term of this Collective Agreement, nor shall the Company engage in any lockouts.

ARTICLE 21 - BULLETIN BOARDS

21:01 The Company will supply one (1) Bulletin Board two feet square to be located in each of the Operations Offices as designated by the Company at Sudbury, North Bay, Haileybury, Sturgeon Falls and Orillia. Union notices must be signed by a local Union Officer and be approved by the Regional Manager, Customer Service and Construction or the Manager, Industrial Relations or their delegate.

ARTICLE 22 - JOB POSTING

22:01 (a) The Company shall post information concerning job vacancies involving job categories which fall within the scope of the Collective Agreement (except for the category of Labourer). Any applicant who has established seniority shall have the right to apply and such application will be acknowledged (with date) by the immediate Supervisor. Applications shall be made in writing to the applicant's immediate Supervisor within eight (8) calendar days from the date of the posting of the vacancy. The Company will post and notify the successful applicant (if any) within seven (7) calendar days after removal of the posting.

ARTICLE 22 - JOB POSTING (CONT'D)

(b) The following factors of the applicant(s) shall be considered by the Company:

- 1) ability, knowledge, experience and skill to meet the normal requirement(s) of the job;
- 2) seniority.

(c) In the case of one applicant who has the ability to meet the normal requirement(s) of the job, he/she shall be chosen to take a sixty (60) working day trial period.

When two (2) or more employees apply, their seniority shall govern providing they meet the normal requirements of the job and then the most senior employee shall be chosen to take a sixty (60) working day trial period.

(d) If an employee on this trial period, in the Company's opinion cannot perform the duties of the new position, he/she shall revert back to his/her former position. If the employee so desires within this sixty (60) working day trial period he/she may choose to revert back to his/her former position. If the employee reverts back to his/her former position, the process in (c) preceding, will be continued for the remaining applicants.

(e) If no applicant meets the normal requirement(s) of the job the Company may fill the vacancy by transferring an employee from some other area of the Company not covered within the scope of this Agreement or by hiring a new employee.

22:02 Temporary Vacancies

Temporary vacancies not exceeding forty-five (45) calendar days and vacation vacancies may be filled by the Company without posting by assigning qualified employees by seniority. For vacancies exceeding forty-five (45) calendar days, or when it is known that a vacancy will extend beyond forty-five (45) calendar days, the Company will post and fill such vacancy in accordance with the provisions of this Article.

22:03 Moving Expenses

It is understood that all costs including accommodation and moving expenses incurred by an employee in his/her efforts to fill a vacancy or upon a recall after lay-off shall be entirely at his/her own expense. Job postings involving vacancies shall clearly outline the requirements of this sub-section. Despite the foregoing, when an employee transferred at the expressed written request by the Company from one town or city to another within the geographical scope of this Agreement, the Company shall pay the moving of furniture and travelling expenses for an employee and his family.

ARTICLE 22 - JOB POSTING (CONT'D)

22:04 New or Changes in Classification

New classifications or changes in existing classifications and wage rates of same which fall within the scope of this Collective Agreement will be as mutually agreed upon by the Company and the Union.

22:05 Transfer of an Employee to Another Classification

(a) Should it become necessary for the Company to transfer an employee from one job category to a different job category for any reason involving a lay-off or cut-back in the work force or because of physical disability, the employee shall receive the wage rate for the position he was transferred to, providing such a transfer exceeds thirty (30) calendar days.

(b) In the event of a technological change which could result in a transfer to another position the employee shall receive his/her regular wage rate for the category he was transferred to whichever is the greater.

ARTICLE 23 - EMPLOYEE BENEFITS

23:01 (a) All the benefits contained in this article, except OHIP, will commence on the first of the month following or coincidental with the employee's sixty-first calendar day of employment. For OHIP, the Company will pay the first premium due on the first of the month following or coincidental with the sixty-first calendar day of employment.

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

23:02 The Company will arrange to provide, at its cost, all the Employee Benefits contained in Article 23 to all employees who have established and retained seniority.

23:03 Life Insurance

All members of the Bargaining Unit will be covered for a flat amount of forty thousand dollars (\$40,000.00).

23:04 Accidental Death and Dismemberment

The Accidental Death and Dismemberment principal sum, will be equal to the amount of life insurance as specified in 23:03.

ARTICLE 23 - EMPLOYEE BENEFITS (CONT'D)

23:05 Sickness and Accident Benefit

Members of the bargaining unit will be provided a Sickness and Accident Benefit at the rate of seventy-four percent (74%) of their basic hourly rate in effect at the commencement of absence. This benefit will commence on:

- (a) First day of non-occupational accident/injury;
- (b) First day of admittance to a hospital;

(c) third calendar day of absence due to sickness, and in all cases will be payable for a maximum period of twenty-six (26) weeks. The value of the benefit will be offset fully by Canada Pension Plan or Worker's Compensation benefits and provisions will be included for the maintenance of Pension Benefit during such period of 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.

23:06 Long Term Disability Income Plan

During a continuous period of disability, members of the bargaining unit will be entitled to a benefit of sixty-six and two thirds percent (66 2/3%) of their basic hourly rate in effect at the commencement of absence. The benefit will begin on the day on which the sickness and accident benefits cease and continue thereafter until recovery from such disability, death or attainment of age 65. This benefit will be offset fully by the Canada Pension Plan or Worker's Compensation Benefits and 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.

23:07 Ontario Health Insurance Plan

The cost of individual premiums for O.H.I.P. coverage will be paid one hundred percent (100%) by the Company.

23:08 Prescription Drug Plan

A prescription drug plan will be granted providing for the full payment of prescription drugs for insured employees and dependents subject to a deductible of thirty-five cents (35¢) per prescription.

23:09 Semi-private Hospital Coverage

The cost of providing Blue Cross Semi-Private Hospital Coverage will be paid one hundred percent (100%) by the Company.

ARTICLE 23 - EMPLOYEE BENEFITS (CONT'D)

23:10 Dental Plan

The Company will pay one hundred percent (100%) of the premium cost of the Blue Cross Dental Plan #7 with Riders 1, 2, 3 and 4 or equivalent plan with alternate carrier. A fifty percent (50%) co-insurance factor will apply to the Riders 1, 2, 3 and 4. This plan will be based on the 1986 Ontario Dental Association schedule of fees. Effective July 1, 1989 the 1987 Ontario Dental Association schedule of fees will be used. Effective June 1, 1990 the 1988 Ontario Dental Association schedule of fees will be used.

23:11 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 all the Employee Benefits as outlined in Article 23 excluding Sickness and Accident, and Long Term Disability Benefits and Accidental Death and Dismemberment.

(b) For an employee in receipt of Sickness and Accident Benefits the Company will provide and pay the premiums for the Employee Benefits as outlined in Article 23.

(c) For an employee in receipt of either Long Term Disability or Worker's Compensation Board Benefits or both, the Company will provide and pay the premiums for the Employee Benefits (excluding Accidental Death and Dismemberment) as outlined in Article 23.

ARTICLE 24 - PENSION

24:01 Pension

The Northern and Central Gas Corporation Limited Pension Plan - Group 2 as it applies to members of the Bargaining Unit shall be taken as paid up on the effective date March 1, 1973 and that service with the Company after March 1, 1973 as specified in the ICG Utilities (Ontario) Ltd Pension Plan - Group One shall be counted for the purpose of vesting under the Group 2 Plan.

24:02 It is understood and agreed that the revised non-contributory plan to be known as the ICG Utilities (Ontario) Ltd Pension Plan - Group One as agreed between the parties in the signed Memorandum of Agreement, November 1, 1972 and as revised on November 24, 1975, November 17, 1977, May 31, 1979, November 21, 1980, December 10, 1982, November 6, 1984, November 7, 1986 and July 26, 1989 will be continued to provide benefits for members of the Bargaining Unit in respect to service after March 1, 1973.

ARTICLE 25 - EMPLOYEE TRAINING AND DEVELOPMENT

25:01 Development

The Company is interested and will encourage employees who have established seniority to further develop their basic education and gas industrial skills. Conditional upon written Management approval obtained before the course commencement and upon receipt of written proof of successful completion, the Company shall reimburse the cost of tuition fees for such approved courses up to a maximum of three hundred dollars (\$300.00).

25:02 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 skills of the employees in their various job categories.

25:03 The Company recognizes the desirability of helping employees who may, when the opportunity arises, wish to change to a different position and for those employees who have indicated in writing to their Supervisor that they would wish to involve themselves in training which may be conducted but may not necessarily involve their existing job duties, the Company will consider including them in such training programs at times which will not interfere with the carrying out of their job duties. If an employee wishes to be involved in training sessions, which are being conducted after the completion of their working hours, no compensation by the Company would be paid as it would necessarily be on a voluntary basis by the employee concerned. Compulsory training after normal working hours will be paid by the Company.

ARTICLE 26 - INCLEMENT WEATHER

26:01 Construction and Maintenance employees who are notified to report for a seven and one-half (7 1/2) hour scheduled shift (including Saturday and/or Sunday) and who in fact do report and such employees are affected by on-site Management's decision not to commence such scheduled work or to cease same already started because of weather conditions, the Company will:

(a) 1. On a regular week day compensate up to four (4) hours lost time at the employee's regular basic hourly rate in addition to any monies payable for actual work performed;

"OR"

2. On a Saturday or Sunday compensate up to four (4) hours lost time at the regular basic hourly rate in addition to any monies payable for employee's actual work performed;

"OR"

(b) Utilize the lost time of the aforementioned employee's scheduled work for all of the involved employees for training sessions;

"OR"

ARTICLE 26 - INCLEMENT WEATHER (CONT'D)

(c) Utilize the lost time of the aforementioned employee's scheduled work to perform other work not seriously affected by the weather condition for all of the employees involved;

"OR"

(d) Utilize the lost time of the aforementioned employee's scheduled work on any combination of (a), (b) or (c) of this Article.

26:02 Management's decision to commence or to carry on work during inclement weather will be discussed with the on-job-site Steward.

26:03 Management will assign the remaining work as anticipated in Section 26:01 to qualified employees by seniority.

ARTICLE 27 - WAGE RATES, JOB CLASSIFICATIONS AND PROGRESSIONS

27:01 Attached hereto and forming part of this Collective Agreement is Appendix "A" Progressions and Appendix "B" Job Classifications and Wage Rates.

ARTICLE 28 - COST OF LIVING ALLOWANCE

The following Article 28 on the Cost of Living Allowance is suspended for the duration of the Collective Agreement and will not provide or accumulate any monetary payment during said term.

Effective January 1977, and continuing until the termination of this Agreement, the Company will pay a cost of living allowance (C.O.L.A.) premium to employees who have established seniority within the Bargaining Unit.

28:01 The Consumer Price Index as published by Statistics Canada in 1961 = 100 shall constitute the controlling index numbers for all calculations of the C.O.L.A. premium.

28:02 During the period of this Agreement, if Statistics Canada revise the base year 1961 = 100 the Company and the Union will meet and determine a conversion factor which would equitably adjust the present base to an amended base or request Statistics Canada to provide an appropriate conversion factor. In this event, the amended base will replace the base index as described in Section 28:01.

28:03 The base index figure will be the September 1976 Consumer Price Index. The index for December 1976, and each subsequent calendar quarter to the termination of this Agreement will have subtracted from it the base, to yield the quarterly differential.

ARTICLE 28 - COST OF LIVING ALLOWANCE (CONT'D)

28:04 The C.O.L.A. premium will be paid based on all hours worked commencing with the pay period immediately following the publication of the December 1976 Consumer Price Index. The monetary amount of the premium shall not form part of an employee's applicable hourly rate nor will it exceed forty-five cents (45¢) per hour.

28:05 The C.O.L.A. premium calculation will be formulated such that one cent (\$.01) will be paid for each full zero point four (0.4) points of quarterly index differential obtained in 28:03. No adjustment, retroactive or otherwise shall be made to the value of the premium due to any revision which may be made at a date subsequent to the publication of the Consumer Price Index of Statistics Canada.

28:06 No premium shall be paid for a quarter in which the average quarterly index is equal to or less than the base index number stated in 28:03. Continuance of the premium is dependent upon the availability of the Consumer Price Index as published by Statistics Canada.

ARTICLE 29 - COPIES OF AGREEMENT

29:01 The Company will supply a copy of the Collective Agreement to each employee covered by the Agreement and twenty (20) additional copies will be available for the Local Union Representative upon request. The copies will be in booklet form (22 cm x 14 cm), saddle stitched and printed on one side of each page. The costs of the supply and duplication will be paid by the Company.

ARTICLE 30 - SEXUAL HARASSMENT

30:01 The Company and the Union agree that there shall be a working environment which is free from sexual harassment.

30:02 Any employee may report a complaint to a joint committee which shall consist of one (1) Company representative and one (1) Union representative. The complaint shall be investigated in a confidential manner and the finding, with recommendations for a satisfactory resolution, shall be submitted to the affected employee. All information of the committee respecting the complaint, investigation, report or other pertinent information shall be confidential. Nothing shall prevent an employee from pursuing his or her complaint through the available legal procedures or the government procedure.



ARTICLE 31 - TERM OF AGREEMENT

31:01 This Collective Agreement shall remain in full force and effect for a term of twenty-four (24) months and be binding upon the parties from the first (1st) day of June, 1989 until the thirty-first (31st) day of May, 1991 inclusive and thereafter from year to year unless either party gives notice in writing to the other party within the ninety (90) day period immediately prior to the thirty-first (31st) day of May, 1991 of its desire to revise, amend or terminate this Collective Agreement.

31:02 Negotiation of revisions and/or amendments will, as a result of such written notice, commence prior to the sixteenth (16th) day of March, 1991. Where said negotiations have commenced this Collective Agreement shall continue in effect after the thirty-first (31st) day of May, 1991 until such time as a new Collective Agreement has been reached or until the Department of Labour's Conciliation Procedures, as required by legislation, have been exhausted, whichever is the sooner.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their respective duly authorized officers.

EXECUTED on the 26th day of July, 1989.

ICG UTILITIES (ONTARIO) LTD

UNITED STEELWORKERS OF AMERICA
A.F.L. - C.I.O.

J. F. Gibbons

Ron MacDonald

John Davidson

A. Doucette

James A. Boegel

Marty MacKay

MEMORANDUM OF AGREEMENT

BETWEEN

ICG UTILITIES (ONTARIO) LTD

AND

THE UNITED STEELWORKERS OF AMERICA

LOCALS 7356 and 7846

It is agreed between ICG Utilities (Ontario) Ltd and United Steelworkers of America, Locals 7356 and 7846 that effective January 1st, 1973 or approximately one (1) month after signing of the Collective Agreement whichever is later the Company Pension Plan for members of the Bargaining Units will be amended as follows:

1. That the present Northern and Central Gas Corporation Limited Pension Plan - Group 2 as it applies to members of the Bargaining Units shall be taken as paid up on the effective date as specified above and that service with the Company after the effective date as specified in the ICG Utilities (Ontario) Ltd Pension Plan - Group One shall be counted for the purpose of vesting under the Group 2 Plan.
2. That a revised non-contributory plan to be known as the ICG Utilities (Ontario) Ltd Pension Plan - Group One be established to provide benefits for members of the Bargaining Units in respect of service after the effective date:

(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 after age 55 with accrued pension subject to a reduction of one-quarter ($\frac{1}{4}$) of one percent (1%) for each month by which the 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 accrued to normal retirement subject to an actuarial increase.

(b) Benefits shall accrue on the basis of credited service after the effective date based on hours paid (without adjustment for premium rates) on the following schedule:

MEMORANDUM OF AGREEMENT (CONT'D)

<u>Hours Paid</u>	<u>Service Credit (Yrs.)</u>
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 member 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.

(e) Periods of absence authorized by the Company but not covered by the Bargaining Agreement shall not constitute termination of employment and shall be counted for purpose of vesting only.

(f) Vesting of benefits shall be based on the following schedule:

<u>Service Credits for Vesting</u>	<u>Vesting Percentage</u>
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 the effective date, plus service in accordance with items (b), (c), (d) and (e) after that date.

(g) 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 percent (60%) of the pension which the deceased employee was receiving, or was entitled to receive, at the time of death.

MEMORANDUM OF AGREEMENT (CONT'D)

- (h) At retirement the normal form of Pens on for members without a spouse will be life only, guaranteeing the return of the 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.
 - (i) The ICG Utilities (Ontario) Ltd Pension Plan - Group One shall contain provisions for members' optional contributions.
 - (j) The monthly pension benefit for members who retire after January 1, 1988, payable under the ICG Utilities (Ontario) Ltd Pension Plan - Group One shall be twenty dollars (\$20.00) multiplied by years (and fractions of a year) of service after March 1, 1973. For employees retiring after June 1, 1990 the twenty dollars (\$20.00) will increase to twenty-five dollars (\$25.00).
3. That the Plan as agreed shall be formalized into a separate Pension Agreement to be referred to formally in the Collective Agreement and remain in full force and effect as agreed for the term of the Bargaining Agreement with automatic renewal on unchanged terms until agreed between the parties in future collective bargaining.
 4. When an employee retires at age fifty-five (55) or more, the Company will continue the current amount of life insurance as stipulated in Article 23:03. This amount will be reduced by twenty-five percent (25%) every twelve (12) months until it reaches a minimum of fifteen hundred dollars (\$1,500.00).
 5. The Union will be advised of changes to the current pensioners' flat benefit amounts.

FOR THE COMPANY

FOR THE UNION

ICG UTILITIES (ONTARIO) LTD

UNITED STEELWORKERS OF AMERICA
A.F.L. - C.I.O.

J. F. Gibbons

Ron MacDonald

John Davidson

A. Doucette

James A. Boegel

Marty MacKay

DATE: July 26, 1989

APPENDIX "A" - PROGRESSIONS

IT 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:

	<u>FROM</u>	<u>TO</u>
1. <u>SERVICE FITTER</u>		
<u>After Service of:</u>		
Sixty (60) calendar days	Probationary	C3
Three months in	C3	C2
Three (3) months in	C2	C1
<u>After examination and service of:</u>		
Five (5) months in	C1	B3
<u>After service of:</u>		
Six (6) months in	B3	B2
Six (6) months in	B2	B1
<u>After examination and service:</u>		
Five (5) months in	B1	A3
<u>After service of:</u>		
Six (6) months in	A3	A2
Six (6) months in	A2	A1
2. <u>WELDER - PIPELINE</u>		
(a) Welder not fully qualified		
<u>After Service of:</u>		
Sixty (60) calendar days	Probationary	A3
Twelve (12) months in	A3	A2
Twelve (12) months in	A2	A1
(b) Welder with required certificates		
Sixty (60) calendar days	Probationary	
Welder	Probationary	A1
3. <u>MECHANIC</u>		
<u>After service of:</u>		
Sixty (60) calendar days	Probationary	A4 (3rd Year Apprentice)
<u>After examination and service of:</u>		
Ten (10) months	A4	A3 (4th Year Apprentice)
<u>After examination and service of:</u>		
Twelve (12) months	A3	A2 (5th Year Apprentice)
<u>After examination and service of:</u>		
Twelve (12) months	A2	A1 (Journeyman)

APPENDIX "A" - PROGRESSIONS (CONT'D)

4.	<u>EQUIPMENT OPERATOR</u>	<u>FROM</u>	<u>TO</u>
	<u>After service of:</u>		
	Sixty (60) calendar days	Probationary	B3
	Five (5) months in	B3	B2
	Five (5) months in	B2	B1
	<u>After examination and service of:</u>		
	Six (6) months in	B1	A3
	<u>After service of:</u>		
	Six (6) months in	A3	A2
	Six (6) months in	A2	A1
5.	<u>C&M UTILITY PERSON</u>		
	<u>After examination and service of:</u>		
	Nine (9) months in	C1	B3
	<u>After service of:</u>		
	Five (5) months in	B3	B2
	Five (5) months in	B2	B1
	<u>Entry in A3 will be by Job Posting.</u>		
	<u>After examination and service of:</u>		
	Six (6) months in	A3	A2
	<u>After service of:</u>		
	Six (6) months in	A2	A1
6.	<u>C & M UTILITY TECHNICIAN</u>		
	<u>After Service of:</u>		
	Sixty (60) calendar days	Probationary	A3
	Six (6) months in	A3	A2
	Six (6) months in	A2	A1
7.	<u>OPERATIONS CO-ORDINATOR, METER VERIFIER, WAREHOUSE CLERK, DRAFTING CLERK, MEASUREMENT ASSEMBLER</u>		
	<u>After service of:</u>		
	Sixty (60) calendar days	Probationary	A3
	Ten (10) months in	A3	A2
	<u>After examination and service of:</u>		
	Ten (10) months in	A2	A1
8.	<u>METER READER</u>		
	<u>After service of:</u>		
	Sixty (60) calendar days	Probationary	A3
	Six (6) calendar months in	A3	A2
	<u>After examination and service of:</u>		
	Eight (8) months in	A2	A1

APPENDIX "A" - PROGRESSIONS (CONT'D)

	<u>FROM</u>	<u>TO</u>
9. <u>METER CO-ORDINATOR</u>		
<u>After service of:</u>		
Sixty (60) calendar days	Probationary	A3
Six (6) calendar months in	A3	A2
Eight (8) months in	A2	A1
10. <u>LINE LOCATOR</u>		
<u>After service of:</u>		
Sixty (60) calendar days	Probationary	A3
Four (4) months	A3	A2
Four (4) months	A2	A1
11. <u>LABOURER</u>		
<u>After service of:</u>		
Sixty (60) calendar days	Probationary	Labourer
Nine (9) months as	Labourer	C&M Utility Person C1

APPENDIX A - PROGRESSIONS (CONT'D)

Note- Labourers while employed on asbuilt work will receive thirty cents (30¢) per hour over his basic wage rate while so employed.

IT IS FURTHER AGREED:

- (a) If the probationary period is not applicable the progression for all job categories would be reduced by sixty (60) calendar days.
- (b) For employees who have established seniority the Company agrees during the term of this Collective Agreement to pay for the initial issue and annual renewal of Welder's, Gas Fitter's and Pipeline Inspector's certificates or such multi-energy certificates upon receiving documentation from the employee that he/she has successfully obtained the initial certificate or has been invoiced for the annual renewal.
- (c) Employees who fail their qualifying test shall not be retested until a three (3) month period has lapsed from the date of taking his/her last test. Employees will be given an opportunity to review their test results in the presence of Company Management.
- (d) It is agreed that newly hired employees may by mutual agreement between the parties (providing his qualification and experience are of reasonable high order) be placed in the progression as negotiated. Despite the foregoing the probationary period would be required.
- (e) It is agreed that an existing employee who has established seniority could upon transfer, promotion, or upon successfully bidding on a posted job vacancy may, by mutual agreement between the parties be placed on the progression of the new position if his qualification and experience are of a high level as it pertains to the new position.
- (f) An employee who has completed his probationary period in any job category covered by this Collective Agreement and who as a result of a transfer, promotion or successful bid for a vacancy enters a different job category than before, such an employee shall not then be required to complete another probationary period as it applied to job progression.
- (g) It is understood that a Labourer who successfully bids into another job category shall receive the starting rate of the new category or retain his/her present rate, whatever is the greater. The Labourer will, of course, progress in line of progression for the new category.
- (h) When an employee is assigned to operate a vehicle requiring an "A" classification driver's permit, the employee will receive a premium of 40¢/hour.

APPENDIX A - PROGRESSIONS (CONT'D)

- (i) Thirty cents (30¢) per hour will be paid in addition to the regular hourly rate to a qualified employee while fusing plastic pipe connections. In any case, the employee will receive not less than the C & M Utility Person A1 rate. The premium will not be used when calculating overtime rates, but will simply be added to the extended rate. An employee assigned to perform such plastic fusion will be paid the premium for a minimum of four (4) hours each day.
- (j) Students will not obtain seniority and will be paid the "Summer Student" rate as stipulated in Appendix "B" when performing routine tasks such as painting, general clean-up, vehicle washing, etc. When performing the duties of Labourer, the students will receive the "Probationary" rate of pay. No student will be assigned to any job rated higher than a "Labourer". Students shall not be hired when regular employees are on layoff.
- (k) Town Supervisors - It is understood and agreed that Town Supervisors in Orillia, Haileybury and Sturgeon Falls, shall continue to perform such work as has been past practice for them to perform. Supervisors involved in Training, Emergencies and Specialized work will continue to perform such work.

It is further agreed,

- (l) Lunches - may be left at the Service Centre by the Construction and Maintenance employees during the months of December, January, February and March. The Company will deliver these lunches to the job site in time for lunch. Vehicles that will be utilized for eating lunch will be started one half ($\frac{1}{2}$) hour prior to the lunch period and left running during this lunch period.
- (m) Crew Leaders - will be appointed for temporary assignment from time to time as needed by the Foreman or other Management. An individual selected as Crew Leader during a Construction Season may be re-appointed in a subsequent Season dependent upon his job performance.

The Company agrees, that when selecting a Crew Leader, the following two factors shall be considered in determining which employees are to be promoted:

- (a) Seniority
- (b) Ability

APPENDIX A - PROGRESSIONS (CONT'D)

When the Company discontinues a Crew Leader in that capacity, he/she shall remain in the classification he/she held prior to such appointment and shall be credited with all time served as Crew Leader for the purposes of his line of progression in his/her regular classification.

(1) Such a Crew Leader shall be paid one dollar and fifty cents (\$1.50) per hour above his/her regular rate but, in any event he/she shall not receive less than the rate of C & M Utility Person A-1 plus the premium. When calculating the overtime rate for a Crew Leader, the premium shall not be used when calculating the overtime rate, but will simply be added to his pay rate. Management agree that a Crew Leader would receive the premium for each hour involved but in any event, it would be not less than the equivalent of four (4) hours of the premium regardless of whether or not he worked as a Crew Leader for a lesser period.

(2) The Crew Leader would lead a Construction and Maintenance Crew for any time as designated by Management in addition to performing his/her regular duties.

(3) Management's decision on the selection or re-appointment of a Crew Leader will be conveyed to the Steward.

(n) Service Fitters and Meter Readers - shall be maintained at a minimum work force level of twenty (20) Service Fitters and three (3) Meter Readers and shall not be reduced during the term of the Collective Agreement. Meter Readers may be required to perform other duties apart from Meter Reading, as requested.

(o) A Welder when fabricating or installing measuring and/or pressure regulating stations having a pipe size in excess of two (2) inches shall receive a seventy-five cent (75¢) per hour premium in addition to his/her regular rate.

(p) A Mechanic will be required to adhere to the requirements of the Ministry of Colleges and Universities, Apprenticeship Branch.

(q) An Apprentice Mechanic must supply his/her own complete set of hand tools by the end of the apprenticeship period.

APPENDIX "B"

JOB CLASSIFICATIONS AND WAGE RATES

The following Classifications and Wage Rates are applicable to the United Steelworkers of America, Local 7356, Sudbury, North Bay, Orillia, Haileybury, Sturgeon Falls, Ontario:

<u>Category</u>	<u>May 31/89</u>	<u>Jun 1/89</u>	<u>Dec 1/89</u>	<u>Jun 1/90</u>	<u>Dec 1/90</u>
<u>Service Fitter</u>					
A1	17.17	17.82	18.07	18.72	18.97
A2	16.71	17.36	17.61	18.26	18.51
A3	16.23	16.88	17.13	17.78	18.03
B1	15.79	16.44	16.69	17.34	17.59
B2	15.49	16.14	16.39	17.04	17.29
B3	14.74	15.39	15.64	16.29	16.54
C1	14.24	14.89	15.14	15.79	16.04
C2	13.76	14.41	14.66	15.31	15.56
C3	13.26	13.91	14.16	14.81	15.06
<u>Welder Pipeline</u>					
A1	17.17	17.82	18.07	18.72	18.97
A2	16.71	17.36	17.61	18.26	18.51
A3	16.23	16.88	17.13	17.78	18.03
<u>Mechanic</u>					
A1	16.97	17.62	17.87	18.52	18.77
A2	15.71	16.36	16.61	17.26	17.51
A3	14.47	15.12	15.37	16.02	16.27
A4	13.23	13.88	14.13	14.78	15.03
<u>C & M Equipment Operator</u>					
A1	16.40	17.05	17.30	17.95	18.20
A2	16.00	16.65	16.90	17.55	17.80
A3	15.32	15.97	16.22	16.87	17.12
B1	14.78	15.43	15.68	16.33	16.58
B2	14.24	14.89	15.14	15.79	16.04
B3	13.81	14.46	14.71	15.36	15.61
<u>C & M Utility Technician</u>					
A1	16.34	16.99	17.24	17.89	18.14
A2	15.97	16.62	16.87	17.52	17.77
A3	15.26	15.91	16.16	16.81	17.06
<u>Drafting Clerk</u>					
A1	16.23	16.88	17.13	17.78	18.03
A2	15.74	16.39	16.64	17.29	17.54
A3	15.00	15.65	15.90	16.55	16.80
<u>C & M Utility Person</u>					
A1	16.15	16.80	17.05	17.70	17.95
A2	15.49	16.14	16.39	17.04	17.29
A3	14.99	15.64	15.89	16.54	16.79
B1	14.57	15.22	15.47	16.12	16.37
B2	14.13	14.78	15.03	15.68	15.93
B3	13.70	14.35	14.60	15.25	15.50
C1	13.48	14.13	14.38	15.03	15.28

APPENDIX B - JOB CLASSIFICATIONS AND WAGE RATES (CONT'D.)

<u>Category</u>	<u>May 31/89</u>	<u>Jun 1/89</u>	<u>Dec 1/89</u>	<u>Jun 1/90</u>	<u>Dec 1/90</u>
<u>Meter Verifier</u>					
A1	15.53	16.18	16.43	17.08	17.33
A2	14.57	15.22	15.47	16.12	16.37
A3	13.26	13.91	14.16	14.81	15.06
<u>Operations Co-ordinator</u>					
A1	14.65	15.30	15.55	16.20	16.45
A2	14.03	14.68	14.93	15.58	15.83
A3	13.52	14.17	14.42	15.07	15.32
<u>Line Locator</u>					
A1	14.57	15.22	15.47	16.12	16.37
A2	14.06	14.71	14.96	15.61	15.86
A3	13.87	14.52	14.77	15.42	15.67
<u>Meter Reader</u>					
A1	* 14.51	15.22	15.47	16.12	16.37
A2	* 13.59	14.30	14.55	15.20	15.45
A3	* 13.39	14.10	14.35	15.00	15.25
<u>Warehouse Clerk</u>					
A1	14.49	15.14	15.39	16.04	16.29
A2	13.76	14.41	14.66	15.31	15.56
A3	13.26	13.91	14.16	14.81	15.06
<u>Warehouse/Measurement Assembler</u>					
A1	14.49	15.14	15.39	16.04	16.29
A2	13.76	14.41	14.66	15.31	15.56
A3	13.26	13.91	14.16	14.81	15.06
<u>Meter Co-ordinator</u>					
A1	14.34	14.99	15.24	15.89	16.14
A2	13.35	14.00	14.25	14.90	15.15
A3	13.12	13.77	14.02	14.67	14.92
<u>Labourer</u>	13.23	13.88	14.13	14.78	15.03
<u>Probationary</u>	12.98	13.63	13.88	14.53	14.78
<u>Summer Student</u>	9.28	9.28	9.28	9.28	9.28

*Note: Includes .06/hour increase effective the date of contract ratification.